Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: May 22, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: NOTICE of May 26, 2026 Board of Education Special Workshop
Waterbury Arts Magnet School

The Board of Education will hold a Special Workshop on Tuesday, May 26, 2026 at 4:30 p.m., Waterbury Arts Magnet School, Atrium, 16 South Elm Street, Waterbury, Connecticut.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. *Committee of the Whole* ~ Discussion: Services Agreement (RFP #8620) to provide Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students with Sky Transportation, LLC.

2. *Committee of the Whole* ~ Discussion: Services Agreement (RFP# 8627) for Student Bus Transportation Services for Special Education Program with All-Star Transportation, LLC.

3. *Committee of the Whole* ~ Discussion: Services Agreement (RFP# 8612) for Student Bus Transportation Services for Regular Education Program with Durham School Services, LP.

ADJOURNMENT

ATTEST: Carrie A. Swain
Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

#1

EXECUTIVE SUMMARY

DATE: May 21, 2026

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

SUBJECT: Service Agreement to provide Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students for Waterbury Public Schools (RFP#8620) with Sky Transportation, LLC

The Education Department respectfully requests your review and approval of a service agreement with Sky Transportation, LLC, to provide Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students for Waterbury Public Schools in an amount not to exceed $7,070,400 over a five-year period. The not-to-exceed per year amount is as follows:

2026-2027 shall-not-exceed $1,280,160
2027-2028 shall-not-exceed $1,343,160
2028-2029 shall-not-exceed $1,411,920
2029-2030 shall-not-exceed $1,478,160
2030-2031 shall-not-exceed $1,557,000

This contract was initiated under the Request for Proposal process (RFP #8620). This agreement is funded through the general fund. The term of the contract is for five (5) years beginning on September 1, 2026 through August 31, 2031. The contract has been developed by Corporation Counsel and is attached for your review.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

SERVICES AGREEMENT
RFP No. 8620
For
Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students for Waterbury Public Schools
between
The City of Waterbury, Connecticut and Sky Transportation, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Sky Transportation, LLC (the "Contractor"), located at 2 Forest Park Drive, Farmington, CT 06032, a State of Connecticut limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Contractor, Sky Transportation, LLC responded to the City's **RFP No. 8620** for Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students for Waterbury Public Schools; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8620**; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Services").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall correct deficiencies caused by Contractor's failure to perform in accordance with the Contract, at Contractor's cost, after written notice and reasonable opportunity to cure. This Agreement contemplates a minimum of 180 operating days per school year.

1.1. The Project consists of Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students for Waterbury Public schools as detailed and described in Attachment **A and** are hereby made material provisions of this Contract**. Attachment A** shall consist of the following, which are attached

hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendums 1 to RFP No. **8620,** consisting of 2 pages, attached hereto;
1.1.2 City of Waterbury RFP No. **8620**, excluding City Sample Contract and forms, consisting of 22 pages, attached hereto;
1.1.3 Contractor's Response to RFP No. **8620**, excluding completed City Forms, and any exceptions, consisting of 13 pages, attached hereto;
1.1.4 Contractor's Cost Proposal dated May 6, 2026, consisting of 1 page, attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 City Contract Compliance Documents, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract, consisting of 24 pages
1.2.4 Contractor's Cost Proposal dated May 6, 2026 consisting of 1page.
1.2.5 The Contractor's Response to RFP No. **8620**
1.2.6 Addendums 1 to RFP No. **8620**
1.2.7 City of Waterbury RFP No. **8620**

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations Regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a

contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is

expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.

The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. **The Contractor shall provide operational reports reasonably requested by the City and mutually agreed by the Parties, including trip, route, attendance, incident, and invoice support reports, in a format reasonably acceptable to the City.**

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract. The City and/or Waterbury Public Schools shall provide Contractor with student lists, pickup and drop off addresses, destination schools, bell times, service requirements, equipment needs, and updates reasonably necessary for implementation, routing, staffing, and ongoing service delivery.

5. Contract Time. The Contractor shall complete all work and services required under this Contract commencing on July 1, 2026, and terminating on June 30, 2031, (the "Initial Term").

5.1. Time is and shall be of the essence for any Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in Section 6.

6.1 Fee Schedule. The basis of payment shall be in accordance with Sky Transportation, LLC's Revised Pricing Proposal, originally submitted February 20, 2026, and signed/dated May 6, 2026, in an amount not to exceed SEVEN MILLION SEVENTY THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS ($7,070,400.00) for the entire term of this Agreement. The annual sum per each contract year not to exceed the following:

6.1.1 Year 1- July 1, 2026 – June 30, 2027, an amount not to exceed ONE MILLION TWO HUNDRED EIGHTY THOUSAND ONE HUNDRED SIXTY Dollars and 00/100 Cents ($1,280,160).

6.1.2 Year 2- July 1, 2027 – June 30, 2028, an amount not to exceed ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED SIXTY Dollars and 00/100 Cents ($1,343,160);

6.1.3 Year 3- July 1, 2028 – June 30, 2029, an amount not to exceed ONE MILLION FOUR HUNDRED ELEVEN THOUSAND NINE HUNDRED TWENTY Dollars and 00/100 Cents. ($1,411,920);

6.1.4 Year 4- July 1, 2029 – June 30, 2030, an amount not to exceed ONE MILLION FOUR HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SIXTY Dollars and 00/100 Cents. ($1,478,160.00)

6.1.5 Year 5- July 1, 2030 – June 30, 2031, an amount not to exceed ONE MILLION FIVE HUNDRED FIFTY-SEVEN THOUSAND Dollars and 00/100 Cents. ($1,557,000.00)

6.2. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. The City shall pay approved invoices within sixty (60) days of receipt of a complete and accurate invoice. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8620** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of

the Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to

commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance:
$1,000,000.00 each occurrence
$3,000,000.00 general aggregate
$3,000,000.00 Products / completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$1,000,000.00 EL Each Accident

$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

9.4.5 Abuse /Molestation Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements, and riders.**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees,

injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such

person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper

manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract for convenience upon at least thirty calendar days prior written notice to Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of

time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this

Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees,

servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are, **(i)** the City's aforementioned **RFP No. 8620** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8620.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Sky Transportation, LLC
2 Forest Park Drive
Farmington, CT 06032

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the

governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those

sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the

Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

Sign: _____ By:_____
Print name: Paul K. Pernerewski Jr., Mayor

Sign: _____ Date: _____
Print name:

WITNESSES: **SKY TRANSPORTATION, LLC**

Sign: _____ By: _____

Print name: Roman Genov, Managing Partner

Sign: _____ Date:_____
Print name:

ATTACHMENT A

1.1.1 Addendums 1 to RFP No. **8620,** consisting of 2 pages, attached hereto;

1.1.2 City of Waterbury RFP No. **8620**, excluding City Sample Contract and forms, consisting of 22 pages, attached hereto;

1.1.3 Contractor's Response to RFP No. **8620**, excluding completed City Forms, consisting of 13 pages, attached hereto;

1.1.4 Contractor's Cost Proposal dated May 6,2026, consisting of 1 page, attached hereto;

1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6 City Contract Compliance Documents, incorporated herein by reference;

1.1.7 Certificates of Insurance, incorporated herein by reference;

1.1.8 Licenses, incorporated herein by reference;

1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

January 16, 2026

RFP #8620 Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No.1 shall be part of the Contract Documents for the above referenced **RFP #8620**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

1. Section P on page 13 of RFP#8620 is removed and replaced with the following:

P. Performance/Payment Bonds

The Contractor shall purchase or post a Performance Bond, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. In the CITY's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the CITY.

Please refer to the questions and answers below.

Question: Can you send me the current price for the transport and also how many cars do we need?
Answer: Current price is $260.41; 45 to 60 cars.

Question: The RFP indicates a requirement of 60 or more vehicles to support student transportation under the McKinney-Vento portion of the scope. Please clarify whether the district will consider proposals that provide partial service coverage, either as standalone awards or in

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combination with multiple qualified vendors, provided all safety, compliance, and service requirements are met.
Answer: No.

Question: Can you bid on monitors only?
Answer: No.

Thank you.

Maureen McCauley
Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
EDUCATION DEPARTMENT
RFP #8620

TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS AND/OR STUDENTS WITH DISABILITIES AND/OR MCKINNEY-VENTO STUDENTS FOR WATERBURY PUBLIC SCHOOLS

The City of Waterbury, Department of Education (hereinafter "City"), is seeking transportation services for medically fragile students and/or students with disabilities and/or McKinney-Vento students for Waterbury Public Schools.

A. Background and Intent

The Department of Education is seeking round trip transportation services and the furnishing of equipment, training and personnel specific to perform the required transportation of medically fragile and/or disabled students and McKinney-Vento Homeless Assistance Act of 1987 students within the boundaries of Waterbury, out of district to Waterbury and from Waterbury to locations out of district. Transportation is needed daily on all school calendar days, including any extended day or year schedule. This may include disability transport coaches or wheelchair vans or medical livery or livery services as the needs of the specific student(s) may require. **Proposers can submit pricing on one or more of the described types of vehicles to transport medically fragile students.**

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Vendor must have at least five years' experience and expertise in managing disability transport coaches, wheelchair vans, ambulances, medical livery and transport vehicles as those outlined in the Scope of Services in this RFP.
2. Vendor must have at least five years' experience of managing and transporting special needs children for large municipal governments.
3. Knowledge and strict compliance of Federal and State laws and regulations regarding transporting children with special needs, disabilities and who are medically fragile.
4. Vendor must have a fleet of highly trained and professional drivers. Hiring, training and management of drivers is imperative.
5. All drivers must be trained in passenger and road safety, and must be in compliance with all State of Connecticut Department of Motor Vehicle laws.
6. Vendor must be reliable and services must be on-time.
7. Each driver employed by the Contractor to provide transportation service pursuant to this Agreement shall comply with federal law, and with all laws, rules, and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the CITY and the State and local police department.
    a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, and background checks should be taken to assure that the children of the

school district are being transported by the safest and most responsible drivers obtainable.

b. The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.
c. The City and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this Contract and to reject a driver prior to actual employment. The Board also reserves the right to reject any driver during the Contract period, for cause and/or reason established by the Board.
d. Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all the physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles.
e. Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.
f. The Board of Education or designee reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the Board. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the Board within 24 hours after notification by the Board of such action.
g. The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the Contract. Individual drivers shall not be allowed to provide their own substitutes.
h. Drivers shall not leave a bus unattended at any time when children are onboard.
i. Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.
j. Drivers must complete at least two (2) trial runs over the routes they are scheduled to drive prior to school opening so as to familiarize themselves with road conditions, locations of stops and schools, with proof to be submitted to the Board prior to the opening of school.
k. Drivers shall not smoke or carry a lighted cigar, cigarette, pipe, or vape when operating a vehicle with school children onboard.
l. Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are onboard.
m. Drivers shall not have food or drink, etc. on the bus while children are onboard.
n. Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the Board.
o. Drivers shall not operate a vehicle while carrying school children in excess of its rated capacity.
p. Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run, drivers are to perform a post-run check to ensure that no students or their possessions remain on the

vehicle.

q. The Contractor shall maintain an office where the equipment is located, staffed and equipped so that communications, correspondence, dispatching of buses, handling complaints and other problems normally related to a program of pupil transportation can be efficiently and effectively provided.

r. All drivers shall be issued pictured and numbered company ID cards. Such cards shall be prominently displayed by the driver while on duty. Enforcement of these provisions shall be determined by the Superintendent of Schools or designee.

s. The Contractor shall maintain a list of all drivers. This list shall contain drivers names, ID numbers, route assignment, bus number, and status. This list shall be updated at least once per month and sent to the Board of Education upon request by the Board.

t. Drivers must be checked annually for a criminal record and motor vehicle record throughout their period of employment and prior to their employment as bus drivers. At least two (2) times a year a complete list of all drivers with a copy of the results of criminal record or motor vehicle record must be submitted to the Superintendent of Schools or designee. One such list shall be submitted to the Superintendent of Schools or designee no later than August 15th of each year and upon request by the Board.

