

CONTRACT FOR
TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES (“Contract”) is made as of this 11th day of May, 2023, by and among the BOARD OF EDUCATION OF THE CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN (the “Board”), and First Student, Inc. (the “Contractor”).

WITNESSETH

WHEREAS, the Contractor wishes to provide transportation services for students for whom the Board provides transportation services for a period of five (5) years commencing July 1, 2023 and ending on June 30, 2028; and

WHEREAS, the Board has accepted a proposal for the provision of transportation services and awarded the Contract to Contractor; and

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

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

ARTICLE 1. TERM and CONTRACT INTERPRETATION

The term of the Contract shall be for a five (5) year period beginning July 1, 2023 and ending on June 30, 2028 (the “Contract Term”).

In the event of a conflict between the RFP as posted and this Contract, the terms of this Contract shall govern.

ARTICLE 2. DEFINITIONS

- 2.1 “Board” means the Board of Education of the Consolidated School Board of New Britain, and any appointed designee.
- 2.2 “Bus Route” means a fixed course traveled by each bus, which is established by the Contractor and approved by the Superintendent. Multiple stops can make up a route.
- 2.3 “Contract” means the transportation services agreement executed by and between the Board and the Contractor, including the Request for Proposal # 12039 (RFP) issued November 7, 2022, as published, which is incorporated herein.
- 2.4 “Contract Term” means the length of time in which the Contract is valid and enforceable. The Contract Term is five (5) years.

- 2.5 “Contract Year” means July 1 through June 30 of a given year within the Contract Term.
- 2.6 “Contractor” means First Student, Inc.
- 2.7 “Deadhead” means mileage or time to and from the bus lots that is not considered part of the bus routes or trips for time or mileage payments.
- “District” means the Consolidated School District of New Britain.
- 2.8 “Live” run or time means time from the point of student pick-up to the point of student drop-off.
- 2.9 “Midday Schedule” means any scheduled bus trips, which are for the transportation of regular education or special education students to or from school at midday.
- 2.10 “In-Board” means with the boundaries served by the Board.
- 2.11 “Pricing Pages” means the pages from the Proposal that contain the pricing information and which will constitute the Contract prices.
- 2.12 “Proposal or “Proposals” means a submission by a Proposer(s) to provide transportation services that conforms to the RFP, together with all exhibits thereto and any Addendum or Addenda.
- 2.13 “School Day” for purposes of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student on the P.M. Specific “live hours” for the purposes of the Contract, and payment, are described herein.
- 2.14 “School Year” means the number of days for which transportation will be required and will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the Board is responsible for furnishing transportation. The School Year may vary based on the Board’s schedule. The Board reserves the right to modify the length of its School Year, including increasing or decreasing the number of days of service for the District.
- 2.15 “Special Education Van” means any vehicle with a passenger capacity up to fifteen passengers that is used to carry children to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut.
- 2.16 “Superintendent” means the Superintendent of the District and his or her designee.

ARTICLE 3. SCOPE OF WORK

- 3.1 The Contractor shall provide school bus services for the transportation of students for the Board from July 1, 2023 - June 30, 2028, a period of five (5) years, including but not

limited to: public and non-public home-to-school transportation including kindergarten, elementary, middle, high school; early and late public and non-public services; summer transportation; certain extra-curricular services including field and athletic trips; and such other services as required by the Board pursuant to this Contract.

The Transportation Program (as defined below) varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. The Contractor shall provide the necessary vehicles.

The Contractor agrees that it will transport to and from the Board's public schools, such persons as may be designated by the Board, and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes, as are designated by the Board. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all students to and from the Board's public schools and other designated institutions.

The specifics of the Board's transportation program are attached to this Contract as Exhibit A ("Transportation Program").

- 3.2 Prior to the beginning of each School Year, the Superintendent shall provide to the Contractor a list of all required vehicles and list of students for the District. The vehicles and students may only be changed during the School Year by the Superintendent. As to any communication as to those vehicles, students or related routes and runs, the Contractor shall only communicate to and receive communications from the Superintendent or the Transportation Office.

The Board, in conjunction with the Contractor, shall approve the routes. The Contractor shall only charge the Board in accordance with the approved routes and the Board is only responsible for paying for the actual vehicles used and designated services. Any disputes in payments shall be solely between the Board and the Contractor.

The vehicles for the Board shall be parked in a lot to be designated by the Contractor within the City of New Britain (the "City"). The cost of fuel used in vehicles to transport the District's students will be supplied by the Board in accordance with Article 13, and stored in tanks supplied by the Contractor.

ARTICLE 4. GUARANTEES BY THE CONTRACTOR

The Contractor must have sufficient competent trained driving personnel and bus aides. The Board may at any time during the Contract Term, by a written order of the Board, require the performance of such extra work, reduce the amount of work, or changes in the work as it may find necessary or desirable. The Board reserves the right to add to, delete from, or otherwise change the number of vehicles, style of vehicles, use of vehicles or length of operating day, and/or the number of days requiring transportation under the Contract. The amount of compensation to be paid to the Contractor for any increase or

decrease in the number of vehicles, work or services as so ordered shall be determined by the applicable prices, set forth in this Contract, for the actual vehicles in use. Additional vehicles shall be at the applicable prices set forth in this Contract, for the actual vehicles in use as described in the Contractor's Pricing Pages from its Proposal, attached hereto and incorporated herein as Exhibit B. Any reduction in vehicles shall reduce the amount the Board pays based upon the applicable prices set forth in Exhibit B attributable to the vehicle(s) that will no longer be needed. The Board shall not be liable for any extra work or increased compensation unless authorized in advance by the Board's written order.

- 4.1 All material, services, and workmanship shall be subject to inspection, examination and test by the Board. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the Board. The Board reserves the right to reject all material, supplies and workmanship that does not meet their standards.
- 4.2 The Contractor represents, warrants and guarantees:
 - 4.2.1 That Contractor is financially solvent and the Contractor is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it in accordance with this Contract.
 - 4.2.2 That Contractor shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of this Contract. The Contractor shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8 of this Contract. Certificates of Insurance, where applicable, will be submitted to the New Britain Business Office no later than 30 days prior to the initiation of each Contract Year.
 - 4.2.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and the Board.
 - 4.2.4 That it will comply with the Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right to Know Act") with respect to all operations or activities on the District's premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
 - 4.2.5 That the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age, military or veteran status, genetic information, gender identity or expression or disability or any other reason prohibited by federal or state law. Such action shall be taken with reference to

but not limited to: recruitment, hiring, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

- 4.2.6 That the Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or disability or any other reason prohibited by federal or state law.
- 4.2.7 That the Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.
- 4.2.8 That the Contractor will comply with all applicable federal and state provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- 4.2.9 That the Contractor will comply with any and all other applicable Federal, State, and/or Local laws, rules, regulations, and the policies and procedures of the Board. To the extent that any of the aforementioned result in the requirement of seatbelts, the Board shall purchase the seat belts and the Contractor will be responsible for installation of same.
- 4.2.10 That in the performance of this Contract, Contractor is an independent contractor, the Board being interested only in having the bus transportation services performed. For all purposes of the Contract, all bus drivers, aides and others engaged by Contractor for the performance of this Contract shall be considered employees of Contractor and not of the Board, unless otherwise specifically designated by the Board. The Board may employ monitors, aides and/or attendants directly, and the Contractor will facilitate their travel and work on the buses.
- 4.2.11 That all student information provided to the Contractor will be confidential, and the Contractor must comply with Article 30, CT Student Privacy Act 16-189 and its amendments in addition to FERPA and other state regulations. The Boards' policies regarding confidentiality of student records and personally identifiable information will be provided to the Contractor.
- 4.2.12 That at a minimum, the Contractor will:
 - (a) Bring the school aged children of the community from home to school and from school to home on time.

- (b) Provide highly skilled, competent and courteous drivers.
- (c) Work continuously to maintain and improve an enviable safety record.
- (d) Keep vehicles in excellent mechanical condition.
- (e) Work with the school administration to improve service but not necessarily increase cost.
- (f) Understand the relationship between the quality of service and its interdependency with parent relations.
- (g) At all times, work in an effective and professional manner.
- (h) Work with the school administration, as designated by the Superintendent, to maintain the best possible parent/community relations.
- (i) Maintain student discipline pursuant to the Board's policies.

ARTICLE 5. PAYMENTS

- 5.1 The acceptance by the Contractor of the last payment of the Contract Term shall be and hereby is a release of the Board of all liability to the Contractor for all things done or furnished in connection with the obligations under this Contract and for every act and neglect of the Board and others relating to or arising out of the obligations under this Contract.
- 5.2 Payments of any claim shall not preclude the Board from making claim for adjustment on any item found not to have been in accordance with the terms and conditions of this Contract.
- 5.3 The Board may withhold from the Contractor so much of the payment due from the Board that, in the judgment of the Board, may be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Board shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.

This Contract shall be contingent upon appropriation by the City of funds sufficient to meet the Board's operating costs, as budgeted by the Board for each fiscal year. The Board has the ability to cancel this Contract at the end of any Contract Year due to the failure of the state legislature or other applicable government entity to provide adequate funding to allow the Board to provide transportation services to students serviced by the Board. The Board shall provide written notice to Contractor of such termination on or before January 2 prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of the Contract in accordance with this provision, the Contractor

shall be entitled to a right of first refusal to provide continuing services to the Board under this Contract.

- 5.4 Billings for trips provided to individual school buildings shall be submitted to the Board's Transportation Department; billings for athletic trips shall be submitted to the Athletic Department. The Board reserves the right to modify the invoice submittal procedure during the Contract Term.
- 5.4 Payments for services rendered to the Board under the provisions of this Contract shall be made upon receipt of a proper itemized invoice to the Board. The Board and Contractor shall meet prior to the commencement of services to develop an invoice form and supporting detail to meet the needs of the Board, including a requirement for multiple copies of the invoices. At a minimum, the invoice for the Board shall include details on the number of vehicles utilized, by vehicle category, and the hours of utilization on a daily basis. Payments shall be made monthly on the basis of services already rendered. The Board may agree with the Contractor prior to the start of each School Year to pay in ten (10) equal monthly installments (from September to June) for regular daily transportation services. If the invoice is received by the Board on the fifth (5th) business day of a given month, payment will be tendered within thirty (30) days of receipt of invoice. All invoices for services rendered must be submitted within thirty (30) days of providing said services. Delayed billing is not acceptable and will not be honored by the Board.

The Contract price payable for each vehicle used in providing services under this Contract is detailed in Exhibit B. The number of vehicles needed under this Contract will vary. Additional vehicles shall be at the price per vehicle/ per day described in Exhibit B. Any reduction in vehicles shall reduce the amount the Board pays per vehicle/ per day described in Exhibit B attributable to the vehicle(s) that are no longer needed. Unless specifically authorized, under no circumstances is Contractor authorized to charge any overtime to the Board.

The parties agree that pricing encompasses fixed and variable cost that is designed to capture the cost of labor, capital expenditures, protective equipment, cleaning supplies and outlays, and other contractual obligations assumed by the Contractor for the benefit of the provision of transportation services to the Board. For purposes of this Contract variable cost is defined as cost associated with hourly employees and fixed costs include, but are not limited, to costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs.

No later than the last payment of each School Year, the Contractor will include any debit or credit due to the number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost to the Board. No payment will be made for vehicles that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board in its sole discretion to be under the control of the Contractor.

- 5.6 The Contractor shall immediately notify the Board if special needs students are not transported on an A.M. run. If the Contractor arrives at the student's pick-up location, and the student is not transported, the Contractor will be paid for the time allotted for this A.M. service. The Contractor will not be paid for the P.M. trip unless specifically instructed by the Board to make the trip. The Contractor will not be expected to make the A.M. pick-up the following day, unless specifically instructed by the Board to make the pick-up.
- 5.7 The Board will reimburse the Contractor for tolls necessary for any Board-authorized trips that are not within the City. Reimbursement to the Contractor shall be issued only based upon toll receipts provided with the invoice for the trip, which includes the tolls. Any "coach" or "activity" buses will have the cost of tolls included in the billing to the contracting organizations, which may include but are not necessarily limited to community partners.
- 5.8 The Contractor shall maintain records during the Contract Term on a route-by-route basis and for 3 years thereafter beyond the services provided to the Board. Upon request of the Board, the Contractor shall submit such records to the Board.

ARTICLE 6. BOARD REPRESENTATIVE

The Superintendent or his/her designee from the Board will represent the Board in all matters pertaining to the performance of this Contract.

ARTICLE 7. INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, the Contractor agrees to absolutely and unconditionally defend, hold harmless and indemnify the Board and the City, and any of their respective officials, officers, agents, servants or employees from any lawsuit, action, proceeding, liability, judgment, claim, demand, expenses or fees (including attorney's fees), or other costs or obligations which may arise out of the Contractor's negligence, willful misconduct and/or breach of contract which results in:
- 7.1.1 any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under the Contract, except for such injury or damage wherein it is finally determined that the City or the Board or any of their respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct;
 - 7.1.2 any injury to person or damage to property sustained by any person, firm, or corporation, caused by the Contractor's performance of this Contract, breach of this Contract or any act, default, error or omission of the Contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the Contract;

- 7.1.3 fines, penalties, costs and expenses which may be incurred by or levied and assessed against the City or the Board or any of their respective officials, officers, agents, servants or employees in connection with the Contractor's performance or failure to perform under the Contract.

- 7.2 The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the City or the Board or any of their respective officials, officers, agents, servants, or employees on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the City or the Board or any of their respective officials, officers, agents, servants, or employees arising out of any such claim or demand. The Board shall have the right to control the defense of any such claims.

The assumption of defense, indemnity, liability and loss hereunder shall survive Contractor's completion of service or other performance hereunder and any termination of this Contract.

This indemnification, defense and hold harmless section shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor may deem same to be frivolous or without merit. It is intended that this section be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as same may relate to the personnel and services provided by the Contractor. This indemnification, defense, and hold harmless section, however, shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined by a court of competent jurisdiction that the City or the Board or any of their respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct and then only to the extent of such gross negligence or willful misconduct.

ARTICLE 8. INSURANCE

The Contractor shall provide the following insurance:

- 8.1 The insurance carrier must be licensed to do business in Connecticut and must be rated in AM Best's Insurance Guide as a "secured carrier" with a minimum rating of "A" or higher. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the Board's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.
- 8.2 At its own expense, the Contractor must maintain the following minimum insurance in force during the Contract Term:
 - 8.2.1 Automobile insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate, covering all automobiles and buses, including hired and non-owned vehicles.

An additional insured endorsement is required naming the Board and the City and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

- 8.2.2 Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. An additional insured endorsement is required naming the Board and the City and any of its respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.
- 8.2.3 Excess coverage with limits of at least \$10 million for each occurrence and \$10 million aggregate for Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.
- 8.2.4 Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut Law with a limit of \$500,000 each accident or disease per employee with a \$500,000 disease policy limit. A waiver of subrogation in favor of the Board and the City and any of its respective public officials, agents and employees must be included.
- 8.2.5 Unemployment Insurance coverage is required covering all Contractor's employees consistent with the requirements of Connecticut law.
- 8.2.6 Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the Board and the City and any of its respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.
- 8.2.7 If the Contractor maintains on-site fuel storage tanks, the Contractor shall maintain Hazardous Materials Storage with limits if liability in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate, including products and completed operations. An additional insured endorsement is required naming the Board and the City and any of its respective public officials, agents and employees must be included.
- 8.3 The limits as outlined herein are strictly minimum amounts. The Board encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- 8.4 The Contractor shall deposit with the Business Office satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of

premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Business Office, no later than August 1st of each Contract Year, or June 15th of each Contract Year if summer transportation services are being provided the Board. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Board does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a Contract default.

- 8.5 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the Board. It shall further state that a similar thirty (30) days prior written notice will be given to the Board prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The Board reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Board constitutes a material breach of the Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Board, including termination.
- 8.6 In fulfilling the obligations of the Contract, care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the Board. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.
- 8.7 Contractor will be responsible for the cost of vandalism to the vehicles. The Board will cooperate with the Contractor to keep vandalism low and prosecute violators to the fullest extent of the law. Any remuneration recovered as a result of vandalism on school buses will become the property of the Contractor. Board supports and encourages the use of technology to enhance safety and behavior on buses.

ARTICLE 9. BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to this Contract by the Board. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of this Contract may be examined at a mutually agreeable time by duly authorized representatives of the Board, and all records shall be kept for a minimum of three (3) years following expiration of this Contract. The Contractor shall also allow the Board's representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

ARTICLE 10. PERSONNEL MATTERS

- 10.1 All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects comply with all applicable requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and Board policies.
- 10.2 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The Board places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. All drivers must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.
- 10.3 In connection with the Contractor's provision of services to the Board pursuant to this Contract any official, agent, and/or employee of the Contractor should be considered a mandatory reporter of abuse and/or neglect pursuant to Connecticut General Statute Section 17a-101(b). The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor suspected child abuse and or neglect to the Connecticut Department of Children and Families in accordance with Connecticut law, which can be accessed at the following web address: <https://www.csdnb.org/board-policies.php>
- The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent.
- 10.4 The Contractor shall require its personnel to report any disturbances, irregularities, instances of inappropriate conduct of any type, or disciplinary infractions by students, which are observed during the performance of services to the Board pursuant to this Contract, to the building principal or other designated Board official. In the case of uncertainty regarding the appropriate Board official to contact with any such report, such report shall be made to the Superintendent's office. The Contractor is specifically advised,

without limitation, that the Contractor and any official, agent, and employee of the Contractor must report:

10.4.1 Acts or allegations of sexual harassment under Title IX of the Education Amendments of 1972. The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment, which can be accessed at the following web address: <https://www.csdnb.org/board-policies.php>

10.4.2 The Contractor agrees to report, or cause to be reported through any official, agent, or employees of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment, which can be accessed at the Board's website: <https://www.csdnb.org/board-policies.php>

10.5 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the Board, solely in its discretion, shall have the right to remove from providing services under the Contract any manager, supervisor, dispatcher, or bus driver.

The Board reserves the right, in the exercise of its sound discretion, to remove from providing services under the Contract, drivers without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain bus monitors, aides and/or attendants to provide specialized services or medical support to individual students.

10.6 Manager: A "Manager" (or similar function/title) will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District, as designated by the Superintendent or his/her designee. The Contractor shall provide the Superintendent with an e-mail address for use by the Superintendent and the public. Said Manager also shall be responsible for compliance by drivers with the Board's transportation policies, all statistical studies and reports required by the Board, including those items necessary for State of Connecticut purposes, and the Board's monthly reports on its pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the Board to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of

each day's hours of service, and for meetings with representatives of the Board. The Manager shall be available by phone 2.5 hours prior to the first A.M. run for emergency contacts from the Board to 4:30 P.M. when school is in session. The Manager is required to meet all State regulations and training requirements.

The Manager is precluded from any bus driver duties, driving any bus, and/or bus maintenance functions.

Dispatcher(s): A "Dispatcher" shall be provided by the Contractor hereunder, and available at the terminal one (1) hour prior to the A.M., and one-half (1/2) hour after the P.M. route operating time on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and school staff members, and such other areas as may be necessary to effect the coordinated and efficient provision of transportation services. **The Dispatcher should be able to communicate with each driver by radio at all times that buses are in use. The Contractor shall identify by name the designated dispatcher and the designated substitute for the dispatcher.**

The Dispatcher shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the Superintendent or his/her designee until the last student is off the last bus and the Dispatcher notifies the Superintendent that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the Superintendent is so notified. The Contractor will also have in place a designated "hot-line" telephone number that can be utilized by the Superintendent's personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public. In the event of a traffic accident involving a transportation vehicle servicing the Board, a safety concern, or student discipline issue that requires notification by the Board to the parents, the Dispatcher and/or his/her designee shall assist the District in gathering the information needed to inform parents.

All parent inquiries, questions and requests will be directed to the Contractor, and the Contractor's staff are expected to be responsive to all of the District's students' families. Any changes made by the Contractor in response to a parent request must be consistent with the Board's policies and procedures. In the event that requests are made that are not consistent with established protocols, the Contractor shall then ask the Board's contact for assistance. The Contractor shall maintain a record of all inquiries and said record shall be available for the Board's review. Any resident complaints must be documented and tracked consistent with Section 16.5 herein.

The person performing the Dispatcher function shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. In the event that emergencies require that the Dispatcher to substitute on a route, advanced notice must be provided to the Board.

On-site Supervisors/Lead Bus Drivers: The Board shall have assigned to it a designated on-site supervisor or lead bus driver who shall work at the bus lot and serve as a liaison to the Board and who shall be knowledgeable about that Board's routes.

Safety Supervisor: The Contractor shall designate a Safety/Training Coordinator with whom the Superintendent may consult on problems and issues of safety, driver performance, student behavior and trip routing, which may arise during the Contract Term. The Safety Supervisor shall provide safety and driver training to the staff serving the Board. The Safety Supervisor shall personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but for route hazards and equipment efficiency. The Safety Supervisor is not required to be dedicated full-time to the Board's transportation program but the Contractor shall insure that sufficient time allocation is in place to provide on-going training services to the Contractor's personnel.