C. Scope of Services

The CITY will contract for School Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or Students eligible under the McKinney-Vento Homeless Assistance Act of 1987 with a School Transportation Contractor as set forth below.

1.) <u>DESCRIPTION OF WORK</u>

A. Disability Transport Coach or Wheelchair Van, Ambulance, Medical Livery and Livery transportation services for Waterbury Public Schools from September 1, 2026 through August 31, 2031,

B. Daily round trip transportation by Disability Transport Coach or Wheelchair Van, Ambulance, Medical Livery of children with disabilities and/or medically fragile within the boundaries of Waterbury, out-of-district to Waterbury, and from Waterbury to out-of-district.

C. Daily round trip transportation by livery of children eligible under the McKinney-Vento Homeless Assistance Act of 1987 within the boundaries of Waterbury, out-of-district to Waterbury, and from Waterbury to out-of-district.

D. The estimated number of students with disabilities and/or medically fragile to be transported at any one time is up to thirty (30). However, this number is subject to change at any time.

E. The estimated number of students eligible under the McKinney-Vento Homeless Assistance Act of 1987 to be transported at any one time is up to Sixty (60). However, this number is subject to change at any time.

F. This contract shall apply to all days when school is in session, including if required any extended day or extended school year schedule. The minimum number of school days is currently 180. **See Attachment 1 – Operational Schedule.** Other out-of-district placements may require different or additional days. During adverse conditions or emergency situations, the Board of Education or its agency, shall determine when school shall be in session and the CONTRACTOR shall provide the transportation. Delayed school opening will be considered a regular day. There shall be no penalty assessed to the CITY for the delayed opening or early closing due to weather or emergency situations.

G. The children must be delivered to their schools prior to the Board approved opening time and picked up at the schools at the approved closing times. If the school is out-of-district, CONTRACTOR must confirm the opening and pick up times with the Waterbury Transportation Coordinator. The CONTRACTOR agrees that in no event will students be dropped off at any school more than 30 (thirty) minutes prior to the school's opening or more than 15 (fifteen) minutes after the close of school. Late charges shall be $25.00 per school ambulance per incident. Charges to be forwarded, in writing, to the CONTRACTOR from the Transportation Coordinator. Upon receipt of such notice, the CONTRACTOR shall have three (3) working days to make any correction prior to being charged.

H. All vehicles must be capable of completing daily runs in a single operation.

2). ROUTES AND SCHEDULE: The Director of Pupil Services and his/her designee will furnish the following information to the CONTRACTOR prior to the commencement of the work as outlined in Part 1, Description of Work above:

A. Names of student(s) and home address(es) as well as the name and address of the school(s) the student{s) will attend, along with the opening and closing times. Student information such as name, address and school attended is confidential information and must be treated as such.

B. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather or other emergencies when necessary. Out-of-District schools also have the right to cancel scheduled school days because of weather or other emergencies when necessary.

3.) COMPUTATION OF PAYMENT: The compensation to be paid to the CONTRACTOR for furnishing this service shall be computed on a per day basis and shall include special pick-ups, early dismissals and late openings. Invoices shall state the date, the location picked up and delivered, and the student transported. Charges for work covered by this contract will be invoiced separately from charges for other services that may be performed by the CONTRACTOR.

4.) The CONTRACTOR shall furnish transportation service, personnel, training and equipment specified herein necessary to perform the required transportation of medically fragile students and/or students with disabilities to specified schools.

5.) All transportation services provided by the CONTRACTOR pursuant to this Request for Proposal, including but not limited to the purchasing, repair or maintenance of vehicles, the hiring, licensing, training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and Local laws, rules, regulations and District directives.

6.) All accidents/incidents involving a vehicle or any of its passengers shall be reported immediately by the CONTRACTOR to the Transportation Coordinator, principal, parent/guardian, Director of Pupil Services and/or Superintendent of Schools. This action shall be followed by a complete written report to the Superintendent or her designee from the CONTRACTOR not later than Forty-Eight (48) hours after the accident/incident has occurred.

7.) Each driver and all medical staff employed by the CONTRACTOR to provide transportation service pursuant to this Request for Proposal shall comply with all laws, rules and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Department of Transportation, the State Board of Education, the CITY, the Waterbury Board of Education and the state and local police departments. All employees must have a favorable criminal background check and a OCF registry check and fingerprinting prior to working with students.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is September 1, 2026 through August 31, 2031.

E. Insurance

The Respondent shall provide insurance as set for in **Attachment D – Insurance Requirements** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an “A-“ as a Best Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must complete and sign the items and any forms included in **Attachment C - Contract Compliance Packet.**

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on January 9, 2026**. Prospective proposers must limit their contact regarding this RFP to

the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by January 16, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Education Department or their designee.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of ***120*** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the

proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with **Section H.5**. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. **See Attachment B – Sample Contract.**

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved

by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

16. All school busses and vehicles used for transporting students must be equipped with a web-based global positioning system (GPS) such that it can be determined at all times where the bus is, the route that was travelled, and the speed at which the bus is traveling. The Contractor shall provide access to this system to the Director of Transportation at the Board of Education and up to two additional CITY representatives upon request.

17. Parents will have on-line GPS access to Bus Zone or similar software application (App) for real-time, map based bus locator which shall be made available through the District website or software application directly to the parent.

18. The Contractor shall maintain a Traffic Control Office, in the CITY, which shall be adequately and competently staffed and equipped so as to efficiently handle supervision, correspondence, dispatching, yard duties, fueling, complaints and other problems normally related to pupil transportation. At a minimum the Traffic Control Office will be staffed full time, on site, by: a transportation supervisor with overall responsibility for the entire operation; two dispatchers with overall knowledge of the CITY and routes; a safety coordinator with overall responsibility for safe operation of the location; a training coordinator responsible for all new and current driver training; a clerical person to handle correspondence and billing; two phone operators for parent and school communications; one yard person to handle supervision of startup, yard repairs and fueling and other staff as deemed necessary by the Contractor . It shall be the duty of every vehicle driver to communicate promptly to the Traffic Control Office by the fastest possible means without deviations from established operating procedures or schedules. All vehicles shall have constant availability by two-way radio communications with such Traffic Control Office. The appointed supervisor shall be available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee at all times during the transportation and school hours of each day during the school year. **See Attachment 1 – School Hours.**

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(4)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on January 26, 2026. Proposals received after that time shall <u>not</u> be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. <u>Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part,</u>

includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as have indicated in **Attachment C**, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP. **See Attachment C – Proposer Information and Statement**.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
   a. Firm Name
   b. Permanent main office address
   c. Date firm organized.
   d. Legal Form of ownership. If a corporation, indicate where incorporated.
   e. How many years have you been engaged in services you provide under your present name?
   f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities
   a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
   b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
      - Organization name and the name, title, address and telephone number of a responsible contact person.
      - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
      - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

      Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
   c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
   d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan
   a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
   b. Work Plan. Please describe the approach that would be generally followed in undertaking the **Scope of Services in Section C above**.
   c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in **Section I.3.b**. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

   Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

   Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

   Please respond to the following questions:
   a. Have you ever failed to complete any work awarded to you? If so, where and why?
   b. Have you ever defaulted on a contract? If so, where and why?
   c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
   d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
   e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
   f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
   g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or

which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved to The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements – NOT APPLICABLE
Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 (“Good Jobs Ordinance“), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the “Good Jobs Ordinance“.

M. State Set-Aside Requirements - NOT APPLICABLE
The Contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The Contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

N. State DAS Requirements for Construction Projects - NOT APPLICABLE
If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond - NOT APPLICABLE
Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

P. Performance/Payment Bonds - NOT APPLICABLE

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

ATTACHMENT 1 – OPERATIONAL SCHEDULES

WATERBURY PUBLIC SCHOOLS
SCHOOL HOURS

SCHOOL NAME	REGULAR HOURS	PLANNED/WEATHER/ EMERGENCY DISMISSAL	DELAYED OPENING
HIGH SCHOOLS			
Crosby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Kennedy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Career Academy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wilby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
MIDDLE SCHOOLS			
North End	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wallace	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
West Side	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
ELEMENTARY SCHOOLS			
Bucks Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Bunker Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Carrington	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Chase	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Cross, Wendell	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Driggs	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Duggan	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Generali	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Gilmartin	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Hopeville	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
International	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Kingsbury	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Maloney	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Reed	8:35 AM – 2:50 pm	8:35 am – 12:00 pm	10:35 AM – 2:50 pm
Regan	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Rotella	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Sprague	8:05 am – 2:20 pm	8:05 am – 11:30 pm	10:05 am – 2:20 pm
Tinker	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Walsh	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Washington	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Wilson	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
PROGRAMS			
Academic Academy (at Wallace)	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Bucks Hill Pre-K	9:00 am – 3:21 pm	9:00 am – 10:30 am	12:51 pm - 3:21 pm
AM Session	9:00 am – 11:30 am	9:00 am – 10:30 am	No AM Classes
PM Session	12:51 pm – 3:21 pm	No PM Classes	12:51 pm – 3:21 pm
Enlightenment	7:20 am – 1:00 pm	7:20 am – 11:00 am	9:20 am – 1:00 pm
State Street	7:30 am – 1:35 pm	7:50 am – 11:30 am	9:30 am – 1:35 pm
NON PUBLIC AND PRIVATE SCHOOLS			
ACES at Chase	7:45 am – 2:50 pm	7:45 am – 12:50 pm	9:45 am – 2:50 pm
Alpha & Omega Academy	8:00 am – 3:00 pm Friday 8:00 am – 2:00 pm	Dismissal at 12:30 pm	10:00 am – 3:00 pm Friday 10:00 am – 2:00 pm
Catholic Academy of Waterbury	9:05 am – 3:40 pm	9:05 am – 12:30 pm	11:05 am – 3:40 pm
Brass City Charter	7:30 am – 3:45 pm	7:30 am – 12:30 pm	9:30 am – 3:45 pm
Children's Community	9:05 am – 3:20 pm	Dismissal at 12:30 am	11:05 am – 3:20 pm
Holy Cross High School	7:30 am – 1:45 pm	Dismissal at 10:30 am	9:30 am – 1:45 pm
Kaynor Technical	7:25 am – 2:20 pm	Dismissal at 11:00 am	9:25 am – 2:20 pm
Our Lady of Mount Carmel	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Yeshiva K'Tana/Hillside (Girls Elem)	9:00 am – 4:00 pm	Dismissal at 12:30 pm	11:00 am – 4:00 pm
Yeshiva K'Tana/S.Elm (Boys Elem)	8:15 am – 4:45 pm	Dismissal at 12:30 pm	10:15 am – 4:45 pm

Revised August 14 2013

ATTACHMENT 1 – OPERATIONAL SCHEDULES

Holidays 2026

The following days are hereby designated as holidays for 2026:

New Year's Day	**Thursday**	**January 1, 2026**
Three King's Day	**Tuesday**	**January 6, 2026**
Martin Luther King, Jr. Day	**Monday**	**January 19, 2026**
President's Day	**Monday**	**February 16, 2026**
Lincoln's Birthday	**Tuesday**	**February 17, 2026**
Eid al-Fitr	**Friday**	**March 20, 2026**
Good Friday	**Friday**	**April 3, 2026**
Memorial Day	**Monday**	**May 25, 2026**
Juneteenth	**Friday**	**June 19, 2026**
Independence Day	**Friday**	**July 3, 2026**
Labor Day	**Monday**	**September 7, 2026**
Columbus Day	**Monday**	**October 12, 2026**
Veterans' Day	**Wednesday**	**November 11, 2026**
Thanksgiving Day	**Thursday**	**November 26, 2026**
Christmas Day	**Friday**	**December 25, 2026**