Other Employees: As a minimum, the Contractor shall provide the above detailed employees in order to provide the quality of services expected by the Board. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

- 10.7 All office staff and drivers provided by the Contractor pursuant to this Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the Board in a positive way. All bus drivers must wear photo identification tags provided by the Contractor whenever they come in contact with students or school building personnel while working in their assigned tasks.
- 10.8 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver employment and bus operation, and Board policies and regulations as to transportation for the Board.
- 10.9 Each driver performing services pursuant to the Contract shall be involved in all safety programs, which are or may be required by laws, rules and regulations of the State of Connecticut. Bus monitors, aides and attendants must receive complete training on providing the necessary services to students, in addition to being fully trained on all vehicle features, including but not limited to, specialized and augmented lift systems.

The Board reserves the right to provide specialized training with the cost of said training borne by the Board, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor. The Contractor shall provide the training required by Public Act No. 18-185, Section 3 to all drivers. The Board's Transportation Supervisor, reserves the right to attend any of the safety meetings; the Contractor shall proactively advise the Board's Transportation Supervisor of such meetings.

- 10.10 The physical examinations of drivers, bus monitors, aides or attendants, shall be at the employee's or the Contractor's expense. All exams are to be completed as required by regulations of the Department of Motor Vehicles. All drivers, bus monitors, aides or attendants shall also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the Superintendent, or designee, in writing on the forms prescribed by the Board. The Board reserves the right to have a doctor examine anyone providing service under this Contract with the cost of such examination at the Board's expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and the Board's regulations. The Contractor will submit proof of drug testing to the Board for each employee prior to their driving buses in its transportation system.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

- 10.11 The Contractor shall submit to the Board no later than 14 days prior to the beginning of each Contract Year a list of the names and addresses and Connecticut Driver's License numbers of all regular and substitute drivers employed that will provide the services required hereunder to the Board and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date, and the reason therefore. Said updated notice shall be provided to the Board within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Board. No other drivers may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver. Each list shall show the specific drivers for that transportation.
- 10.12 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The stand-by drivers must be experienced drivers in the City. The Contractor shall provide attendance information to the Board upon request.
- 10.13 The Contractor shall be responsible for providing practice and instruction to the drivers and aides with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Such drills shall be held at such times as required by law. Contractor shall also provide all employees mandated training, including but not limited to blood borne pathogen exposure control training.

- 10.14 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the Board. Additionally, prior to the opening of schools and throughout the School Year, all drivers shall traverse their assigned routes until they become familiar with all stops and roads. In order to ensure continuity in the provision of services, and in order to reduce student discipline issues, drivers assigned to A.M. and/or P.M. runs are prohibited from leaving these assigned runs to perform optional field or athletic trips. The Board believes that the best transportation programs exist where the same drivers are on the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements, which violate this mandate.

Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.

- 10.15 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the students transported under this Contract. The Contractor is prohibited from releasing special needs children, identified by the Board, pre-school, or kindergarten through grade 2 children without supervision. If there is no one to meet the student, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

The Board may provide the Contractor with Transportation Care Plans for specific students. These Transportation Care Plans must be maintained on the bus, and the Contractor must develop procedures to ensure that said Plans are transferred to any spare buses that may transport the designated student(s).

- 10.16 The Contractor is to provide bus monitors, aides or attendants as required by Individualized Education Plans (“IEP”). All monitors, aides and attendants shall be prepared to assist special education students to and from the threshold of the property, and they must assist the special needs student in entering and leaving the vehicle. Additionally, drivers should be prepared to provide assistance, as circumstances may be deemed necessary.

The Contractor shall provide training to monitors, aides, and attendants, which includes the use of automated lift systems, proper securing of wheelchair and specialized equipment, seat belts, harnesses, and related student safety equipment. Given the specialized role of monitors, aides and attendants they must be able to read, write and understand English, and must be able to submit legible reports in a timely manner. Contractor shall ensure compliance with these requirements. There may be times where the Board assigns a bus monitor or teacher assistant to a Special Education vehicle or student, and/or contracts with an outside agency for nursing services. In these situations, the Contractor will facilitate this process and transport these persons as needed.

- 10.17 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the Board’s premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic

beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no alcohol, no smoking, and no vaping is allowed on the buses, or on school property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages or illegal intoxicants shall be allowed at the bus lots. The Board has a "drug free zone" and "no smoking/no vaping" policy on school property.

- 10.18 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of and comply with state law and the Board's regulations as to the prohibition of idling.
- 10.19 Under no circumstances shall a driver refuse to pick up or discharge a student at an established school bus stop, unless authorized by the Board, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the student's intended destination, except in the case of an emergency. Dispatch must be notified immediately of such an event. At the end of the P.M. route, all bus drivers shall walk the bus and ensure that all students have disembarked from the bus and that no students have accidentally remained on the bus.
- 10.20 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the appropriate Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the Board in similar formats, the use of Microsoft Word and Excel are strongly recommended. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate any required software.
- 10.21 The Contractor shall perform criminal background checks (including fingerprinting) annually and, for new personnel, prior to being assigned a route, on any driver, monitor, aide, attendant, or any personnel that will drive vehicles, and/or who provide the student transportation services pursuant to the Contract. The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Connecticut Sex Offender Registry (the "Registry"). The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation 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 "DCF Registry"). If the Contractor receives any information that any such driver, monitor or any personnel that will drive vehicles has a criminal record, is on the Registry 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 or the DCF Registry and any other related information to the Board. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.

- 10.22 The Superintendent reserves the right to review all personnel records and personnel used in the performance of this Contract and to reject a driver prior to actual employment. In the event that any driver demonstrates unsatisfactory performance, the Superintendent shall have the right to require the Contractor to replace or transfer the driver to another route within twenty-four (24) hours after notification. If replaced, the driver shall not thereafter be reinstated without Board approval. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- 10.23 As a routine procedure, each driver will inspect his/her vehicle prior to beginning a route to insure that exterior lights and equipment are operational. After each trip within the route, the driver will walk to the rear of the bus and check every seat for forgotten articles, vandalism and particularly sleeping children. This inspection will occur during morning trips, afternoon trips and at the end of field and athletic trips.
- 10.24 Vehicle drivers shall immediately report to the Contractor all accidents, scheduling problems, stop issues, discipline issues, and any related problems. Drivers shall follow prescribed emergency procedures in the event of an accident or vehicle malfunctions. All accidents, whether there is an injury or not, shall immediately be reported to the Business Office. In the event of an injury, Contractor shall promptly prepare a written report to the Superintendent or his/her designee of the accident.
- 10.25 Prohibited Practices:
 - 10.25.1.1 Drivers will not wear headphones during the course of driving a route.
 - 10.25.1.2 Smoking is prohibited while transporting students.
 - 10.25.1.3 Personal cellular phones are prohibited, but Contractor-owned cellular phones might be used to enhance safety on regular routes and/or communication for field trips as well as for GPS.
 - 10.25.1.4 Deviating from the routes as provided by the Board.
 - 10.25.1.5 Backing up buses is strictly prohibited.
 - 10.25.1.6 Drivers will not be less than 21 years of age or students in the District.
 - 10.25.1.7 Except for the Contractor name, no vehicle will carry political advertising.

- 10.26 The Contractor is responsible for students from the moment they board the bus or van until they exit the bus or van at home or school. The Contractor will require its drivers to report any disturbance, irregularities or disciplinary infractions by students to the respective school principal.
- 10.27 In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, the Contractor shall require that drivers stop the vehicles and not proceed until discipline is restored. The Contractor's office is to be immediately alerted via radio. The driver shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the appropriate school.
- 10.28 Only individuals specifically authorized by the Contractor and the Board will be allowed to ride the vehicles.
- 10.29 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

ARTICLE 11. VEHICLES

- 11.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the Board. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the Contract Term, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

In addition to the necessary vehicles to meet the scheduled needs of the Board, the Contractor is required to have at least 10% of each vehicle type as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within thirty (30) minutes of the request.

- 11.1.1 The Board will work with the Contractor to ensure the appropriate type vehicle is being utilized for the route.

Each school bus must be in compliance with EPA guidelines Included on these vehicles must be a strobe light, and front cross bars on each bus as well as any other NHTS safety equipment requirements for school buses.

- 11.1.2 The Board requires the following fleet age profile:

- 30-passenger and larger vehicles: average of 5 years; no vehicle older than 10 years.

- Less than 30-passenger vehicles: average of 5 years; no vehicle older than 10 years.
- All vehicles added to the fleet during the Contract Term must be new, with the exception of “spare” vehicles, which shall be no older than six (6) years of age and shall have less than 80,000 miles at the time of addition.

Failure to maintain the stipulated age requirements during the Contract Term shall be considered a default under this Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the Contract Year (calculated on September 1st of each year). For example, a bus with a 2018 chassis year, at the beginning of the Contract Term (7/1/2023) would be considered five (5) years old. Vehicle ages will be calculated each Contract Year and the Contractor will provide the Board with a detailed fleet listing of the vehicles to be used for the Board’s transportation program at the beginning of each School Year stipulating that they meet this age criterion.

- 11.1.3 All buses, including spare buses, shall have operational flashing stop arms emergency roof hatches, front safety crossing control gates, and Child Check Mate or its equivalent.
- 11.1.4 Each vehicle (including school buses, school mini buses, school lift buses and special education vans) shall be equipped with two-way radios of at least 30-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicle shall be operated outside the Board’s boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. All radios or cell phones must be utilized consistent with Federal and State usage regulations. In areas with poor coverage, the Contractor shall provide alternative emergency communications procedures and/or equipment (i.e.: cell phone, repeater station).
- 11.1.5 The Contractor shall provide the Board with a two-way radio base station on the Contractor’s network.
- 11.1.6 All designated vehicles transporting special education students, who have documented physical and/or mental disabilities requiring specialized equipment, must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheelchairs must be forward facing and be restrained by a five-point restraint system: four floor tie- downs and one over the shoulder restraint. Should legislation require child restraints for students being provided service under this Contract, it shall be the Contractor’s responsibility to provide compliant restraints.

- 11.1.7 Up to 10 % of the Type C vehicles used pursuant to this Contract may be 71-passenger capacity vehicles to accommodate easier driving on narrower City streets. If the Contractor requires more than 10 % of such vehicles, the Contractor shall seek prior written approval from the Board. The Board may change the number of these vehicles that it needs at any time during the Contract Term and the Contractor shall provide the required number of vehicles.
- 11.1.8 The Board requires that fourteen (14) Type C vehicles be equipped with twenty-eight (28) seats installed in the first seven (7) rows with the remaining seats equipped with seatbelts. These vehicles will be used for the pre-kindergarten program.
- 11.1.9 At least eight (8) Type C vehicles must be equipped with undercarriage storage. If these buses are assigned to a daily run, they must be available in time to meet the sports trip schedules in the afternoon.
- 11.1.10 All buses shall be painted the standard school bus yellow. Route numbers for the Board shall be prominently displayed on the buses, consistent with State regulations. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the Board, located in the foremost passenger windows on each side of the vehicle, or on magnetic signs prominently displayed on the vehicle. Spare vehicles must have a system to allow the proper identification when providing services on a route. All buses must be identified with signs reading the "Consolidated School District of New Britain," located on both sides of the vehicles. All special education vehicles shall be identified with signs reading "Carrying School Children," located on both sides of the vehicles.
- 11.1.11 All the vehicles shall be maintained in first class repair and working order and in clean and sanitary condition, shall be adequately heated, and shall have sufficient power to operate in accordance with the schedule of the Board under reasonably foreseeable circumstances. Any problems, which might affect normal operation, shall be reported to the Superintendent or designee no later than 6:00 A.M.
- 11.1.12 Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior written approval by the Superintendent, only if there are spaces available on the vehicles and only in compliance with the Board's policies, drivers may transport up to two (2) of their own pre-school children on such routes. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required for the driver's children shall be the responsibility of the Contractor. If the Board gives its approval, it reserves the right to withdraw such approval if the driver benefit interferes with the provision of safe and effective services to the students or if there are no longer extra seats available on a vehicle. Such determination rests solely with the Board.

- 11.1.13 At any time during this Contract, the Board, at its discretion, shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the Contractor. It shall be the responsibility of the Contractor to carry out these recommendations within the reasonable time period designated by the Board. The Contractor and the Board will negotiate the cost of any equipment beyond the terms and condition of this Contract.
- 11.1.14 The Board may, on written notice, require the Contractor to discontinue the use of any vehicle, which it judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any vehicle shall be ordered, the Contractor shall forthwith replace said vehicle with another vehicle, which is capable of fulfilling the requirements of this Contract and the schedule
- 11.2 The Contractor shall provide to the Board prior to the start of each Contract Year, or as otherwise may be requested, in the form of Exhibit C, the year, make/model, student and seating capacity, of each vehicle to be utilized during the Contract Year.
- 11.3 Contractor must, upon request, provide the Board 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 so that the Board or its authorized agent may, at any time, request the written record of the inspections made by the Contractor. Such records shall be on a form approved by the Board.
- 11.4 During the Contract Term the Contractor shall have the right to substitute new or equivalent vehicles, provided prior written notice is given to the Board and such substitution meets the terms and conditions of this Contract.
- 11.5 In the event that the Board or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of this Contract, which are specific requirements for the operation of this Contract or immediate installation is required for continuing operation of the vehicles, Contractor and Board in good faith shall negotiate price increases applicable to such equipment requirement.
- 11.6 Buses shall be made available to the City for any emergency as declared by Mayor of New Britain. If drivers are not available, the Contractor agrees to allow the Town to use the buses with its own authorized drivers.. The Board shall not require additional use of the vehicles other than as required by the terms of this Contract.
- 11.7 Fuel for the vehicles shall be provided by the Board in accordance with Article 13.

ARTICLE 12. FACILITIES

- 12.1 The Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract. The site(s) to be utilized by the Contractor for the

operation and maintenance services must be within the City. The location of the site(s) cannot change without prior written consent of the Board. The Board reserves the right to inspect the terminal(s) periodically during the Contract Term.

- 12.2 The Contractor will insure or self-insure its own equipment, materials, and supplies stored on the premises against the loss through fire, vandalism, and theft. Furthermore, the Board will not be responsible for the loss by fire, vandalism, or theft of any personal items of the Contractor's employees that are stored or used at these lots.
- 12.3 The Contractor shall pay all motor vehicle, personal, excise, sales, use and other taxes or assessments with respect to the Contractor's vehicles, equipment, personal property and business operations on the applicable lot prior to same becoming delinquent. The Contractor shall register all buses being used for the Board in the City and pay the appropriate taxes to the City.
- 12.4 When not operating in service to the Board or removed for maintenance service at another location, all vehicles being used to provide services under the Contract shall be parked at the above described lots and be subject to the control and supervision of the Contractor. Buses shall not be parked at private residences or any other locations in the City, other than the designated bus lot.

ARTICLE 13. FUEL

- 13.1 The Board will furnish the Contractor, without charge, all fuel necessary to perform the transportation services required by the Board. The amount furnished shall be limited to the amount actually used in the performance of this Contract, or to:
 - 13.1.1 one (1) gallon of diesel for each five and one-half (5.5) route miles for 30+ passengers buses, or
 - 13.1.2 one (1) gallon of diesel for each twelve (12) route miles for 18-29 passenger vehicles, or
 - 13.1.3 one (1) gallon of diesel for each seven (7) route miles for Type II unleaded vehicles, or
 - 13.1.4 one (1) gallon of diesel for each twenty (20) route miles for cans or other unleaded vehicles.
- 13.2 Contractor agrees to furnish pumps and tanks for the safe storage of the fuel provided and to restrict the use of fuel provided solely for the Board's transportation program. If the Contractor cannot supply the tanks and pumps, the Contractor can make alternative fuel arrangements such as "wet fueling". Additionally, as an alternative to the Board supplied fuel, The Contractor and the Board may develop a process for the Board to credit the Contractor for fuel acquired by the Contractor based upon the fuel usage levels shown above and at the costs paid by the Board through its bulk-purchasing program. Any

incremental costs for fuel due to the Contractor's inability to maintain the expected on-site fueling systems shall be the exclusive responsibility of the Contractor.

- 13.3 Fuel will be ordered by the Board from an approved vendor for delivery to the Board approved terminal facility that can receive the amount of fuel without any charges to the Board above the approved price. The fuel ordered will be compliant with State regulations for exemption from taxes. The Board will not pay any fuel purchased by Contractor without such prior approval.
- 13.4 If on-site fuel tanks are utilized, the Contractor shall maintain Hazardous Materials Storage insurance coverage in accordance with Section 8.
- 13.5 The Contractor cannot purchase fuel, thereby delaying a Board's purchase/delivery without prior approval of the Board. Should the Contractor engage in this practice, the Contractor will forfeit the Board's delivery.
- 13.6 Allowable miles will be calculated based upon actual route miles as determined by the Board. Actual route miles will be calculated from the point of pick up in the morning until the last drop off in the morning, and from the first pick up at school in the P.M. to the last drop off. Direct miles between tiers in the A.M. or P.M. that are required by the Board will be considered part of the route miles. Deadhead mileage to and from the Contractor's terminal will not be included.

Allowable miles for field and sports trips will be based upon the miles per gallon for the size vehicle utilized, from point of pick up in the District to the point of return in the District. Route miles will be solely determined by the Board.

Fuel will be provided to the Contractor exclusively for the use of vehicles servicing the transportation program. The Board will determine the proper allocation of fuel based on the reimbursement levels and the Contractor will be limited to that annual quantity. The Board will not provide tax-exempt fuel for the Contractor's use except for specific services provided to the Board.

- 13.7 The Contractor and the Board shall meet prior to the beginning of each School Year to determine the allowable route mileage. Periodic meetings will occur throughout the School Year to evaluate any route changes and the potential impact on the fuel allowance.

The Contractor is required to provide drivers with specific training on fuel economy techniques including, but not limited to, non-idling programs.

ARTICLE 14. SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board, through its Superintendent, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special education

students who may have specialized loading requirements), and at no time are pupils to be transported off the public roads, except in compliance with present policy and/or practice.

ARTICLE 15. ROUTE SCHEDULING

- 15.1 Primary responsibility for route development will rest with the Board in consultation with the Contractor. The Board reserves the right to change any and all of its routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Contractor, or any driver, without the prior permission of the Board. The Board may request the assistance of the Contractor to evaluate or revise certain routes for efficiency. In such circumstances, the Contractor shall provide the Board with the requested assistance.

The Board reserves the right to change, reduce or designate additional pickup or discharge points when in the opinion of the Board it is necessary for the safety and welfare of children. This shall be at no additional charge to the Board.

Routes and schedules are to accommodate class schedules and shall be determined by the Board. The Board must be notified by telephone when a bus driver is aware that there will be a delay of fifteen (15) minutes or more in the transportation of students.

- 15.2 The Board desires to obtain maximum utilization of all equipment through a well-defined bus routine management program. The Board shall provide the Contractor with read only access to the Board's routing system two weeks prior to the start of the School Year.

Because of late enrollments, routes and loads will be flexible. Only the Superintendent or his/her designee will authorize route changes. The Board encourages input from the Contractor on changes that will increase safety and/or efficiency.

- 15.3 The Contractor shall be required to use a comprehensive computerized/automated routing system (Versa Trans or comparable). The Contractor Shall provide the necessary computer equipment, internet access, and staff training to facilitate the Contractor's "read-only" access to the Board's routing system. The Board will pay for the software license that may be required by the routing software vendor. At the termination of this Contract, the Contractor agrees to surrender any software licenses, proprietary information, or Board data if so directed by the Board. The Board reserves the right to change the routing software programs during the Contract Term.

- 15.4 The parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The Board reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for in the Contract.

- 15.5 Special Education schedules shall reflect the unique needs of special education students. Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The Board will endeavor to provide the Contractor notice prior to the initiation of said new service.
- 15.6 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board, including the calendars of all other schools for which the Board is to provide transportation services. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as the Board declares official school days.
- 15.7 Each bus used under this Contract will display the proper Bus Number, consistent with State regulations as to size and location, and must be identified with signs reading “the Consolidated School District of New Britain” with the associated rout number.
- 15.8 A copy of the route the bus is serving and the student’s names and addresses in the routes will be carried in the vehicle at all times. Drivers and spare drivers are expected to be familiar with routes prior to the opening of school.
- 15.9 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Board, as identified on Exhibit A.
- 15.10 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth by the Board. The Contractor shall also provide:
- 15.10.1 Noon dismissals when required.
 - 15.10.2 Early dismissals and late arrivals as per calendars provided by the Board.
 - 15.10.3 Comparable transportation from all non-public schools covered by this Contract on days when the New Britain public Schools have other than regular dismissal.
 - 15.10.4 Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor shall accommodate these early dismissals at no additional cost to the Board.
 - 15.10.5 Dismissals as required during December, March and June examination weeks in the high school.
 - 15.10.6 Summer transportation as detailed in Exhibit A, as it may be modified year to year by the Board, and as required by the individual student programs. Summer transportation shall commence with the summer of 2023.