ATTACHMENT 2 – SCHOOL LISTING

ELEMENTARY SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Brittany Dunn	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Clemente, Roberto, International	Ms. Diurca Tomasella	116 Beecher Avenue, 06705	203-741-8364
Cross, Wendell	Mrs. Donna Cullen	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Dr. Jennifer Rosser	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Ms. Kristen Gaudiosi	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Erika Lanza	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Julissa Crespo	2 Cypress Street, 06706	203-574-8173
Kingsbury	Ms. Hannah Sam	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Mrs. Diane Bakewell	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Erik Brown	33 Griggs Street, 06704	203-574-8180
Regan	Mrs. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Mrs. Robin Henry	380 Pierpont Road, 06705	203-574-8168
Sprague	Ms. Stephanie Carpentieri	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Mr. Ryan Sullivan	809 Highland Avenue, 06708	203-574-8186
Walsh	Dr. Maureen Wilson	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Mr. Michael Theriault	235 Birch Street, 06704	203-573-6660
MIDDLE SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsamo	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120
HIGH SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
Crosby	Mr. Michael Veronneau	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Dr. Maria Stasaitis	16 South Elm Street, 06706	203-573-6300
Waterbury Career Academy	Mr. Michael Harris	175 Birch Street, 06704	203-574-6000
Wilby	Mr. Kenny Pierresaint	568 Bucks Hill Road, 06704	203-574-8100

PROGRAMS			
School Name	**Principal**	**School Address**	**Phone Number**
Enlightenment	Ms. Lauren Miele	54 Griggs Street, 06704	203-574-8028
State Street	Mrs. Lisa Ariola- Simoes	30A Church Street, 06702	203-574-8050

NON-PUBLIC AND PAROCHIAL SCHOOL SITES

School Name	Principal	School Address	Phone Number
ACES @ Chase	Frank LaBanca	565 Chase Parkway, 06708	Phone numbers given to selected conractor
ACES Wintergreen	Dr. Zakiyyah Baker	670 Wintergreen Avenue Hamden, 06514	
Alpha & Omega Christian Academy	Pastor Burke	50 Linden Street, 06702	
Brass City Charter	Barbara Ruggiero	289 Willow Street, 06710	
Catholic Academy	Christa Chowkowski	386 Robinwood Road, 06708	
Children's Community	Katherine Sniffin	23 John Street, 06708	
Holy Cross	Mike Pompei	587 Oronoke Road, 06708	
Kaynor Technical School	Dr. Kenneth Hilliard	43 Tomkins, Street, 06708	
Our Lady of Mount Carmel	Jack Tavares	645 Congress Avenue, 06708	
Southington Vo-Ag	Rich Aroian, Principal Kathleen Reynolds, Assistant Principal	720 Pleasant Street, Southington, 06489	
UCONN Waterbury	Fumiko Hoeft	99 East Main Street, 06702	
Yeshiva Gedolah	Rabbi Brecher	359 Cooke Street, 06710	
Yeshiva K'tana	Rabbi Karr	32 Hillside Avenue, 06710	

OUT-OF-DISTRICT PARTNER SITES

School District	Superintendent	District Address	District Phone #
Naugatuck Public Schools	Melissa Cooney, Superintendent	497 Rubber Avenue, Naugatuck 06770	Phone numbers given to selected contractors
Plymouth/Terryville Public Schools	Brian Falcone, Superintendent	27 North Harwinton Avenue, Terryville 06786	
Region 15 Public Schools	Joshua Smith, Superintendent	1212 Whittemore Road, Middlebury 06762	
Thomaston Public Schools	Francine Coss, Superintendent	185 Branch Road, Thomaston 06787	
Wolcott Public Schools	Shawn Simpson, Superintendent Joseph Norcross, Asst Super	1488 Woodtick Road, Wolcott 06716	

REQUEST FOR PROPOSAL #8620
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS AND/OR STUDENTS WITH DISABILITIES AND/OR MCKINNEY-VENTO STUDENTS FOR WATERBURY PUBLIC SCHOOLS

ATTACHMENT 3 - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)
_____

_____

_____

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

ATTACHMENT 3 – COST PROPOSAL SHEET

TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS AND/OR STUDENTS WITH DISABILITIES AND/OR MCKINNEY-VENTO STUDENTS FOR WATERBURY PUBLIC SCHOOLS

COST PROPOSAL SHEET

VENDOR NAME: _____

Item	Description	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
1	**Disability Transport Coach or Wheelchair Van In-District** (indicate which type) **Cost per vehicle** **Round Trip** **One Way**	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____
1A	**Disability Transport Coach or Wheelchair Van Out-of-District** (indicate which type) **Cost per vehicle** **Round Trip** **One Way**	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____
2	**Ambulance In-District** **Cost per vehicle** **Round Trip** **One Way**	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____
2A	**Ambulance Out-of-District** **Cost per vehicle** **Round Trip** **One Way**	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____
3	**Medical Livery In-District** **Cost per vehicle** **Round Trip** **One Way**	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____
3A	**Medical Livery Out-of-District** **Cost per vehicle** **Round Trip** **One Way**	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____
4	**Livery In-District per McKinney-Vento** **Cost per vehicle** **Round Trip** **One Way**	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____	$_____ $_____

Social Security Number or Federal Identification Number	Signature of Individual or Corporate Name
Company Name	Corporate Officer (if applicable)
	By: _____ (Title)
	(Business Address)
	(City, State, Zip Code)
Date: _____	Email: _____

END OF ATTACHMENT 3

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
EDUCATION DEPARTMENT
RFP #8620

TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS
AND/OR STUDENTS WITH DISABILITIES AND/OR MCKINNEY-VENTO STUDENTS
FOR WATERBURY PUBLIC SCHOOLS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate** **(Applicable to Contractors working directly with Youth/Minors)**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

Sky Transportation, LLC

Proposal Response
Transportation Services for Medically Fragile Students, Students with Disabilities, and McKinney-Vento
RFP #8620

City of Waterbury Department of Education

City of Waterbury
Department of Education
Waterbury, Connecticut

Re: RFP #8620 – Transportation Services for Medically Fragile Students, Students with Disabilities, and McKinney-Vento

Sky Transportation LLC respectfully submits this proposal in response to the City of Waterbury Department of Education's Request for Proposals #8620. Sky Transportation is a specialized transportation provider with over a decade of experience serving medically fragile students, students with disabilities, and McKinney-Vento eligible populations through individualized, door-to-door transportation services.

Sky's service model is built on safety, reliability, and accountability. All vehicles assigned to this program are equipped with the latest GPS tracking and AI-enabled camera system technology, supporting real-time trip verification, enhanced safety monitoring, and continuous driver coaching. This technology, combined with trained drivers and a dedicated account management structure, allows Sky to deliver consistent, transparent, and responsive service.

Sky Transportation proposes a light-duty, non-CDL vehicle service model, including sedans, minivans, and wheelchair-accessible vehicles, specifically aligned to the medically fragile and McKinney-Vento populations described in RFP #8620. We are committed to working collaboratively with Waterbury BOE to ensure safe, reliable, and student-centered transportation services.

Respectfully submitted,

Daniel Mina
Director of National Accounts
Sky Transportation, LLC

Contents

Technical Proposal 4
1. Understanding of the Scope of Services 4
2. Service Model and Operations Approach 4
3. Vehicles and Equipment 4
4. Driver Qualifications and Training 4
5. Scheduling, Dispatch, and Communication 4
6. Safety and Compliance 5
7. Experience with Similar Services 5
8. Insurance and Risk Management 5
9. Conclusion 5
APPENDIX A – ADMINISTRATIVE AND COMPLIANCE INFORMATION 6
ATTACHMENT A – REQUIRED DOCUMENTS 9
ATTACHMENT C – PROPOSER INFORMATION AND STATEMENT 10

Technical Proposal

RFP #8620 – Transportation Services for Medically Fragile Students, Students with Disabilities, and McKinney-Vento
City of Waterbury Department of Education

1. Understanding of the Scope of Services

Sky Transportation LLC understands that the City of Waterbury Department of Education requires a transportation provider capable of safely, reliably, and compassionately transporting medically fragile students, students with disabilities, and McKinney-Vento eligible students. These services require individualized, door-to-door transportation, flexibility, and close coordination with schools and families.

2. Service Model and Operations Approach

Sky Transportation proposes a light-duty, non-CDL vehicle service model, including sedans, minivans, and wheelchair-accessible vehicles, specifically aligned to the medically fragile and McKinney-Vento populations described in RFP #8620. This model supports individualized routing, flexible scheduling, and rapid response to changing student needs.

3. Vehicles and Equipment

Sky Transportation will utilize late-model sedans, minivans, and wheelchair-accessible vehicles. All vehicles are ADA compliant as applicable, climate-controlled, and maintained under a preventive maintenance program with documented inspections and service records to ensure safety and reliability. All vehicles assigned to this program are equipped with the latest GPS tracking and AI-enabled camera system technology, providing real-time vehicle location, trip verification, and enhanced safety monitoring.

4. Driver Qualifications and Training

All drivers assigned to Waterbury BOE services undergo background checks, drug and alcohol testing, and comprehensive training including defensive driving, passenger assistance, ADA awareness, medically fragile student handling, and emergency response procedures. Training is reinforced through ongoing coaching and refresher instruction to ensure consistent service quality.

5. Scheduling, Dispatch, and Communication

Sky Transportation operates a centralized dispatch system to manage routing, scheduling adjustments, and real-time communication with drivers. A dedicated account manager will serve as the primary point of contact for Waterbury BOE, providing day-to-day coordination,

issue resolution, and ongoing communication. Sky coordinates closely with school contacts and families to ensure reliable service delivery.

6. Safety and Compliance

Safety is the foundation of Sky Transportation's operations. The company maintains written safety policies, incident reporting protocols, emergency procedures, and continuous monitoring to ensure compliance with all applicable regulations. Sky utilizes GPS and AI camera system technology across its fleet to support driver coaching, incident review, and continuous safety improvement.

7. Experience with Similar Services

Founded in 2013, Sky Transportation has over a decade of experience providing non-emergency medical transportation (NEMT) and specialized transportation services for medically fragile individuals, students with disabilities, and vulnerable populations. Sky delivers special education transportation for children with disabilities, including school-of-origin (Mckinney-Vento) transportation for students served by the Connecticut Department of Children and Families (DCF) and services for Connecticut public school districts. Sky also operates Dial-A-Ride services for elderly and disabled residents in West Hartford and provides Veterans Administration medical transportation services, supporting individuals requiring medically appropriate, reliable, and door-to-door transportation. This breadth of experience enables Sky to effectively meet the complex, individualized, and changing service needs outlined in RFP #8620.

8. Insurance and Risk Management

Sky Transportation maintains insurance coverage appropriate for light-duty, non-CDL vehicle transportation services, including Commercial General Liability, Automobile Liability, Workers' Compensation, and Abuse and Molestation coverage.

9. Conclusion

Sky Transportation LLC is committed to serving Waterbury BOE as a responsive and collaborative partner with professionalism, flexibility, and compassion. The proposed service model aligns directly with the needs outlined in RFP #8620.

APPENDIX A ADMINISTRATIVE AND COMPLIANCE INFORMATION

RFP #8620 – Transportation Services for Medically Fragile Students, Students with Disabilities, and McKinney-Vento

1. Proposer Information

Firm Name: Sky Transportation, LLC

Permanent Main Office Address: [Insert Full Address]

Date Firm Organized: 2013

Legal Form of Ownership: Limited Liability Company, State of Connecticut

Years Engaged Under Present Name: Over ten (10) years

Principal Members: Sky Transportation LLC is led by an experienced management team overseeing operations, safety, compliance, and client relations.

2. Experience, Expertise, and Capabilities

Sky Transportation LLC has provided specialized transportation services comparable to those described in RFP #8620 within the past three (3) years.

Representative experience includes services for Connecticut public school districts, the Connecticut Department of Children and Families, the Town of West Hartford Dial-A-Ride program, and Veterans Administration medical transportation services.

No contracts or purchase orders have been held with the City of Waterbury within the past three (3) years.

2.c Personnel Listing

Director of National Accounts

Account Management and Client Coordination Staff

Operations and Dispatch Personnel

Field Supervisors

Professional Drivers

Resumes for key personnel are available upon request.

2.d Conflict of Interest

Sky Transportation LLC certifies that it has no business, financial, personal, or other relationships within the past three (3) years that would constitute a conflict of interest related to this RFP.

3.c Services Expected of the City

Provision of student eligibility and placement information

School calendars, schedules, and service changes

Designated points of contact for coordination

Program updates and policy guidance as required

5. Failure, Default, and Litigation Disclosure

Sky Transportation LLC has not failed to complete any work awarded to it.