- 15.10.7 The Contractor will delay, at no additional cost to the Board, the morning routes as requested and vehicles are to be available on any day that the Superintendent institutes a delayed opening of school due to adverse conditions or any other emergency.
- 15.11 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the Board within three business days of its request.
- 15.12 Vehicles shall pass over state highway and town-accepted roads only. If this cannot be accomplished, the Superintendent is to be notified as soon as possible. If any route cannot be traveled as planned, the Contractor shall notify the Superintendent immediately. If emergency conditions necessitate a temporary change in routes, the Superintendent shall be notified.
- 15.13 Trial Runs

On a day established by the Board and within two weeks prior to the first day of service under this Contract, each regular driver for the Board's transportation services will make at least one (1) trial A.M. and P.M. run to include all stops assigned on the route. The trial run shall be made with the bus assigned to the driver or a bus of similar capacity and features. Drivers are expected to become familiar with their assigned routes and proficient in meeting the time demands of the routes. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. The Contractor must provide written verification of this trial run process to the Board no later than one week prior to the beginning of school of each Contract Year. Trial runs must be operated during the typical A.M. and P.M. times in order to replicate common traffic issues and related times. The cost of the trial runs shall be borne by the Contractor and will not be billed to the Board. However, the Board reserves the right to require additional trial runs and in those instances such Board will reimburse the Contractor for its documented out-of-pocket expenses for these runs. Such runs could include test runs on potential snow days.

ARTICLE 16. OPERATING MATTERS

- 16.1 Boards' Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the Board as set out in the present written policies and rules of the Board, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Board for its transportation services. The Board's policies are available on its website.
- 16.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. Additionally, drivers and bus aides, monitors and/or attendants assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers, monitors, attendants and aides shall also receive training on the proper methods of securing each type of wheelchair transported under the Contract. The cost of such instruction shall

be paid by the Contractor. Should the District employ one or more bus monitors, aides, and/or attendants, these monitors, aides and/or attendants will be trained by the Contractor at the Contractor's expense. The Board will reimburse the Contractor for any out-of-pocket expenses associated with the training of District-employed monitors, aides and/or attendants, including any physical exams or licensing. The District will be responsible for any payroll expenses for these District employees.

The Board may make available to the Contractor's employees additional specialized training for the Board's transportation services. The Board will cover the cost of said training with the exception of the Contractor's employees' wages which shall be the responsibility of the Contractor. The Contractor shall make all reasonable efforts to facilitate the scheduling and employee availability for this training.

16.3 Emergency Bus Drill: The Contractor shall, when requested, provide a bus and driver for annual student emergency bus evacuation drills, as required by law, as well as new student bus safety indoctrination programs. The Board shall arrange for the drills or programs for its students. Such services shall be provided at no additional cost to the Board. All training must meet or exceed the mandates included in the policies of the Board. Emergency training shall include, but not be limited to, providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident.

16.4 Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather or other emergencies, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the Board.

Should the City experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. The rate for reimbursement for costs incurred by the Contractor shall be based on the Excess Hourly Rate for the appropriate Vehicle as set forth in Exhibit B.

16.5 The Contractor's Reports: The Contractor shall deliver to the Superintendent or his/her designee, the following reports.

16.5.1 Accidents: In the event of any accident involving the operation of a vehicle being used under this Contract, the Board's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by the Contractor in a timely fashion. The Contractor must also comply with all

Federal, State, and/or Board regulations or policies relative to accident reporting, investigations, and reviews. The Board reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

- 16.5.2 Student Discipline Matters: In the event of any student discipline matter involving a Board's student, the Contractor shall immediately notify the individual school building administration, and the Board's liaison, in the manner as prescribed by the subject school or the Board's policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the Board.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly in accordance with the procedures in effect for the Board system as to such students during the term of the Contract. It is of paramount importance that drivers maintain good order on the school buses. Drivers may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause the Board to request the removal of such driver who fails to do so. Any cost or salary reimbursement for attendance by drivers shall be borne by the Contractor.

- 16.5.3 Student Counts: A student count for the Board's students is required in October, January and April during the School Year with the counts added to the Monthly Report. The Contractor will provide whatever assistance is requested by the Board in the compilation of this data.

- 16.5.4 Compliance with Section 10-221c reporting: The Contractor shall assist the Board in the tracking and filing of complaint and accident information consistent with the requirements of Section 10-221c of the Connecticut General Statutes.

- 16.5.5 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver shall file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his designee during business hours.

- 16.6 Rights to Property: As a condition of this Contract, the Contractor agrees to allow the Board's administrative personnel or their authorized representative(s) on any property connected with the service provided to the Board for the purpose of inspection at any time. The Contractor shall also make the garage facility and maintenance records available for inspection by school personnel of the Board.

- 16.7 Authorization of Students for Transportation: Only those children, adults or other person(s) authorized by the Board to be transported shall be transported in the vehicles used for the Board's transportation under the Contract. The Contractor shall agree to secure the prior

written approval of the Board before agreeing to undertake the transportation of pupils for other Boards, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the Board with copies of each such related contract with another school, Board or individual for such transportation. The Board reserves the right to assign students from other Boards to buses/routes. The Board reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the Board and the Contractor.

- 16.9 The Contractor will cooperate with the Board in maintaining a quality public relations program with the parents, community and news media so that any information affecting the transportation program can be brought to the attention of the public. The Contractor shall not directly provide information or communicate directly with media without prior Board approval unless the subject is one which is on the Contractor's list of approved subjects, provided by the Board that may be discussed with parents and community.

ARTICLE 17. CHANGES IN BASE PROGRAM

Should changes in the Board's operation require an increase or decrease in the number of vehicles needed to properly operate the transportation program for the Board, the change shall be reflected by using the proposal amount quoted per vehicle, per day on Exhibit B. Additional vehicles shall be at the price per vehicle/per day described in Exhibit B. Any reduction in vehicles shall reduce the amount paid by the Board per vehicle/per day as shown in Exhibit B attributable to the vehicle(s) that are no longer needed. Such modifications shall reflect the appropriate renewal increases.

The Board must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation from the Board. Failure by the Contractor to notify the Board of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to the Contract.

ARTICLE 18. COMPLIANCE REQUIREMENTS

- 18.1 Compliance with Title IX Regulations

The Contractor shall comply with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education).

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

- 18.2 Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973

The Contractor shall comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability).

ARTICLE 19. TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT

The Board has the ability to cancel this Contract at the end of any Contract Year due to the failure of the state legislature or other applicable government entity to provide adequate funding to allow the Board to provide transportation services to students serviced by the Board. The Board shall provide written notice to Contractor of such termination on or before January 2 prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of the Contract in accordance with this provision, the Contractor shall be entitled to a right of first refusal to provide continuing services to the Board under this Contract.

ARTICLE 20. DEFAULT

20.1 CONTRACTOR'S DEFAULT.

The Board shall have the right to terminate the Contract upon thirty (30) days written notice to the Contractor of such default ("default notice") and an opportunity to cure the violation if, at any time during the term of the Contract, it is determined at the sole discretion of the Board that the Contractor:

- 20.1.1 has failed to provide the level of services required under the Contract;
- 20.1.2 has failed to fulfill services required in accordance with agreed schedules;
- 20.1.3 has become insolvent;
- 20.1.4 makes an assignment for the benefit of creditors;
- 20.1.5 files a voluntary petition in bankruptcy;
- 20.1.6 is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
- 20.1.7 abandons the work;
- 20.1.8 subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein;
- 20.1.9 fails to provide the insurance required in the Contract;
- 20.1.10 fails to provide the Performance Bond required by the Contract; or
- 20.1.11 fails to comply with any other term or condition contained in the Contract.

If, at the end of the thirty (30) day default notice period, the Contractor has not remedied the violation, the Board may terminate this Contract. This remedy is in addition to any other remedies the Board may have.

In the event of termination of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including, but not limited to, costs associated with the bidding process, attorney's fees, and any and all increase in costs for transportation service for the duration of the term of the original Contract irrespective of the Performance Bond.

In addition, in the event that the buses contracted for herein are unavailable for service, the Contractor shall be considered in default and the Board shall be free to contract with any other person or company for bus transportation service. One-day cessation of bus services shall constitute a default of the Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day. Under these circumstances, the Contractor shall be responsible for any and all increase in costs for transportation service for the duration of the remaining Contract Term.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the Board as soon as such information becomes known to it, and the Board shall be free to make interim arrangements for bus service. Alternatively, the Contractor shall obtain temporary interim service and shall compensate the Board for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained within five (5) school days of the cessation of service, the Board shall have the option of terminating the Contract, calling the Performance Bond and/or other security or taking such action as may be authorized by law.

Notwithstanding the thirty (30) day's default notice, if the Contractor ceases transportation services for one or more school days, except as a result of any Force Majeure event as defined below, the Board shall have the unilateral right to declare the Contractor in default and call the Performance Bond.

If the Contract is terminated as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination. Any payments made to the contractor by the Board pursuant to the terms of the Contract will be adjusted and any monies that should be refunded to the board will be remitted within fifteen (15) days of termination.

ARTICLE 21. NON-PERFORMANCE DAMAGES

The Board has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Board and the Contractor agree that in certain circumstances, the actual amount of damages incurred by the Board will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess damages against the Contractor, related to the services provided to the Board, to be paid as

liquidated damages and not as a penalty or forfeiture. In addition, the Board will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the Board will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the Board's decision on whether or not a mitigating circumstance existed.

In view of the difficulty the Board will suffer by reason of performance defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages and enforceable for breach of this Contract:

- 21.1 If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, and the Contractor is paid in ten (10) equal monthly payments, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. If the Contractor is paid on a monthly basis predicated on actual vehicle use, and does not invoice the Board for the vehicle not used, then the Board may deduct from its monthly payment \$100.00, or the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section unless agreed upon by the Board.
- 21.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the 30-minute reporting requirement and the Contractor is paid in ten (10) equal monthly payments, the Board shall deduct from its monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- 21.3 This Contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$100.00 from its monthly payment for each such occurrence.
- 21.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by a Board and/or does not meet the requirements of the State of Connecticut, the Board shall deduct \$150.00 per day from the Board's monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day. Should the Contractor fail to address this issue, the Contractor is liable for deductions equivalent to the cost of a 77-passenger bus for five hours per day for regular transportation, or Type II (26-passenger vehicle) for five hours per day for special needs, for the appropriate Contract period for each day that the non-compliance occurs.