Sky Transportation LLC has not defaulted on any contract.

There is no pending litigation affecting the firm's ability to perform.

No contracts have been terminated for cause within the past five (5) years.

No errors and omissions lawsuits within the past five (5) years.

No bankruptcy filings within the past seven (7) years.

No other factors exist that would impair performance.

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ATTACHMENT A REQUIRED DOCUMENTS

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

FILL IN AND RETURN WITH OUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY DIRECTOR
OF PURCHASING 235 GRAND
STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or arties interested in this Pro osal as rinci als are as stated; that the Proposal is made without any collusion with other ersons, firms, or cor orations; that Pro oser has carefully examined the entire Request for Proposal; that Pro oser has informed itself fully in regard to all conditions ertaining to the Work and the place where it is to be erformed; and that with this re resentation, the undersigned makes this Proposal. These prices shall cover all ex enses incurred in erforming the Work required under the Contract Documents, of which this Proposal and Form are a art.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Water ury's written notice to proceed, which shall occur after contract execution y oth arties.

The undersigned acknowledges receipt of addenda num ered: (insert date)

1 1/16/2026 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Pro osal Prices as descri ed in the Pro osal Documents.

The undersigned hereby certifies under the enalties of er ury that this Pro osal is in all res ects ona fide, fair and made without collusion or fraud with any other erson. As used in this section, the work " erson" shall mean any natural person, joint venture, partnership, cor oration, or other usiness or legal entity.

46-1729722
Social Security Number

or Federal Identification Number

Signature of Individual or Cor orate ame

Cor orate Officer (if a lica le)

City notice of acceptance should be mailed, telegra hed or delivered to the undersigned Pro oser at the following address:

ame: Daniel Mina
By: Director of National Accounts
Business Address: 2 Forest Park Dr., Building 4, Farmington, CT 06032

Phone: 860-773-5973
Email: dmina@skytrans.us

ote: If the Proposer is a corporation, indicate state of incor oration under signature, and affix cor orate seal; if a partnership, give full names and residential addresses, if different from usiness address

ATTACHMENT C PROPOSER INFORMATION AND STATEMENT

RFP #8620 – Transportation Services for Medically Fragile Students, Students with Disabilities, and McKinney-Vento

To: Mr. McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Dear Mr. McCaffery,

Sky Transportation LLC, a Connecticut limited liability company, hereby submits its proposal in response to RFP #8620 issued by the City of Waterbury Department of Education.

Sky Transportation LLC acknowledges and agrees that its proposal has been prepared and submitted in accordance with all requirements set forth in the Request for Proposals. Sky Transportation, LLC hereby accepts all terms, conditions, specifications, requirements, and provisions contained in RFP #8620, including all attachments and addenda, without exception unless expressly noted in the proposal.

Sky Transportation LLC further certifies that the proposal is true, complete, and accurate, and that the individual signing this statement is a duly authorized official of the organization with full authority to bind Sky Transportation, LLC.

Sky Transportation LLC designates the following individual as the primary contact for purposes of clarifying any information contained in this proposal:

Contact Person: Daniel Mina, Director of National Accounts

Address: 2 Forest Park Drive, Farmington, CT 06032

Telephone: 860-773-5973
Email: dmina@skytrans.us

Sky Transportation, LLC hereby authorizes and requests any person, firm, corporation, governmental agency, or institution to furnish to the City of Waterbury any information requested by the City in verification of the statements, representations, and recitals included in Sky Transportation, LLC's response to RFP #8620.

Sky Transportation LLC understands and agrees that this authorization shall remain in effect for the duration of the procurement process and any subsequent contract awarded as a result of this RFP.

IN WITNESS WHEREOF, Sky Transportation LLC has executed this statement as of the date set forth below.

Sky Transportation, LLC

By: _____

Daniel Mina
Director of National Accounts
Authorized Representative

Date: 1/26/2026

#2

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury k12 ct us

EXECUTIVE SUMMARY

DATE: May 21, 2026

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Nicholas J. Albini, Chief Operating Officer

SUBJECT: Service Agreement for RFP# 8627 for Student Bus Transportation Services for Special Education Program with All-Star Transportation, LLC

The Education Department respectfully requests your review and approval of the service agreement (RFP#8627) for Student Bus Transportation Services for Special Education Program. The Education Department seeks to enter into a service agreement with All-Star Transportation, LLC for Student Bus Transportation Services for Special Education Program.

Under this 5-year agreement, which will run from July 1, 2026 to June 30, 2031 and will be paid via the Education Department General Funds. All-Star Transportation will provide daily transportation for morning and afternoon bus routes supplying at least 60 school buses during the regular school year and for summer school. All-Star will also supply school buses for early/split dismissals, after-school programs, Early Childhood Education Program and out-of-district services.

All buses and vehicles will be 2021 model year or newer equipment. The total contract amount shall not exceed $71,306,616. The not-to-exceed per year amount is as follows:

July 1, 2026 to June 30, 2027 shall not exceed $12,649,067
July 1, 2027 to June 30, 2028 shall not exceed $13,500,904
July 1, 2028 to June 30, 2029 shall not exceed $14,253,096
July 1, 2029 to June 30, 2030 shall not exceed $15,041,577
July 1, 2030 to June 30, 2031 shall not exceed $15,861,972

All-Star demonstrates understanding of the service requirements and their competitive pricing reflects a strong capacity to meet the District's needs which is most advantageous to the District. All-Star has serviced Waterbury Public Schools for the past 20 years.

The Education Department will have a representative available at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

SERVICES AGREEMENT
RFP No. 8627
For
Student Bus Transportation Services
for Special Education Program
for Waterbury Public Schools
between
The City of Waterbury,
Connecticut and
All-Star Transportation

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and All-Star Transportation (the "Contractor"), located at 146 Huntingdon Avenue, Waterbury, CT 06708 a State of Connecticut duly registered domestic corporation/limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Contractor submitted a bid to the City in response to **Request for Proposal No. 8627** for Transportation Services for the Special Education Program for Waterbury Public Schools; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8627**; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Services").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete. This Agreement contemplates a minimum of 180 operating days per school year. The Contractor will provide transportation services to Early Childhood Education Program ("ECEP") for the following schools: Bucks Hill Annex-

Transportation services utilizing ten (10) routes that shall be invoiced at an additional per day rate in accordance with the Contractors revised cost proposal; Kingsbury- Transportation services utilizing One (1) route.

Partner District Transportation The Contractor shall provide student transportation to students from the Plymouth/Terryville and Thomaston area, said services shall be billed on at a per day rate in accordance with the Contractors Cost Proposal.

The Contractor shall supply a maximum of (50) hours each school year for intown transportation needs which will not roll over to the next school year. This transportation must be approved by the City of Waterbury Transportation Director.

Attendants/Aids. All in town Special Needs vehicles will be equipped with (1) attendant/aid. Additional attendants/aids required, as determined by the City of Waterbury Special Education Director, on specific routes will be at an additional hourly charge in accordance with the Contractors Revised Cost proposal.

Additional Transportation Services
The Contractor shall provide Pre-K transportation serviced to the Roberto Clemente International school on an invoiced basis in accordance with their Cost Proposal.

1.1. The Project consists of Student Bus Transportation Services and equipment for the City's Special Education Program for Waterbury Public schools as detailed and described in **Attachment A** and are hereby made material provisions of this Contract and as further set forth in this contract**. Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendum 1 to RFP No. **8627,** consisting of 8 pages, attached hereto;
1.1.2 City of Waterbury RFP No. **8627**, excluding City Sample Contract and blank compliance forms, consisting of 45 pages, attached hereto;
1.1.3 Contractor's Response to RFP No. **8627**, excluding City's RFP and City's Sample Contract, exceptions, consisting of 56 pages, attached hereto;
1.1.4 Contractor's Revised Pricing Proposal dated February 18, 2026 consisting of 1 page, excluding "Modifications/Contract conditions consisting of 4 pages., attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 Certificates of Insurance, incorporated herein by reference;
1.1.7 Licenses, incorporated herein by reference;
1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract consisting of 28 pages
1.2.4 Addendums 1 to RFP No. **8627**
1.2.5 City of Waterbury RFP No. **8627**
1.2.6 Contractor's Revised Pricing Proposal dated February 18, 2026
1.2.7 The Contractor's Response to RFP No. **8627**

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations Regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

2.2.1. Divers Annual Physical Examinations The Contractor will meet all State and Federally mandated requirements for physical, drug and alcohol testing.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6 Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Contractor.

2.6.1. The City's Board of Education (the "Board") shall have access to and the ability to instruct that the Contractor delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry

standards/practices/protocols.

2.6.2. The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

2.6.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.

2.6.4. The Contractor shall take actions designed to ensure the security and confidentiality of student data.

2.6.5. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, within two (2) business days after the Contractor discovers that there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

2.6.6. Student Data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

2.6.7. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

2.6.8. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

2.6.9. The Parties agree that this Agreement controls over any inconsistent

terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City

has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6 The Contractor's vehicles shall contain the following camera system per vehicle;

Type I	4 camera system
Type II	3 camera system
STV	2 camera system

3.7 Housing of Vehicles the Contractor shall house vehicle used for in-town services at its present Fulkerson Drive, Waterbury, CT location. The out of district fleet will be housed at its Prospect, Connecticut location.

3.8. Contractor**'s Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.9 The contractor will not transport medically fragile students that require EMT or special personnel to assist in the transportation of the student.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor

had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's using agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

The parties shall negotiate the use of daily attendance records if warranted by the City.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1 The City shall provide 102,000 gallons of fuel per year for all buses identified and providing services under this contract which shall include the magnet schools. The City shall provide an addition 1,600 gallons of fuel per year per bus for additional buses. The Contractor shall provide a fuel monitor's report to the School Business Office and Transportation Coordinator on a monthly basis.

5. Contract Time. The Contractor shall complete all work and services required under this Contract commencing on July 1, 2026, and terminating on June 30, 2031, (the "Initial Term").

5.1. Time is and shall be of the essence for any Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1 Fee Schedule. The basis of payment shall be in accordance with All-Star's Revised Pricing Proposal dated February 18, 2026 an amount not to exceed **SEVENTY ONE MILLION THREE HUNDRED SIX THOUSAND SIX HUNDRED SIXTEEN DOLLARS ($71,306,616.00)** for the entire term of this Agreement. The annual sum per each contract year not to exceed the following:

6.1.1 Year 1- July 1, 2026 – June 30, 2027, an amount not to exceed TWELVE MILLION SIX HUNDRED FOURTY NINE THOUSAND SIXTY SEVEN Dollars and 00/100 Cents ($12,649,067.00).

6.1.2 Year 2- July 1, 2027 – June 30, 2028, an amount not to exceed THIRTEEN MILLION FIVE HUNDRED THOUSAND NINE HUNDRED

FOUR Dollars and 00/100 Cents ($13,500,904.00);

6.1.3 Year 3- July 1, 2028 – June 30, 2029, an amount not to exceed FOURTEEN MILLION TWO HUNDRED FIFTY THREE THOUSAND NINETY SIX Dollars and 00/100 Cents. ($14,253,096.00);

6.1.4 Year 4- July 1, 2029 – June 30, 20, 2030, an amount not to exceed FIFTEEN MILLION FOURTY ONE THOUSAND FIVE HUNDRED SEVENTY SEVEN Dollars and 00/100 Cents. ($15,041,577.00)

6.1.5 Year 5- July 1, 2030 – June 30, 2031, and amount not to exceed FIFTEEN MILLION EIGHT HUNDRED SIXTY ONE THOUSAND NINE HUNDRED SEVENTY TWO Dollars and 00/100 Cents. ($15,861,972.00)

6.1.6 BDLC Mid-Day Billing: All-Star Transportation will do its best to efficiently route all requests. When possible and feasible (times and student locations), All-Star Transportation will combine transportation for pickup/drop-offs from multiple schools onto one vehicle alleviating the burden of full cost of an additional bus to the City. Any additional schools will be charged an additional hourly charge of:

2026-2027	$65.00 per hour
2027-2028	$70.00 per hour
2028-2029	$75.00 per hour
2029-2030	$80.00 per hour
2030-2031	$85.00 per hour

6.2. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.2.2 COVID PROTOCOL - This Contract is based on one hundred eighty days (180) per school year. In the event that a public health emergency occurs,

which the school year goes less than one hundred eighty days (180) days, the school district will pay the Contractor ninety five percent (95%) of the applicable per day rate if the Contractor pays its affected employees for said day(s) or sixty percent (60%) of the applicable per day rate if the Contractor does not pay employees for said day(s). Contractor shall provide documentation with regards to the same.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8627** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall

pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in

connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance:
$1,000,000.00 each occurrence
$2,000,000.00 general aggregate
$2,000,000.00 Products / completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily

injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit

9.4.4 Excess/Umbrella Liability:
$25,000,000.00 Each Occurrence
$25,000,000.00 Aggregate

9.4.5 Abuse /Molestation Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor **at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation**.

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of**

Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation." The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements, and riders.

9.9 Performance Bond- Contractor shall obtain a performance bond each year in the amount of the yearly compensation and provide the invoice from the insurance company to the City for payment by the City. The Contractor shall provide the City with the fully executed performance bond upon payment by the City of said invoice. Failure to obtain the bond and provide invoice to the City will be a material breach of this contract. "

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required

or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04

of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the

Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications,

deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

13.4.3 Termination by the Contractor**.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared

for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor**.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining

provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are, **(i)** the City's aforementioned **RFP No. 8627** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8627.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until

changed by written notice, are as follows:

Contractor: All- Star Transportation
Attention: John R. Dufour, President
146 Huntingdon Avenue
Waterbury, CT 06708

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute,

in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Paul K. Pernerewski Jr., Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **ALL-STAR TRANSPORTATION**

Sign:_____ By:_____
Print name:

Sign:_____ Date:_____
Print name:

ATTACHMENT A

1.1.1 Addendum 1 to RFP No. **8627,** consisting of 8 pages, attached hereto;

1.1.2 City of Waterbury RFP No. **8627**, excluding City Sample Contract and blank compliance forms, consisting of 45 pages, attached hereto;

1.1.3 Contractor's Response to RFP No. **8627**, excluding City's RFP and City's Sample Contract, exceptions, consisting of 56 pages, attached hereto;

1.1.4 Contractor's Revised Pricing Proposal dated February 18, 2026 consisting of 1 page, excluding "Modifications/Contract conditions consisting of 4 pages., attached hereto;

1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6 Certificates of Insurance, incorporated herein by reference;

1.1.7 Licenses, incorporated herein by reference;

1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

January 16, 2026

RFP #8627 Student Bus Transportation Services for Special Education Program

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No.1 shall be part of the Contract Documents for the above referenced **RFP #8627**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

1. Section P on page 32 of RFP#8627 is removed and replaced with the following:

P. Performance/Payment Bonds

The Contractor shall purchase or post a Performance Bond, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. In the CITY's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the CITY.

Please refer to the questions and answers below.

Question: Please confirm that no bid bond is required for this RFP.
Answer: Correct.

Question: Please confirm that no performance bond will be required under the resulting contract.
Answer: The performance bond is required.

Question: Section P indicates the contractor must purchase a performance bond OR place in escrow an amount equal to the annual contract value, with the District reimbursing the cost.

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Please confirm: (a) Contractors may choose between a performance bond or escrow arrangement; (b) The bond/escrow amount is based on the annual contract value (not the full 5-year term); (c) The District will reimburse the contractor for bond costs through separate invoice; and (d) The timing and process for this reimbursement.
Answer: The performance bond is required.

Question: May vendors who plan to respond to some combination of RFPs 8612, 8620, and 8627 submit a single bid, so long as it includes, within, clear delineations between which scope is being responded to?
Answer: No.

Question: We understand that all vehicles must be ready for use by July 1, 2026. What is the anticipated start date of service?
Answer: July 1, 2026.

Question: How many students requiring special equipment (car seats, harnesses, restraint systems, or other specialized equipment) does the District currently transport? Please provide a breakdown by equipment type.
Answer: Currently 62 students use: 12 five harness car-seats, 3 window pads, 44 harnesses, and 3 seat belts.

Question: Section C2 specifies "transit style, rear engine" buses for the 54-passenger fleet. However, the RFP prohibits diesel fuel, and CNG rear-engine transit buses are no longer manufactured. Will the District: (a) Accept Type C conventional front-engine buses (propane or gasoline) in lieu of rear-engine transit style buses, OR (b) Amend the specification to allow diesel-powered rear-engine transit buses as an exception to the no-diesel policy?
Answer: We will accept Type C conventional front engine buses (Propane or gas).

Question: Due to manufacturing lead times, front-engine transit buses can be delivered faster than rear-engine models to meet the July 1, 2026 deadline. Front-engine transit buses are commonly used throughout Connecticut. Will the District amend the specifications to accept both front-engine and rear-engine transit style buses?
Answer: We will accept both front engine and rear engine buses.

Question: The Special Education RFP (Section C2) specifies vehicle counts of 20, 8, 11, and 21 buses by type. Do these counts include spare vehicles, or should proposers add 10% spare vehicles to these totals?
Answer: Add ten percent (10%) spare vehicles to these totals.

Question: How many passenger vans or Type 2 vehicles are needed for: (a) Early Childhood Education Program (Section C4), and (b) Partner District Transportation (Section C5)?
Answer:
a.) Ten (10) vehicles are used.
b.) At the present time, two (2) vehicles.

Question: The RFP indicates 84 students are transported to or from 27 out-of-district locations. Please clarify: (a) What vehicle types are currently used for this transportation? (b) How many vehicles are required? (c) Are these trips included in the base daily rate or billed separately?
Answer:
a.) Type 2 or vans currently used.
b.) Approximately 45 to 60.
c.) Trips are included in base daily rate.

Question: Please confirm the number of routes and vehicles required for the Early Childhood Education Program (Section C4).
Answer: Ten (10) routes and ten (10) vehicles are presently being used.

Question: Please confirm the number of routes and vehicles required for Partner District Transportation to/from magnet schools (Section C5).
Answer: Currently there are two (2) routes and (2) vehicles.

Question: How many aides/attendants, including spares, are required for the scope of RFP #8627 (Special Education)?
Answer: One (1) aide per vehicle, but at times depending on the situation, two (2) aides may be required.

Question: How many Registered Nurses (RNs) and Emergency Medical Technicians (EMTs) are currently employed or on-call for student transportation services?
Answer: None at this time.

Question: Are RNs and EMTs unionized? If so, please provide a copy of the applicable collective bargaining agreement.
Answer: Not applicable.

Question: Please provide current guaranteed hours and wage rates for RNs and EMTs involved in student transportation.
Answer: Not applicable.

Question: Are there existing transportation facilities, garages, or fuel storage locations in Waterbury that the City could make available to the contractor, or must the contractor independently establish all infrastructure? If existing facilities are available, please provide details on location, capacity, and lease terms.

Answer: It is up to the contractor to determine and establish.

Question: Will the District compensate drivers on a portal-to-portal basis (from when they report to the facility until they return) or for live/run time only (time spent actively transporting students)?
Answer: No.

Question: Will the District consider alternative pricing structures, such as base rate plus excess mileage or hourly rate proposals, or must all proposals follow the fixed daily rate structure specified in the Bid Proposal Forms?
Answer: No.

Question: The District has outlined fuel gallon allocations for each service category. Based on historical experience: (a) Are these allocations typically sufficient, or do contractors routinely require excess fuel? (b) If excess fuel is needed, does the District provide fuel and invoice the contractor, or must contractors procure fuel independently? (c) What rate does the District charge contractors for excess fuel beyond the allocated gallons?
Answer:
a.) These allocations are typically not sufficient.
b.) Contractor procures fuel independently.
c.) Not applicable.

Question: To support fair and comparable pricing aligned with market standards, please share: (a) Current contract pricing from the incumbent contractor; (b) Historical pricing from the prior five years; and (c) Actual transportation spend for SY 2024-25 and SY 2025-26 (to date).
Answer:
a.) See current contract; rate sheet is on page 24.
b.) See current contract; rate sheet is on page 24.
c.) SY 24-25 $8,748,714.00; SY 25-26 $4,118,142.20
Current contract and amendment are available through link.
https://drive.google.com/drive/folders/1SQYOA7RlIKhpC9Oa9lvcLxRtDbj0N8HS

Question: Does the district plan to award to one vendor or split contract?
Answer: This RFP will be awarded to a single vendor.

Question: In order to price base rates efficiently, please provide route lengths and mileage for each route, or provide an average.
Answer: Approximately 842,400 miles total on average.

Question: Please provide current route information in electronic format (Excel or Google Sheets), including: route numbers, schools served, approximate student counts per route, and estimated mileage.
Answer: Not available.

Question: Please provide a copy of the current transportation contract(s).
Answer: Contract and amendment are available through link.
https://drive.google.com/drive/folders/1SQYOA7RlIKhpC9Oa9lvcLxRtDbj0N8HS

Question: Please provide the past three months' invoices from the current transportation vendor(s), including a breakdown by service category (daily routes, field trips, athletics, summer school, etc.).
Answer: Amount spent for 5 months of paid invoices totals $4,118,142.20. Invoicing available through link. https://drive.google.com/drive/folders/1SQYOA7RlIKhpC9Oa9lvcLxRtDbj0N8HS

Question: Are bus drivers and aides/attendants currently unionized? If so, please provide a copy of the current collective bargaining agreement(s) to inform proposers of wage scales, benefits, work rules, and guaranteed hours.
Answer: Not applicable.

Question: Please provide current wage rates for: (a) Bus drivers (b) Aides/attendants (c) Guaranteed hours (if any) for drivers and aides/attendants. This information will help ensure proposers offer fair and competitive compensation in their staffing plans.
Answer: Not applicable.

Question: If a performance bond is required (rather than escrow), may proposers submit alternative pricing with and without the performance bond cost included?
Answer: The performance bond is required.

Question: What were the annual liquidated damages assessed against the current contractor(s) over the last two to three years for service failures described in the RFP (late arrivals, early departures, inoperable cameras, etc.)? Please provide totals by category.
Answer: None.

Question: Please describe any service issues, performance deficiencies, or recurring problems with the current transportation provider(s) that the District seeks to address through this procurement.
Answer: Driver Shortages.

Question: Are there current driver or attendant shortages affecting service delivery?
Answer: Yes.

Question: Please confirm the number of service days required for Extended School Year programs during summer months.
Answer: 25 days.

Question: On average, how many routes does the District operate during summer programs? Please provide a breakdown by vehicle and service type.
Answer: 35 routes; Type 1 or 2.

Question: Please provide the total annual miles driven for home-to-school transportation for the most recent completed school year.
Answer: Approximately 842,400 miles total on average.

Question: Are there any limitations or restrictions on year-over-year price increases during the 5-year contract term? What does the District expect regarding annual price adjustments (e.g., CPI-based, fixed percentage, negotiated)?
Answer: Not applicable.

Question: When the Bid Proposal Forms request "the full cost of all services for each year for each school bus or vehicle," is the District asking for: (a) A daily rate per bus (to be multiplied by 180 operating days), OR (b) An annual total cost per bus for the full school year? Please clarify the expected format for pricing submission.
Answer:
a.) Daily rate per bus per day.
b.) No.
Format for pricing submission:
In-Town 180 days.
Extended School Year (ESY) 205 days.

Question: Section M of the RFP is titled "State Set-Aside Requirements" and is marked "Not Applicable." This section references CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f regarding minority business enterprise set-asides and affirmative action requirements for state-funded construction projects. Please confirm that: (a) This contract is NOT funded in whole or in part by the State of Connecticut; (b) Proposers are NOT required to comply with the state set-aside statutes referenced in Section M; (c) Proposers are NOT required to file an Affirmative Action Plan with the Commission on Human Rights and Opportunities; and (d) Section M may be disregarded by all proposers as it does not apply to this procurement.
Answer: Section M is NOT APPLICABLE to this RFP.