- 21.5 The Board requires that all buses that are utilized in the performance of this Contract have operating and active radios, or comparable communication devices (cellular phones). A \$100 per day per vehicle liquidated damages shall be assessed for any vehicle which does not comply with this requirement.
- 21.6 The Board requires that all buses are equipped with operating digital cameras, GPS and AVL and will provide video footage upon request by the Board within 24 hours. A \$100 per day per vehicle liquidated damages shall be assessed for any request that is not met within this timeframe.
- 21.7 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the Board, the Contractor may be assessed a \$100 per day per vehicle liquidated damages.
- 21.8 The Contractor is precluded from the use of any vehicle performing services under this Contract that exceeds ten (10) years of age and for spares, exceeding six (6) years of age. Should a bus be utilized in violation of the fleet age provisions, the Contractor will be assessed a \$50 per day per vehicle liquidated damages plus the per diem cost for that vehicle.
- 21.9 The Manager, Dispatcher and/or on-site transportation supervisors are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the Board. Should the Manager and/or on-site transportation supervisors drive one or more routes without the prior approval of the Board, the Board reserves the right to deduct \$200.00 per incident.
- 21.10 If at any time the Contractor uses a driver, monitor, aide or attendant in the performance of this Contract who has not been approved by the Board and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for liquidated damages of \$150.00 per day for each such person employed, plus the per diem cost of the vehicle for that day.
- 21.11 In the event a strike or other occurrence causes an interruption of services for more than 24 hours the Board shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the Contractor.
- 21.12 Extra-curricular transportation is an important element of the Board's educational program. Therefore, it is expected that the Contractor will meet the Board's needs given the Board duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the Board for the trip, a \$100 per missed trip liquidated damages deduction from any payments due to the Contractor under this Contract, and a reimbursement to the Board for any financial consequential damages that the Board may incur as a result of the missed

trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the Board reserves the right to assess \$100 per trip liquidated damages for the late arrival.

The Board realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the Board at the earliest possible date/time of the potential shortage. No liquidated damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have sufficient staff to meet the Board's needs.

- 21.13 A reliable transportation system is important to meet the education requirements of the students and the Board. To this end, students must be picked up in the A.M. in a timely and consistent manner, and students must be delivered home in the P.M. in a timely and efficient manner. No buses permitted at a school in the A.M. more than 15 minutes prior to the bell time without permission from the Transportation Office, and all buses must arrive at their A.M. school time prior to the scheduled arrival time. In the P.M., a bus is not late until 15 minutes past the bell time. A vehicle that violates the A.M. or P.M. time standard may be assessed liquidated damages of \$50 per occurrence. Should situations beyond the control of the Contractor cause the late pick up in the P.M. (weather/traffic but not driver shortages) the liquidated damage will not be assessed.
- 21.14 Buses may be required to carry the Transportation Care Plans provided by the Board for assigned students. If a bus is found not to have on-board the required Transportation Care Plan, the Board reserves the right to deduct \$50 per day from its monthly billing for each day that the Transportation Care Plan is absent from the bus.
- 21.15 Notwithstanding the foregoing, if the Contractor fails to meet any other requirements stated in this Contract, the Contractor shall be liable for liquidated damages of \$300 per day per failure for each such occurrence.
- 21.16 It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the Board to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the School Year. The rights and remedies set forth in this Article are in addition to any other rights or remedies available to the Board under this Contract, in law and equity.

In the event there is any increase or decrease in service levels, Contractor shall be afforded a period of ten (10) School Days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet Board requirements.

The Board shall accumulate any liquidated damages assessed and delay the collection of same against the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,500 in any School Year. Should that assessment level be reached, the Board reserves the right to collect all accumulated liquidated damages. During the term of any accumulation, the Board will provide the Contractor notice of liquidated damages assessed and provide the Contractor with an opportunity to remedy the violated actions and or respond to the Board's determination.

It is expressly understood by the Contractor that the Board, by not exercising its rights, or by waiving any of the provisions of this Contract, or by exercising the provisions of this Contract in a particular way, shall not be deemed to have waived any of its rights or the Contract requirements despite any previous non-exercise or waiver.

ARTICLE 22. ACTS NOT IN CONTROL OF CONTRACTOR

Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, acts of public enemies, epidemic, pandemic, quarantine, civil disturbance, natural catastrophes, governmental acts or omissions, fire, explosion, or for any other acts not within the control of the Contractor (each, a "Force Majeure Event"), and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

For the avoidance of doubt, Force Majeure Events shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the failure to provide sufficient bus drivers to cover the transportation needs of the Board.

Notwithstanding any provision of this Contract to the contrary, if the Board, or any government agency suspends in person classes for ten (10) consecutive School Days or more during the Contract Term due to a pandemic or other Force Majeure Event (the "Closure Period"), for each School Day over ten (10) consecutive School Days of closure during the Closure Period that school would have been in person but for the Closure Period, the Board shall negotiate in good faith equitable adjustments with the Contractor to cover fixed and variable costs that are designed to capture the costs associated with the contractual obligations of the Contractor to provide transportation services to the Board. For purposes of this Contract variable cost is defined as costs associated with hourly employees and fixed costs include but are not limited to costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs.

ARTICLE 23. PERFORMANCE BOND

Contractor shall furnish at its own expense a performance bond with an option to renew, as determined by the Board, each succeeding year of the Contract Term, in a form satisfactory to Board conditioned on the faithful and continuous performance of the Contract terms and conditions. The bond shall be equal to one hundred percent (100%) of the Contract Price for the Contract Year. The performance bond shall be issued by a surety company acceptable to the Board and licensed to do business in Connecticut. Should the Contractor fail to deliver the performance bond 30 days prior to initiation of a new Contract Year, the Board shall withhold any and all payments to the Contractor until such time as the performance bond is received by the Board. Should the Contract price increase in the any Contract Year, the performance bond for that Contract Year will similarly be increased to be equal 100% of the Contract Price.

By January 31 of the Contract Year, the Board will advise the Contractor if a performance bond is required for the next Contract Year.

ARTICLE 24. NO ASSIGNMENT BY CONTRACTOR

It is mutually understood and agreed that this Contract shall not be assigned by the parties hereto, without the written consent of the Board, which consent shall not be unreasonably withheld or delayed; provided, however, that Contractor may, without approval, assign the Contract to a parent, subsidiary, related or affiliated company, provided the services and level of services provided under this Contract do not change. Furthermore, the Contractor shall have the right to assign or otherwise transfer this Contract in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other party, provided the services and level of services provided under this Contract do not change. .

ARTICLE 25. INCORPORATION OF DOCUMENTS

All of the documents attached hereto, as well as, the RFP, together with all exhibits thereto, and any Addendum or Addenda, and Contractor's Proposal, shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid.

ARTICLE 26. OTHER CONTRACTORS

The Board reserves the right to award the contract to multiple vendors. In order to meet the operating requirements of the Board, it is understood that the Contract in no way excludes the Board from using their own vehicles, drivers, aides, monitors and/or attendants or services provided by other school boards. The Board may also contract with other contractors in the event that the Contractor cannot meet the Board's needs.

ARTICLE 27. NO WAIVER

No action or failure to act on the part of the Board to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Board is entitled, nor shall such action or failure to act on the part of the Board waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE 28. FREEDOM OF INFORMATION ACT

The Board is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). The Board 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 the Board pursuant to FOIA.

ARTICLE 29. GOVERNING LAW, MERGER, SEVERABILITY

- 29.1 Choice of Law. The parties agree that this Contract and any disputes arising from or relating to this Contract, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- 29.2 The parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies in accordance with 28.3 below.
- 29.3 Choice of Forum. The parties agree that any and all disputes arising from or relating to this Contract, including its formation and validity, shall be settled in the courts of the State of Connecticut.
- 29.4 Amendment. This Contract may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- 29.5 Severability. A court finding of invalidity for any provision of this Contract does not invalidate other provisions or applications that are not affected by the finding.

ARTICLE 30. STUDENT DATA PRIVACY

Article 30 identifies the obligations of the parties relative to the safety and confidentiality of student information and student records and student generated content (collectively, “Student Data”) received or obtained by the Contractor from the Board in connection with this Contract.

- 30.1 For purposes of this Article, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be defined by the

Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

30.2 The Contractor agrees to the following:

- 30.2.1 The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning Student Data that is applicable to the Board contrary to Board policy.
- 30.2.2 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.
- 30.2.3 The Board may request that the Contractor delete any Student Data in the Contractor’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such Student Data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested Student Data within a reasonable time period, and without undue delay, but not longer than five (5) business days after receiving such a request.
- 30.2.4 The Contractor shall not use Student Data for any purposes other than those authorized in this Contract and the Contractor, and may not use Student Data for any targeted advertising.
- 30.2.5 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 a reasonable amount of time, and without undue delay, but no longer than five (5) business days after 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 Confidentiality and Access to Education Records Policy.

30.3 Security and Confidentiality of Student Data

- 30.3.1 The Contractor and the Board shall ensure that they each comply with the FERPA. If Contractor will have access to “education records” of Board’s students as defined under FERPA, Contractor is and will remain under the direct control of the Board with respect to use and maintenance of education records

and will use and disclose personally identifiable information that may be contained in such education records only for the purpose of fulfilling its duties and providing services under the Contract including to (a) develop, improve, and customize any and services provided to Board; (b) comply with any applicable law or regulation.

30.3.2 Further, the Contractor shall implement and maintain security procedures and practices designed to protect the security and confidentiality of Student Data that, based on the sensitivity of the data and the risk of unauthorized access.

30.3.2.1 Use 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;

30.3.2.2 Maintain technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;

30.3.2.3 Otherwise meet or exceed industry standards relating to the safeguarding of confidential information.

30.4 Prohibited Uses of Student Data

30.4.1 The Contractor shall not retain, and the Board shall not otherwise make available, any Student Data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Contract for the purpose of storing student-generated content.

30.5 Data Breaches

30.5.1 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 notice to the Board without unreasonable delay, but no more than thirty (30) days after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent or his/her designee and shall include the following information, to the extent known at the time of notification:

30.5.1.1 *Date and time of the breach;*

30.5.1.2 *Names of student(s) whose Student Data was released, disclosed or acquired;*

30.5.1.3 *The nature and extent of the breach;*

30.5.1.4 *The Contractor’s proposed plan to investigate and remediate the breach.*

30.5.2 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 discovery of the breach, unless a longer period is allowed under applicable law, shall provide the Board with a notice of the breach. During such thirty (30) day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system. To, the extent known, Contractor's notification to the Board shall include the following information: 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. Contractor agrees to supplement its notification to the Board to the extent that additional information becomes known after its initial notice to the Board.