Question: Can you provide details on the fleet that the current contractor is using to satisfy this portion of the special ed bid?
Answer: Refer to page 15 section C1(A)(5), page 18 section C2(16)(a-d), page 21 section C4(3), and page 22 section C5(3) in RFP #8627.

Question: Twenty (20) 2021 or newer transit style, rear engine; fifty-four (54) passenger busses, at least two of which shall be equipped with a wheelchair lift and/or wheel chair access. Are

other vehicle types acceptable? Such as conventional style buses of the same capacity? or more type A/type 2 buses?
Answer:
Yes.
Yes.
Yes.

Question: Can I please get a copy of the last 3 month of Invoices for all services under this Contract. Can you please tell us what Vehicles that are being used on this Contract Can you please send a copy of the current contract.
Answer: Paid invoicing for last 5 months, and Vehicle information in current contract available through link, and Current contract are available through link.
https://drive.google.com/drive/folders/1SQYOA7RlIKhpC9Oa9lvcLxRtDbj0N8HS

Question: Can you bid on monitors only?
Answer: No.

Question: C. Scope of Services # 16 Traffic Control Office – If a contractor were to be awarded both the regular education and special education contracts would a separate staff for each contract be required? Could contractor have one supervisor responsible for both contracts as long as there was sufficient staff to deliver the required service?
Answer: Yes, as long as all requirements in the scope are satisfied.

Question: C. Scope of Services # 36 Fleet Age - The RFP states no vehicle older than 5 years, will the district consider an average age requirement such as no vehicle older than 10 years and an average of 6 years?
Answer: No.

Question: C2. Special Transports, Special education, In &Out of Town, Safe Home, 504 #14 – Can you provide the current number of booster seats, car seats and harnesses currently in use?
Answer: This section encompasses transportation of medically fragile and special needs students from Waterbury to Out-of-Town, or Out-of-Town to Waterbury, or Out-of-Town other than Waterbury. At this time, the referenced equipment has not been requested or utilized for this section.

Question: Can you please provide a copy of the current vendor contract with all amendments?
Answer: Current contract and amendment available through link.
https://drive.google.com/drive/folders/1SQYOA7RlIKhpC9Oa9lvcLxRtDbj0N8HS

Question: Can you please provide a copy of the past six months detailed invoices from the current vendor?
Answer: Paid invoicing for last 5 months available through link.
https://drive.google.com/drive/folders/1SQYOA7RlIKhpC9Oa9lvcLxRtDbj0N8HS

Thank you.

Maureen McCauley
Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL #8627
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
STUDENT BUS TRANSPORTATION SERVICES
FOR SPECIAL EDUCATION PROGRAM

The City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified operators to furnish Waterbury Public Schools Student Bus Transportation Service and Equipment for its Special Education Program.

A. Background and Intent

Waterbury Public Schools is seeking Student Bus Transportation Services for its Special Education Program as described in the Technical Specifications.

B. Qualifications

Eligible proposers will be those operators that have the following qualifications:

1. Eligible service providers must demonstrate at least two years' experience in operating transportation services for a special education program for a district comparable in size and setting to Waterbury and have all requisite licensing and insurances as those outlined in this Request for Proposal (RFP).
2. A proposer with a proven track record in providing these types of or similar services for municipal school systems.
3. Knowledge of federal and State laws and regulations governing the services outlined in the Technical Specifications.

C. Scope of Services

THE FOLLOWING APPLIES TO ALL THE TRANSPORTATION SERVICES REQUIRED IN THIS REQUEST FOR PROPOSAL:

1. The term of this Agreement shall be July 1, 2026 through June 30, 2031.

2. This Agreement shall include the following documents in addition to these Technical Specifications, Advertisement for Bid, Instructions for Bids, Description of Operation, Contractor's Bid Letter, Equipment Inventory, Bid Sheet submitted by the Successful Contractor.

3. The Contractor shall furnish transportation service and equipment specified herein such service and equipment necessary to perform the required Student Bus Transportation Services specified.

4. Federal and State law requires seatbelts on buses. The CITY desires to seek bids with seatbelts. This is delineated on the Bid Proposal form.

5. Bids shall include the full cost of all services for each year for each school bus or vehicle. In submitting a bid, bidders are required to state the cost for providing services in all categories as indicated on the Bid Proposal Form.

6. The CITY through the Transportation Coordinator at the Board of Education or other designee shall solely determine which students are to be transported. The Contractor working under the direction of the CITY through the Transportation Coordinator at the Board of Education or other designee will prepare all school bus routes, school bus trips, location of stops, time schedules, with the CITY retaining the right of final approval. The Contractor has the responsibility for operating and safety procedures. The Contractor will provide the CITY through the Transportation Coordinator at the Board of Education or other designee with access to its routing software and/or other electronic information of each route, stops and list of students assigned to each stop and school bus together with the number of miles for each route and the aggregate mileage for all routes on a monthly basis and/or a computer print-out of such information upon request.

7. The transportation services provided herein shall be jointly established by the CITY through the Transportation Coordinator at the Board of Education or other designee and Successful Bidder, with the City retaining the right of final approval. The CITY through the Transportation Coordinator at the Board of Education or other designee, reserves the right during the term of this agreement to require an increase or decrease in the number of vehicles to be employed by the Contractor in furnishing Transportation Service hereunder, or to vary the number of students to be transported or the length of any individual(s) school bus route(s). In the event of any such variations, the CITY agrees to notify the Contractor in writing of the effective date of such variations. Compensation for variations in the number of school bus or vehicles will be adjusted in accordance with the prices in the Bid Sheet.

8. If the Contractor shall fail for any reason to perform any of its obligations under and pursuant to this Agreement, and of such failure to perform is not remedied to the CITY's satisfaction within five (5) school days after written notice thereof is sent to the Contractor, the Contractor shall be deemed to be in breach of this

Agreement. Upon any such breach the CITY shall have the option of terminating this Agreement by written notice of termination sent to the Contractor via registered mail, either entirely or in respect to such item or items as may have been materially adversely affected by such failure to perform. In the event of a termination of any such item or items, which terminations do not materially adversely affect either the performance of the remainder of the Contractor's obligations under the Agreement or the proper performance of the Transportation Service contemplated by this Agreement, compensation will be adjusted in the accordance with the Contractor's bid proposal form. A second option of any breach is the CITY shall have the option of withholding the daily cost for such services as needed by written notice.

9. No termination of this Agreement, either partial or complete, shall affect or prejudice any other rights or remedies which the CITY may be pursuant to this Agreement or otherwise. The provisions of this section shall not apply for failure to perform from acts of God, or major disasters declared by the Mayor of the CITY. Further, the Contractor agrees to report without undue delay, both verbally and in written form any special conditions or potential failure or failure to perform any such item or items to the Chief Operating Officer of the Board of Education by such means and timeliness as will enable the CITY and the Contractor to expeditiously correct the condition or respective condition which caused or will cause such failure to perform.

10. Subject to the term of this Agreement, the CITY agrees to pay and the Contractor agrees to accept as full consideration for the performance of the Contractor's obligations hereunder the amount set forth in the Contractor's Bid Sheet. Payment will be made by the CITY monthly for such Transportation Service actually performed for which the Contractor is required. These payments will be made less any penalties for non-performance or Contractor's violation of standards. The Contractor's acceptance of such monthly payments shall release the CITY from all claims and liability to the Contractor under this Agreement for the period for which payment for accepted, barring administrative or clerical errors by the Contractor.

11. No payment made or accepted, however, shall operate as a waiver of CITY's rights or releases the Contractor, its sureties or insurers or assigns from

any obligation under this Agreement or any bond insurance policy required by this Agreement.

12. If, in the sole judgment of the CITY, insufficient funds have been appropriated so that no reasonable transportation service may be provided as required by law, the CITY may terminate the entire agreement so that neither the CITY nor the Contractor shall have any future liability or obligation with respect to each other or to the agreement.

13. All transportation services to be provided by the Contractor pursuant to this Agreement, including but not limited to the purchasing, manufacturing, outfitting, repair and maintenance of vehicles, the hiring, licensing, and training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and local laws, rules, regulations and directives including CT P.A. 07-224.

14. School vehicles and equipment used by the Contractor in the performance of the services required in this Contract shall comply with National School Bus Safety Regulations and all applicable Federal, State and Local regulations pertaining to school bus construction, operation and maintenance existing as of the date the Contract is signed and as these regulations may be amended from time to time during the term of this Contract. Such vehicles and equipment shall be kept in proper repair and in safe, clean and sanitary conditions. The Operator shall pre-trip each vehicle daily to determine that the brakes, horn, tires, steering apparatus, emergency doors, lights, video equipment and all other equipment are in good condition. The Contractor shall have a system for reporting of defects found by the vehicle operator. School vehicles used to transport children to schools indicated and any other related work that may be awarded to the successful Contractor shall at all times during the term of this Agreement strictly comply with the Federal, State, and Local law, rules, regulation and directives.

15. The Contractor shall provide a regular system of inspection and preventive maintenance, and shall keep sufficient standby school vehicles available so as to provide uninterrupted transportation services in accordance with the performance provided hereby. All reports as made to the State shall be submitted to the CITY on the same date of submission to the State.

16. The Contractor shall maintain a Traffic Control Office, in the CITY, which shall be adequately and competently staffed and equipped so as to efficiently handle supervision, correspondence, dispatching, yard duties, fueling, complaints and other problems normally related to pupil transportation. At a minimum, the Traffic Control Office will be staffed full time, on site, by:a transportation supervisor with overall responsibility for the entire operation; two dispatchers with overall knowledge of the CITY and routes; a safety coordinator with overall responsibility for safe operation of the location; a training coordinator responsible for all new and current driver training; a clerical person to handle correspondence and billing; two telephone operators for parent and school communication, one yard person to handle supervision of startup, yard repairs and fueling and other staff as deemed necessary by the Contractor. It shall be the duty of every vehicle driver to communicate promptly to the Traffic Control Office by the fastest possible means without deviations from established operating procedures or schedules. All vehicles shall have constant availability by two-way radio communications with such Traffic Control Office. The appointed supervisor shall be available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee at all times during the transportation and school hours of each day during the school year **(see Attachment 1-Operational Schedules)**. School hours subject to change.

17. All vehicles shall be properly ventilated, heated, and include air conditioning. An adequate First Aid Kit as required by the State Department of Transportation shall be installed in all vehicles. Changes may be made in the seating arrangement in the accordance with the various needs of the students. The Contractor shall furnish the CITY through the Transportation Coordinator at the Board of Education or other designee on a monthly basis the actual number of riders carried on any route, the actual time schedule of any route and such other information as the CITY may request.

18. The Contractor shall create and maintain set of COVID protocols and practices, or other BOE school closure practices, for staff and buses which shall be reviewed and approved by the Transportation Coordinator. Such protocols and practices shall be consistent with recommendations from the CDC, State and Local Health Agencies and industry standards and shall include but not be limited to wellness checks of drivers, mask wearing, social distancing, cleaning and reporting protocols. In the event of a public health

emergency or “COVID-like” occurrence, all costs to the CITY will be suspended until in-person education resumes.

19. No vehicle shall carry any commercial advertisement, nor shall any be distributed to passengers unless specifically approved by the CITY. Any and all such revenues generated shall be revenue for the CITY.

20. No passengers other than school students and other authorized persons shall be permitted in any vehicles without specific permission from the CITY, or its Authorized Representative. The Contractor shall advise vehicle driver for the correct passenger list to determine only bona fide riders are on the vehicle per the CITY Authorized Passenger List.

21. All accidents, incidents and delays involving a vehicle or any of its passengers shall be reported immediately by the Contractor to the Transportation Coordinator, Principal, Chief Operating Officer, and Superintendent of Schools. If an accident or incident involves a special education student, notification should also be made to the Special Services Department through the Special Education and Pupil Personnel Services Offices. This action shall be followed by a complete written report to the CITY from the Contractor no later than forty-eight (48) hours after the accident/incident has occurred.

22. The driver shall be authorized to complete discipline reports on students whose behavior is unsafe. Reports are to be submitted to the Principal and his/her Agent, including private schools. The driver/Contractor shall not discharge or deny transportation of a student without authorization by the Principal, his/her designee or the CITY. Report forms are the Contractor’s responsibility.

23. Each driver employed by the Contractor to provide transportation service pursuant to this Agreement shall comply with federal law, and with all laws, rules, and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the CITY and the State and local police department.

a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens and background checks, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.
b. The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.
c. The City and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this Contract and to reject a driver prior to actual employment. The Board also reserves the right to reject any driver during the Contract period, for cause and/or reason established by the Board.
d. Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all the physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles.e. Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.
f. The Board of Education or designee reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the Board. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the Board within 24 hours after notification by the Board of such action.
g. The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the Contract. Individual drivers shall not be allowed to provide their own substitutes.
h. Drivers shall not leave a bus unattended at any time when children are onboard.
i. Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.
j. Drivers must complete at least two (2) trial runs of the routes they are scheduled to drive prior to school opening so as to familiarize themselves with road conditions, locations of stops and schools, with proof to be submitted to the Board prior to the opening of school.

k. Drivers shall not smoke or carry a lighted cigar, cigarette, pipe, or vape when operating a vehicle with school children onboard.

l. Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are onboard.

m. Drivers shall not have food or drink, etc. on the bus while children are onboard.

n. Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the Board.

o. Drivers shall not operate a vehicle while carrying school children in excess of its rated capacity.

p. Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run drivers are to perform a post-run check to ensure that no students or their possessions remain on the vehicle.

q. The Contractor shall maintain an office where the equipment is located, staffed and equipped so that communications, correspondence, dispatching of buses, handling complaints and other problems normally related to a program of pupil transportation can be efficiently and effectively provided.

r. All drivers shall be issued pictured and numbered company ID cards. Such cards shall be prominently displayed by the driver while on duty. Enforcement of these provisions shall be determined by the Superintendent of Schools or designee.

s. The Contractor shall maintain a list of all drivers. This list shall contain drivers names, ID numbers, route assignment, bus number, and status. This list shall be updated at least once per month and sent to the Board of Education upon request by the Board.

t. Drivers must be checked annually for a criminal record and motor vehicle record throughout their period of employment and prior to their employment as bus drivers. At least two (2) times a year a complete list of all drivers with a copy of the results of criminal record or motor vehicle record must be submitted to the Superintendent of Schools or designee. One such list shall be submitted to the Superintendent of Schools or designee no later than August fifteenth of each year and upon request by the Board.

24. The CITY maintains the right to require removal from CITY of Waterbury's Service any driver who, in the opinion of the CITY, is unqualified or unsuitable to operate a school vehicle pursuant to this Contract.

25. This Agreement and the provisions herein contained shall not be assigned or otherwise transferred either wholly or in part by the Contractor without the prior written approval of the CITY.

26. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Connecticut.

27. All notices, consents and other communications required to be given hereunder shall, except as otherwise specifically provide herein, be in writing and delivered to the respective addresses of the parties as set forth herein or to such other address as the parties may hereafter designate in writing.

28. Bidders shall be experienced in the work to be performed and the student to be serviced and have or be able to obtain necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. More than one bid from an individual, a Contractor or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Contractor is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such Contractor is interested. Any or all bids in which such Contractor is interested will be rejected if there is reason for believing that collusion exists among the Contractors and all participants in such collusion will not be considered in future bids for the same work. The Board of Education, in determining the successful Contractor, may consider in addition to price, the experience of the Contractor, the sufficiency of the financial resources of the Contractor and the reputation of the Contractor for ability, integrity, judgment and performance, as well as the ability of the Contractor to provide future services. All Contractors must supply with this bid, a listing of all school districts that the Contractor has contracted for school bus service with during the past five-year period.

29. Twice yearly, the Contractor shall conduct emergency evacuation drills for all students in the K-12 grades covered by the Agreement. The Contractor shall supply to all schools written and/or printed material dealing with school bus safety for in-school and home education for the students.

30. This Contract shall apply to all days when school is in session. The minimum number of school days is currently 180. Transportation services may be required for summer school programs, and extended summer school programs. Dismissal times for school will vary and there are after-school and extended-day programs. During adverse conditions or emergency situations, the Board of Education or its Agent, shall determine when school shall be physically in session (in-person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days or other days as may be permitted by the Commissioner of Education or other authority. In the event of such days being exercised the CITY reserves the right to not utilize Transportation services on such days without financial penalty or payment.

    The children must be delivered to their schools prior to Board approved opening and picked up at the schools at approved closing times. The Contractor agrees that in no event will students be dropped-off at any school more than thirty (30) minutes prior to the schools starting time or picked up more than fifteen (15) minutes after the close of school. These violations can result in charges of twenty-five dollars ($25.00) per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.

31. As a condition of employment, all drivers shall pass a complete physical examination yearly, included in which each applicant is required to pass a drug/alcohol screening test prior to employment. All drivers must complete alcohol/drug screening prior to the start of every school year. The Contractor shall provide the CITY with its rules and regulations regarding screening for employees. ·The fee for any and all testing shall be borne by the Contractor.

32. The Contractor shall subject all prospective drivers to criminal and reference checks and shall not employ drivers who have been assessed by the State Department of Motor Vehicles more than five points on his/her license during the length of the Contract. The Contractor will check the driving record of all drivers at the start of each school year.

33. All information relating to driver histories/performance shall be made available to the Superintendent of Schools or his/her Agent. The Superintendent of Schools shall designate such Agent in writing as required by the Notice section.

34. The Contractor will employ the necessary mechanics to maintain school buses. All records as they apply to school bus maintenance shall be kept on file and made available to the CITY upon request.

35. All school busses used to fulfill the terms of these specifications and the Contract shall be registered, garaged, serviced, taxed and operated in the CITY.

36. All buses and vehicles used for this contract must be no more than five (5) model years old during any year of the contract.

37. All vehicles shall be ready for use by July 1, 2026.

38. The Contractor must arrange to have all vehicles inspected by the Department of Motor Vehicles as required, and notify the Education Transportation Coordinator when such inspections are in process so that the Board may be represented at the time. At any time during the Contract, the School Administration through the Transportation Coordinator at the Board of Education or other designee shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repair or additions to the mechanical equipment of the Contractor.

39. The CITY may require the Contractor to discontinue the use of any school bus which in the judgment of the Board of Education or its Agent, is hazardous, mechanically defective, or subject to frequent breakdowns or delays. In the event that the Board of Education shall order the discontinuance of any school bus, the Contractor shall forthwith replace said school bus with another school bus, which is capable of fulfilling the requirements of the Contractor and CITY.

40. The Contractor shall provide the CITY's Transportation Coordinator, one two-way hand held radio, for direct contact with the school bus company's dispatch office or drivers.

41. The successful Contractor should supply the CITY with (400) hours of school buses per school year, to be assigned by the CITY as needed, at no cost and such hours can be carried over into the next contracted school year throughout the term of the contract.

42. The Contractor shall cooperate with the CITY to maintain a good transportation public relations program.

44. The Contractor shall provide appropriate housing for, and state of the art video camera(s), for the entire fleet of school busses and vehicles used to transport students. All buses must be equipped with four point (front, rear, stairwell, exterior) digital cameras. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Contractor shall also supply the necessary viewing equipment and/or software. Camera output must be retained for a minimum of 30 days. The District requires a Wireless Seon Smart Reach Mobile Surveillance system or comparable type equipment. Alternate systems will be considered that are equal to the Seon specifications as determined by the District. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers. The system must be equipped with Day/Night cameras. The Contractor shall also make available software for viewing, playback and event searching by District personnel. All camera use and video viewing shall be consistent with the policies and procedures as established by the District. Inoperable cameras shall be subject to charges which shall be $25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.

45. Bidders must warranty that their bus fleet “out-of-service” rate does not exceed 10% for the time period of one year from the date of this Bid Specification.

46. The Contractor shall appoint as his representative a qualified person, who will have general and overall supervision of the vehicles operating under this contract. The appointed person shall be available to the representative of the Board of Education at all times during the transportation and school hours of each school day when school is in session.

47. The driver of any vehicle transporting school children under consideration must possess a C.D.L. or appropriate and required certification, and is in complete charge of the vehicle and of the children being transported during the time that these children are in his/her care. As such, he/she is responsible for their welfare. He/she should be courteous and professional with all children as is customary within the schools to control the actions of school children aboard his/her vehicle. The discipline of a child on the vehicle will be in accordance with Connecticut General Statute 53A-18 and as may be amended from time to time, the Rules and Regulations of the Board of Education and City of Waterbury. The driver will report the names of pupils who display unsafe behavior or cannot be managed to the Principal of the school. During the time that the vehicle is in use for the operation of the contract, the driver shall not at any time transport any person other than children whom he/she is responsible unless he/she has received written approval from the Superintendent of Schools or his/her Agent, that such person is authorized or permitted to ride on the vehicle.

48. The Contractor shall provide training for all new driver applicants, said training to include classroom and on-road, prior to applying for a State of Connecticut Public Service License. The combination of classroom and/or road training shall be, at a minimum, forty hours. Experienced drivers who have held a Public Service License during the preceding year shall be required to attend an eight-hour refresher course included in which shall be an on-road proficiency requirement. For drivers of special education children, training shall include transportation issues with children with disabilities.

49. All school busses and vehicles used for transporting students must be equipped with a web-based global positioning system (GPS) such that it can be determined at all times where the bus is, the route that was travelled, and the speed at which the bus is traveling. The Contractor shall provide access to this system to the Transportation Coordinator at the Board of Education and up to two additional CITY representatives upon request.

50. Parents will have on-line GPS access to Bus Zone or similar software application program (App) for real-time, map based bus locator which shall be made available through the District website or App directly to the parent.

51. A listing of Waterbury Public Schools is attached, and includes the address, Principal's name and telephone number **(see Attachment 2 –School Listing).** However, it is anticipated that during the term of any Contract for transportation services, the number and address of schools will change. New public and/or private and/or Charter schools may open, schools may close. If awarded a contract, transportation services shall be provided to any school within the City boundaries provided in the Bid Form, regardless of the opening and closing hours of the school.

C1. TECHNICAL SPECIFICATIONS

A. SPECIAL EDUCATION BUSING

1. The Contractor shall give the parent/guardian of the child to be transported a telephone number and time to notify the Contractor (or his/her driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply parent/guardian an estimated pickup time schedule and estimated afternoon return schedule.

2. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather, or other emergencies when necessary and/or as may be approved for virtual learning days. All vehicles, drivers, and aides must be available for early closings of schools.

3. The Contractor will maintain an on-time pick-up and delivery schedule. It is expected that the student length of time on the vehicle will be reasonable in nature. Any student whose time on the vehicle is disruptive or disagreeable to the parent/guardian, the disagreement shall be evaluated and adjustments made where warranted.

4. Bids must be based on a flat rate per day basis **(see Attachment 3 - Price Proposal Forms A-D).** The billing voucher shall reflect the attendance by date. Charges for work covered by this contract will be invoiced separately from charges for other service, which may be provided by the Contractor

under other contracts or purchase orders. The Contractor shall furnish the City at any time requested, but not less than monthly, the actual time schedule of any route and such other information as the City may request.

5. Bids should be based on providing One-Type I School Bus and One-Type 2 School Bus or two passenger vans.

6. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disabled student.

7. Each vehicle during the period of this contract is to be maintained at a level of safety, appearance and reliability suitable to the CITY and its Board of Education. The Superintendent of Schools reserves the right to demand replacement vehicles failing to meet those specifications.

C2. SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, 504

1. This section encompasses transportation of medically fragile and special needs students from Waterbury to Out-of-Town, or Out-of-Town to Waterbury, or Out-of-Town other than Waterbury. **(see Attachment 3 - Price Proposal Forms A-D).**

2. For Information Only - The number of pupils per day requiring special transport within Waterbury during the 2026-2031 school year is expected to range from 1,500 to 2,500.

3. The CITY will provide 75,000 gallons of fuel to operate all vehicles under this section. Waterbury Public Schools will no longer be using diesel-fueled buses Excess fuel cost (over the 75,000 gallons) shall be paid by the Contractor. A fuel monitor's report is to be forwarded to the School Business Office and Transportation Coordinator monthly. Fuel monitor's report will be list Early Childhood Education Program on a separate report.