30.5.3 The Contractor agrees to cooperate with the Board with respect to investigation of the breach. If the breach was caused by the Contractor, the Contractor agrees to reimburse the Board for its reasonable and documented costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

30.6 Term of Article 30

30.6.1 Upon conclusion or termination of the Contract, Article 30 shall terminate when all of the Student Data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board. If it is infeasible to return or completely delete or destroy the Student Data, protections are extended to such Student Data in accordance with the provisions of Paragraph 30.6.2 below.

30.6.2 In the event that the Contractor determines that returning or completely deleting or destroying the Student Data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Contract to such Student Data and limit further uses and disclosures of such Student Data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such Student Data and shall maintain its security pursuant to this Contract for so long as the Contractor possesses or maintains such Student Data. In the event a disaster recovery system containing Student Data is used to repopulate the Contractor's databases following the recovery from a disaster, the Contractor shall delete all such Student Data immediately.

ARTICLE 31. NOTICES

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:

Consolidated School District of New Britain
Superintendent
272 Main Street,
New Britain, CT 06051

First Student, Inc.
1 Hartford Square
New Britain, CT 06051

With a copy to:

First Student, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel's Office

ARTICLE 32. AFFIRMATIVE ACTION

The Contractor will submit a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Contract because of race, color, creed, sex or national origin. The Contractor agrees to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin.

EXHIBIT A
TRANSPORTATION PROGRAM

The program described herein covers various aspects of the transportation program operated by the Board.

Home-to-School (Public/Private/Parochial) and Summer Transportation

The Contractor shall provide a variety of transportation services. In all cases, the determination on the capacity and style of bus to utilize will be made by the Board in consultation with the Contractor. Should the Board and Contractor disagree on the bus to be utilized, the final decision rests solely with the Board. The Contractor shall not modify or adjust the vehicle capacities serving the Board without the prior written approval of the Board.

The Contractor shall provide transportation services; regular home-to-school (public/private/parochial) and Summer transportation. Special needs services are mainly assigned to another contractor.

For home-to-school transportation, the pricing system used in this Contract is based upon the length of day the specific vehicle is in use on behalf of the Board. The daily usage shall be determined based upon the scheduled run length as determined by the Board when the bus is in direct service to the Board. The daily usage shall be based upon “live” run times which are defined as from the point of pick-up to the point of drop-off. P.M. run times shall begin at the building arrival time as determined by the Board, and end at the last student drop-off. The run times do not include pre or post trip times, or deadhead times from or to the contractor’s facility.

Driving time (“live time”) for out-of-Board runs will be calculated in the same manner with the exception that if a Contractor utilizes a facility outside of the Board, and the bus returns to the Contractor’s facility in less time than it would take to return to the Board, the run time will be adjusted to the actual time back to the Contractor’s terminal. Compensated times will be determined by the Board based upon the trial runs.

Times between schools during an A.M. or P.M. run package shall be considered live time and shall become part of the scheduled day for payment purposes. All run times shall be determined by the Board. The total time for the day shall determine the pricing level for that bus (4 hours, 5 hours, or 6 hours based upon the rates in Exhibit B). Run times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex. 4 hours and 10 minutes would be paid for 4.25 hours while 4 hours and 35 minutes would be rounded to 4.5 hours). Quarter hour rates will be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate, which would then be added to lower hourly rate. For example, to calculate the rate for 4.25 hours, the 4-hour rate would be subtracted from the 5-hour rate with the resulting difference divided by 4 and then added to the four-hour rate. (If the 4-hour rate is \$200, and the 5-hour rate is \$240, the difference is \$40 which would be divided by 4

to arrive at \$10 which would make the rate for a 4.25-hour bus to be \$210.) Times in excess of the 6 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

Whenever necessary, compensated times will be determined by the Board based upon trial runs, computer designed schedules, and/or GPS data. Once the runs are established at the beginning of the School Year, unless there are material changes in route length (15 minutes or more), no change in compensation for that School Year will occur. In all cases, the final determination as to run times and payments will be determined by the Board with the use of GPS.

During the term of the contract, the Board may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices as shown on Exhibit B and at run times as determined by the Board. The amount of compensation to be paid to the Contractor for any increase or decrease in number of vehicles, work or services as so ordered shall be determined by the applicable prices, set forth in Exhibit B, for the actual vehicles in use. Additional vehicles shall be at the price per vehicle/per day described in Exhibit B for Transportation Services and any reduction in vehicles shall reduce the amount the Board pays per vehicle/per day described in Exhibit B for Transportation Services attributable to the vehicle(s) that will no longer be needed. Consequently, if, due to driver shortages for example, the Contractor doubles-up the runs, decreasing the number of vehicles actually used, the Contractor will only be compensated for the actual number of vehicles used (the decreased amount) to transport students.

Mid-day kindergarten runs, and late runs, will be based upon a one-hour guarantee unless the mid-day or late runs are operated contiguous to regular school runs. "Contiguous" is defined as within 30 minutes of a scheduled run. Time between the end of the regular run and beginning of a contiguous mid-day out-of-Board run, or late run, would be considered compensated time. If a mid-day run, or late run, is operated under the contiguous time definition, the length of the run may be added (at Board option) to the A.M. and P.M. run times to determine a total length of day for billing. Mid-day or late runs that are operated later than the 30-minute contiguous time definition shall begin at the scheduled pick-up time at the school building and shall end upon the discharge of the last student. The Contractor shall maintain sufficient documentation to support the time-based billing issued to the Board. The Board reserves the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School Board. Prior to the initiation of any run, the Board will notify the Contractor of the time allocation and approved payment basis for the run.

Shuttle runs will be guaranteed one hour unless the shuttle begins or ends contiguous to a daily route. "Contiguous" for the purposes of this definition would be considered 30 minutes or less. For example, a shuttle that begins at 1:15 and ends at 2:30, and then transitions into a P.M. route that begins at 2:45 and ends at 4:00 would be considered one P.M. route with a run length of 2 hours and 45 minutes.

The monitors, aides or attendants will be paid for the time that they actually work, as determined by the run times calculated by the Board where the bus monitor services are required as set forth on Exhibit B. Payment will be made in quarter hour segments, rounded to the nearest quarter hour.

Unless a monitor leaves during the A.M. or P.M. run, the monitor would be paid for the same run length as the bus, minus the pre-post trip times. The use or need for a monitor rests solely with the Board. There may be times when special needs runs require the services of a nurse. Although the nurse will be provided by the Board, the Contractor will be required to facilitate the transport of the nurse with methods and procedures as determined by the Board.

For billing purposes, any run times that are in excess of 6 hours per day will be billed at the excess hourly rate as shown in Exhibit B. This excess hourly rate is based upon route times, and shall be billed in 15-minute intervals, rounded to the nearest quarter-hour. This excess time shall be established by the Board in similar fashion to the run lengths determined for the length of day.

Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted. Contractor's billing must reflect these changes, and all such changes must be approved in advance by the Board. If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Board and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the Board prior to performing the service, the Board reserves the right to determine the most appropriate method of reimbursing the Contractor.

The Contractor shall provide sufficient Type –C vehicles for the Board's summer programs.

The City of New Britain, or any department of the City, may choose to contract for transportation services for their summer programs. These buses will be provided to the City or the department at the same rates as provided to the Board under the contract, with an adjustment to the price to reflect the Contractor's provision of fuel, pursuant to a separate contract between the City or the department and the Contractor.

Field and Sports Trips

The Contractor shall be compensated for Field and Sports trips based upon a rate per hour as shown in Exhibit B, plus a rate per mile for "out-of-Board" trips that exceed 100 round-trip miles. For field or sports trips that are considered "in-Board", the Board will guarantee one (1) hour of billing at the driving time rate. For field or sports trips that are "out-of-Board", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 3 hours and 10 minutes would be billed at a rate of 3.25 times the hourly rate as stipulated in the form of Proposal. Mileage and billable time will be based upon a round trip from the Board's school and will be paid for only those miles that exceed 100 round-trip miles.

The Contractor shall be compensated for Field and Sports trips based upon a rate per hour as shown in Exhibit B

The Board may conduct some "drop and pick" field or sports trips. These are only to be done at the specific request of the Board. Should a "drop and pick" be requested, the Contractor would be

reimbursed for all necessary tolls both during the live runs and deadhead runs. Additionally, driving time will be based upon the charter departure time in the Board to return to the Board's site. For the "pick-up" portion of the trip, the time will be from the Board's site to the pick-up point and back to the Board's site. For "drop and pick" runs, the driving time paid will be total driving time for both sections of the run with the total driving time being at least one hour of driving time.

In the event that a field or sports trip is not cancelled by the Board with at least one (1) hour of notice provided to the Contractor, and if the Contractor can demonstrate to the satisfaction of the Board that it incurred labor costs due to the late cancellation, then the Board will pay the Contractor a cancellation fee of \$35.00.

Fuel will be provided to the Contractor by the Board consistent with the provisions in Article 13 of the Contract.

The City of New Britain, or any department of the City, may choose to contract for vehicles for field trip services at the same rates as provided to the Board under the Contract (with the exception of a fuel adjustment), in the appropriate category, pursuant to a separate contract between the City or the department and the Contractor. The Board will not provide fuel for services provided to non-Board operations.

Schools

The Contractor shall provide transportation services to all students and the following Schools include, but are not limited to, all Board schools:

Brookside School
Chamberlain Elementary School
DiLoreto Elementary & Middle School
Gaffney Elementary School
HALS Academy
Holmes Elementary School
Jefferson Elementary School
Lincoln Elementary School
New Britain High School
New Britain High School Satellite Careers Academy
New Britain Transitional Center
Northend Elementary School
Pulaski Middle School
Roosevelt Early Learning Center
Slade Middle School
Smalley Elementary School
Smith Elementary School
Vance Elementary School

In addition to the foregoing schools, the Board maintains close ties with several community organizations and City departments, which are referred to as “Community Partners.” The Contractor shall furnish any transportation services to the Community Partners in accordance with the same terms and conditions of those transportation services provided hereunder, including the prices set forth in Exhibit B.

Locations include, but are not limited to:

- Boys & Girls Club of New Britain
- The Friendship Center
- The HRA of New Britain
- New Britain Park, Recreation, and Community Services Department an any or all of its facilities
- OIC
- Pathways Senderos
- YMCA
- The YMCA of New Britain

EXHIBIT B

Consolidated School District of New Britain						
Bid to provide student transportation services pursuant to the specifications with a Bid submission date of December 15, 2022						
Bidder Name:	First Student, Inc.					
	Rate per Day per Vehicle					
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
Type-C 77 Passenger						
4 Hours per Day	\$ 401.74	\$ 421.83	\$ 442.92	\$ 465.07	\$ 488.32	
4.5 Hours per Day	\$ 424.83	\$ 446.07	\$ 468.37	\$ 491.79	\$ 516.38	
5 Hours per Day	\$ 447.92	\$ 470.32	\$ 493.84	\$ 518.53	\$ 544.46	
5.5 Hours per Day	\$ 471.01	\$ 494.56	\$ 519.29	\$ 545.25	\$ 572.51	
6 Hours per Day	\$ 494.07	\$ 518.77	\$ 544.71	\$ 571.95	\$ 600.55	
Excess Rate per Hour	\$ 53.27	\$ 55.93	\$ 58.73	\$ 61.67	\$ 64.75	
Type-A 26 Passenger						
4 Hours per Day	\$ 401.74	\$ 421.83	\$ 442.92	\$ 465.07	\$ 488.32	
4.5 Hours per Day	\$ 424.83	\$ 446.07	\$ 468.37	\$ 491.79	\$ 516.38	
5 Hours per Day	\$ 447.92	\$ 470.32	\$ 493.84	\$ 518.53	\$ 544.46	
5.5 Hours per Day	\$ 471.01	\$ 494.56	\$ 519.29	\$ 545.25	\$ 572.51	
6 Hours per Day	\$ 494.07	\$ 518.77	\$ 544.71	\$ 571.95	\$ 600.55	
Excess Rate per Hour	\$ 53.27	\$ 55.93	\$ 58.73	\$ 61.67	\$ 64.75	
Bus Monitor/Attendant						
Rate Per Hour	\$ 28.70	\$ 30.14	\$ 31.65	\$ 33.23	\$ 34.89	
Minimum Daily Charge	\$ 57.40	\$ 60.28	\$ 63.30	\$ 66.46	\$ 69.78	

Field & Sports – In District Cost per Hour					
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
Type-C 77 Passenger	\$ 60.00	\$ 63.01	\$ 66.16	\$ 69.47	\$ 72.94
Type-A 26 Passenger	\$ 60.00	\$ 63.01	\$ 66.16	\$ 69.47	\$ 72.94
Bus Monitor	\$ 28.70	\$ 30.14	\$ 31.65	\$ 33.23	\$ 34.89

Field & Sports – Out of District Cost per Hour					
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
Type-C 77 Passenger	\$ 60.00	\$ 63.01	\$ 66.16	\$ 69.47	\$ 72.94
Type-A 26 Passenger	\$ 60.00	\$ 63.01	\$ 66.16	\$ 69.47	\$ 72.94
Bus Monitor	\$ 28.70	\$ 30.14	\$ 31.65	\$ 33.23	\$ 34.89

Rate per mile over 25 miles	\$	1.04	\$	1.09	\$	1.14	\$	1.20	\$	1.26
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Sample Pricing Pages -- Alternates

Pre-Payment Discount (Alternate 5.1)					
Percentage discount applied to pre-payment amount consistent with Alternate 5.1.					
	2023-24	2024-25	2025-26	2026-27	2027-28
Discount per pre-payment period for Home-to-School program: %	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal

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 (Proof of ability to provide a bond with requirements must be submitted with the Proposal

Annual charge 100% of contract price:					
	2023-24	2024-25	2025-26	2026-27	2027-28
Dollar Amount	\$ 81,125.00	\$ 83,550.00	\$ 86,075.00	\$ 88,650.00	\$ 91,300.00
Or %	No Proposal	No Proposal	No Proposal	No Proposal	No Proposal

Proposer's Signature: 
 Name: Claire Miller
 Title: SVP Strategy, Business Development, Marketing and Communications

EXHIBIT C
FLEET LIST

	VIN	Manufacturer	Model	Year	Passengers	Fuel Code
1	4UZABRFC8KCKV2032	FRGHT	C2	2019	77	Diesel
2	4UZABRFCXKCKV2033	FRGHT	C2	2019	77	Diesel
3	4UZABRFC1KCKV2034	FRGHT	C2	2019	77	Diesel
4	4UZABRFC3KCKV2035	FRGHT	C2	2019	77	Diesel
5	4UZABRFC5KCKV2036	FRGHT	C2	2019	77	Diesel
6	4UZABRFC7KCKV2037	FRGHT	C2	2019	77	Diesel
7	4UZABRFC9KCKV2038	FRGHT	C2	2019	77	Diesel
8	4UZABRFC0KCKV2039	FRGHT	C2	2019	77	Diesel
9	4UZABRFC7KCKV2040	FRGHT	C2	2019	77	Diesel
10	4UZABRFC9KCKV2041	FRGHT	C2	2019	77	Diesel
11	4UZABRFC0KCKV2042	FRGHT	C2	2019	77	Diesel
12	4UZABRFC2KCKV2043	FRGHT	C2	2019	77	Diesel
13	4UZABRFC4KCKV2044	FRGHT	C2	2019	77	Diesel
14	4UZABRFC6KCKV2045	FRGHT	C2	2019	77	Diesel
15	4UZABRFC8KCKV2046	FRGHT	C2	2019	77	Diesel
16	4UZABRFCXKCKV2047	FRGHT	C2	2019	77	Diesel
17	4UZABRFC1KCKV2048	FRGHT	C2	2019	77	Diesel
18	4UZABRFC3KCKV2049	FRGHT	C2	2019	77	Diesel
19	4UZABRFCXKCKV2050	FRGHT	C2	2019	77	Diesel
20	4UZABRFC1KCKV2051	FRGHT	C2	2019	77	Diesel
21	4UZABRFC3KCKV2052	FRGHT	C2	2019	77	Diesel
22	4UZABRFC5KCKV2053	FRGHT	C2	2019	77	Diesel
23	4UZABRFC7KCKV2054	FRGHT	C2	2019	77	Diesel
24	4UZABRFC9KCKV2055	FRGHT	C2	2019	77	Diesel
25	4UZABRFC0KCKV2056	FRGHT	C2	2019	77	Diesel
26	4UZABRFC2KCKV2057	FRGHT	C2	2019	77	Diesel
27	4UZABRFC4KCKV2058	FRGHT	C2	2019	77	Diesel
28	4UZABRFC6KCKV2059	FRGHT	C2	2019	77	Diesel
29	4UZABRFC2KCKV2060	FRGHT	C2	2019	77	Diesel
30	4UZABRFC4KCKV2061	FRGHT	C2	2019	77	Diesel
31	4UZABRFC6KCKV2062	FRGHT	C2	2019	77	Diesel
32	4UZABRFC8KCKV2063	FRGHT	C2	2019	77	Diesel
33	4UZABRFCXKCKV2064	FRGHT	C2	2019	77	Diesel
34	4UZABRFC1KCKV2065	FRGHT	C2	2019	77	Diesel
35	4UZABRFC3KCKV2066	FRGHT	C2	2019	77	Diesel
36	4UZABRFC5KCKV2067	FRGHT	C2	2019	77	Diesel
37	4UZABRFC7KCKV2068	FRGHT	C2	2019	77	Diesel

38	4UZABRFC9KCKV2069	FRGHT	C2	2019	77	Diesel
39	4UZABRFC5KCKV2070	FRGHT	C2	2019	77	Diesel
40	4UZABRFC7KCKV2071	FRGHT	C2	2019	77	Diesel
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43	4UZABRFC2KCKV2074	FRGHT	C2	2019	77	Diesel
44	4UZABRFC4KCKV2075	FRGHT	C2	2019	77	Diesel
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46	4UZABRFC8KCKV2077	FRGHT	C2	2019	77	Diesel
47	4UZABRFCXKCKV2078	FRGHT	C2	2019	77	Diesel
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49	4UZABRFC8KCKV2080	FRGHT	C2	2019	77	Diesel
50	4UZABRFCXKCKV2081	FRGHT	C2	2019	77	Diesel
51	4UZABRFC1KCKV2082	FRGHT	C2	2019	77	Diesel
52	4UZABRFC3KCKV2083	FRGHT	C2	2019	77	Diesel
53	4UZABRFC5KCKV2084	FRGHT	C2	2019	77	Diesel
54	4UZABRFC7KCKV2085	FRGHT	C2	2019	77	Diesel
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56	4UZABRFC0KCKV2087	FRGHT	C2	2019	77	Diesel
57	4UZABRFC2KCKV2088	FRGHT	C2	2019	77	Diesel
58	4UZABRFC4KCKV2089	FRGHT	C2	2019	77	Diesel
59	4UZABRFC0KCKV2090	FRGHT	C2	2019	77	Diesel
60	4UZABRFC2KCKV2091	FRGHT	C2	2019	77	Diesel
61	4UZABRFC4KCKV2092	FRGHT	C2	2019	77	Diesel
62	4UZABRFC6KCKV2093	FRGHT	C2	2019	77	Diesel
63	4UZABRFC8KCKV2094	FRGHT	C2	2019	77	Diesel
64	4UZABRFCXKCKV2095	FRGHT	C2	2019	77	Diesel
65	4UZABRFC1KCKV2096	FRGHT	C2	2019	77	Diesel
66	4UZABRFC5KCKV2098	FRGHT	C2	2019	77	Diesel
67	4UZABRFC7KCKV2099	FRGHT	C2	2019	77	Diesel
68	4UZABRFCXKCKV2100	FRGHT	C2	2019	77	Diesel
69	4UZABRFC1KCKV2101	FRGHT	C2	2019	77	Diesel
70	4UZABRFC3KCKV2102	FRGHT	C2	2019	77	Diesel
71	4UZABRFD1PCUB3848	FRGHT	C2	2023	71	Diesel
72	4UZABRFDXPCUB3850	FRGHT	C2	2023	71	Diesel
73	4UZABRFD3PCUB3852	FRGHT	C2	2023	71	Diesel
74	4UZABRFD7PCUB3854	FRGHT	C2	2023	71	Diesel
75	4UZABRFD0PCUB3856	FRGHT	C2	2023	71	Diesel
76	4UZABRFD4PCUB3858	FRGHT	C2	2023	71	Diesel
1	1HA3GSBGXHN010320	CHVRL	4500	2017	28	Gas
2	1HA3GSBG3HN010336	CHVRL	4500	2017	28	Gas
3	1HA3GSBGXHN010351	CHVRL	4500	2017	28	Gas
4	1HA3GSBG4HN010376	CHVRL	4500	2017	28	Gas

5	1HA3GSBG9HN010406	CHVRL	4500	2017	28	Gas
6	1HA3GSBGXHN010415	CHVRL	4500	2017	28	Gas
7	1HA3GSBG5HN010497	CHVRL	4500	2017	28	Gas
8	1HA3GSBG6HN010623	CHVRL	4500	2017	28	Gas
9	1HA3GSBG3HN010644	CHVRL	4500	2017	28	Gas
10	1HA3GSBG2HN010666	CHVRL	4500	2017	28	Gas
11	1HA6GUBG4JN005449	CHVRL	4500	2018	28	Gas