4. Special Education busing may include school children, who have been identified by the Planning and Placement Team (PPT) and others who

require other than regular district transportation as contemplated in the previous section.

5. All bids shall include provisions for door-to-door school transportation (no single access streets) of special needs school children determined by the Superintendent of Schools or his/her Agent to be eligible for transportation service.

6. The Contractor shall give the parent/guardian of each child to be transported a designated telephone number and time to notify the Contractor (or his/her driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply parent/guardian an estimated pick up time schedule.

7. A daily record of attendance shall be kept by the driver(s), copy of which, along with a monthly summary, shall be submitted to the Principal of each school, the Transportation Coordinator and the Special Education and Pupil Personnel Supervisor(s) Office. Within five (5) working days, the Principal or his/her Agent shall verify attendance, sign and return to the Contractor and the School Business Office.

8. Pupils attending work study sites, field trips, etc. according to a PPT/IEP, will be subject to a rate per hour charge. There will be no per student charge for extra runs.

9. Transportation is to be furnished by available specified vehicles of sufficient capacity, without crowding or overloading, and it shall be understood that some vehicles may be required to transport only one student. All vehicles shall be equipped and maintained in accordance with the laws of the Federal Government, State of Connecticut, Department of Motor Vehicles, and shall comply with all statutes, ordinances, rules and regulations now in force or from time to time adopted and approved by the State Board of Education and the Waterbury Board of Education, which are accepted by the Motor Vehicle Department of the State of Connecticut effective July 1, 2026 through June 30, 2031. This includes safety and restraint equipment and other directives that may be included in the student's individual education and behavior plan.

10. The driver and the required attendant/aide of any vehicle transporting special needs children shall, in the process of transporting, be fully aware of and give due consideration to the particular disabilities and limitations of the school children under their care. The Contractor shall employ on a full-time basis a qualified Supervisor to oversee safety and training of drivers and attendants.
    The Contractor will institute a continuing program of Driver Safety and instruction in accordance with requirements set by the State of Connecticut Department of Motor Vehicles and local requirements that may be developed by the Waterbury Board of Education. ·

11. It shall be understood that the primary obligation for driver and attendant that instruction and supervision rest with the Contractor. The Contractor shall avail the attendants of an ongoing training program designed to upgrade the attendant's knowledge and skills as it related to the special needs students. The proper procedures regarding the use of all safety equipment, restraint devices, lift, car seats and wheelchairs, shall be part of the attendant's ongoing training.

12. Each vehicle transporting special needs children shall be staffed on every trip with a driver and an attendant/aide. The attendant/aide shall sit in close proximity to the student and is responsible for supervising and monitoring student behavior.

13. The Contractor may be required to provide bus aides or monitors for the purpose of safety and discipline of students on some of the bus runs at the Discretion of the Transportation Coordinator. Bus aides shall be screened and selected in the same manner as drivers, including fingerprint checks and drug testing. The Contractor shall also provide training in the care and handling of children with special needs. Bus aides shall also comply with all of the rules and regulations as bus driver. The driver is in full charge of the vehicle during its operation even though an aide or bus monitor is assigned to the vehicle.

14. The Contractor should anticipate the need for, and have available, and be able to use, vans or busses capable of transporting students in wheelchairs;

seatbelts, restraints, booster or built in seats, special harnessed and any other equipment that could be needed to transport a special needs or medically fragile student(s).

15. The Contractor is to be notified when schools are to be closed because of weather or other conditions which may arise. This agreement will include a minimum of 180 days of school per contract year. The successful bidder will also make available vehicles to be used during the months of June, July and August of each bid year for the transportation of students attending classes or programs during those months, depending on the schools' schedules.

16. Upon the date the contract becomes effective, the Contractor shall provide the following vehicles. All fuel types bid must meet minimum daily transportation requirement for student transportation to and from school on a daily basis. Waterbury Public Schools will no longer be using diesel-fueled buses. All vehicles must be capable of completing daily runs in a single operation and traverse City streets and hills.

    a. Twenty (20) 2021 or newer transit style, rear engine; fifty-four (54) passenger busses, at least two of which shall be equipped with a wheelchair lift and/or wheel chair access.
    b. Eight (8) 2021 or newer Type 1 wheelchair lift-equipped, 10+2 (ten seats and two wheelchair securements) passenger buses.
    c. Eleven (11) 2021 or newer Type II wheelchair lift-equipped; twenty-six (26) passenger vehicles, and four (4) wheelchair vehicles.
    d. Twenty-one (21) 2021 or newer Type II twenty (20) passenger buses.

    This information is based on current fleet utilization and is subject to change depending on enrollment and the needs of students as indicated in specifications.

17. All busses including spares shall be equipped with two-way radios and sufficient spare units to allow for repair and theft, a minimum of one spare bus of each Type and seating capacity referenced in Section 16: a through d, shall be provided. Spares to be put in service are to be of the same seating capacity as any school bus taken out of service. Spare busses and route busses shall meet all requirements as set forth in accordance with the work described in these specifications.

18. All busses including spares shall be equipped with restraining devices, seatbelts, and car seats in addition to video cameras, GPS and the radios specified elsewhere in this document. Aides or medically trained personnel accompany children, sit with them and properly supervise them.

19. The number of vehicles specified above are estimates. The exact number of vehicles necessary to adequately perform the contract shall be the sole responsibility of the Contractor and shall be provided in accordance with the rate paid to the Contractor pursuant to the selected bid. In addition to the above fleet, the Contractor shall provide emergency vehicles for unexpected situations and school hours of the various buildings involved.

20. Since the contract provisions are for door to school transportation, a tentative list of addresses of children to be transported is available, with a list of locations to which the children are to be bused. The bidder should ascertain their equipment needs as a result of studying this list and in conformity with school hours of the various buildings involved.

21. Following is a current list of students being transported to or from locations other than our public schools.

FACILITY	ADDRESS	STUDENT COUNT
ACES Mill Road School	295 Mill Road, North Haven, CT 06473	2
ACES Ansonia Middle School	115 Howard Avenue, Ansonia, CT 06401	1
ACES Create @ Whitney Academy	130-A Leeder Hill Drive, Hamden, CT 06517	4
ACES Village School	31 Temple St, North Haven, CT 06473	1
ACES Whitney HS North	130-B Leeder Hill Dr, Hamden, CT 06517	4
Adelbrook	60 Hicksville Road, Cromwell, CT 06416	9
American School for the Deaf	139 N Main Street, West Hartford, CT 06107	7
Aspire	100 Prospect Street, Naugatuck, CT 06770	11
Ben Bronz Academy	11 Wampanoag Drive, West Hartford, CT 06117	2
Benhaven, inc.	187 Half Mile Road, North Haven, CT 06473	6
Boys and Girls Village	528 Wheelers Farm Road, Milford, CT 06461	1
Solterra Academy	300 John Downey Drive, New Britain, CT 06051	4
Cooperative Educational Services (CES)	40 Lindermann Drive, Trumbull, CT 06095	4
Capital Region Education Council (CREC)	601 River Street, Windsor, CT 06095	3
Connecticut Junior Republic (CJR)	550 Goshen Road, Litchfield, CT 06759	2
Gengras Center	1678 Asylum Avenue, West Hartford, CT 06117	1
Klingberg Family Center	370 Linwood Street, New Britain, CT 06052	3
Meliora Academy, LLC	470 Murdock Avenue, Meriden, CT 06450	1
Oak Hill School	120 Holcomb Street, Hartford, CT 06112	11

Saint Vincent's Special Needs Center, Inc.	95 Merritt Boulevard, Trumbull, CT 06611	3
The Village for Families and Children, Inc.	1680 Albany Avenue, Hartford, CT 06015	1
Wheeler Clinic	91 Northwest Drive, Plainville, CT 06062	2

22. The term for the transportation of students with attending the schools above will be the first day of school through June 30, 2031.

C3. DRIVER AND ATTENDANT QUALIFICATIONS, DUTIES & RESPONSIBILITIES

1. All drivers and attendants assigned to transport special needs pupils included in this Contract shall have such knowledge and understanding of the sensitivity for the care and handling of special needs children as is necessary for their safe transportation and including life devices and transfer techniques. No child should be dropped-off if there is no adult supervision present at the drop-off site to greet the child. This requirement is necessary because many of these pupils are unable to assume responsibility for their own care and safety and because many have serious physical defects requiring special handling. Drivers and attendants shall follow the direction of the school or special services department in the manner children are supervised during transportation and follow any behavior or education plans when the CITY determines that they apply.

2. The CITY may require, on short notice, medically trained personnel, such as an Emergency Medical Technician (EMT), to accompany a driver on specific bus routes. Upon requests, the Contractor must have the ability to accommodate a requirement for medically trained personnel to accompany a child when transportation is provided.

3. At the option of the City of Waterbury, the successful bidder will also make available vehicle(s) to be used during the months of July and August of each year for the transportation of summer students depending on the school's schedule (if any). The cost of this transportation will be at the same rate as the upcoming school year. For example, the summer of 2026 cost will be the same as 2026-2027 school year.

4. The Special Education and Pupil Personnel Supervisor(s) Office or his/her Agent has the right to change schools and school hours of a given student. Bidders should be aware that a student address may be tentative and subject

to change and transportation requirements may also be changed or eliminated. This is due in large part to the unpredictability and various needs of students.

5. The Contractor must satisfy itself by personal investigation of the areas served, and a study of the opening and closing hours of the various schools as to the length and number of runs necessary, and the amount and type of equipment required to supply the transportation called for in complete and satisfactory manner and in accordance with the specifications, and shall not at any time claim that there was any misunderstanding in regard to the amount and nature of the services to be rendered.

C4. EARLY CHILDHOOD EDUCATION PROGRAM

1. The chosen Contractor will provide round trip transportation to and from school for children in the Early Childhood Education Program (ECEP).

2. The CITY shall provide 20,000 gallons of fuel to operate all vehicles under this agreement for the round trip transportation of children in the ECEP. Excess fuel cost (over 20,000 gallons) shall be paid by the Contractor. Waterbury Public Schools will no longer be using diesel-fueled buses A fuel monitor's report is to be forwarded to the School Business Office and Transportation Coordinator monthly.

3. The type of vehicle to be used is a Type 2 School Bus or passenger van. Each vehicle must meet all the requirements of the federal government and statutes of the State of Connecticut regulating the transportation of school children. In addition, the vehicles must meet all conditions prescribed by the Connecticut Department of Motor Vehicles for such vehicles operated on the highways of Connecticut in the: course of transporting school children, effective, July 1, 2026.

4. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disabled student.

5. An aide is required to ride with the students on the bus in the Early Childhood Education Program (ECEP).

C5. PARTNER DISTRICT TRANSPORTATION

1. The chosen Contractor will provide round trip transportation to and from out-of-district partner sites to Waterbury Public Magnet Schools (Maloney, Rotella and Waterbury Arts) for students enrolled in the magnet program and residing in partner districts. Waterbury Public Schools currently transports to and from Plymouth/Terryville and Thomaston districts for magnet school students. Additional out-of-district partner sites include Naugatuck, Region 15 (Middlebury/Southbury), and Wolcott. Presently these additional sites provide transportation to and from the Waterbury Public Magnet Schools for their resident students.

2. The CITY shall provide 7,000 gallons of fuel to operate all vehicles under Section C5 of this agreement combined with Section C1(5) of the RFP #8612 Student Bus Transportation Services for Regular Education Program for the round trip transportation of children enrolled in the out-of-district magnet school program. Combined excess fuel cost (over 7,000 gallons) shall be paid by the Contractor. Waterbury Public Schools will no longer be using diesel-fueled buses. A fuel monitor's report is to be forwarded to the School Business Office monthly.

3. The type of vehicle to be used is a Type 2 School Bus or passenger van. Waterbury Public Schools will no longer be using diesel-fueled buses. Each vehicle must meet all the requirements of the federal government and statutes of the State of Connecticut regulating the transportation of school children. In addition, the vehicles must meet all conditions prescribed by the Connecticut Department of Motor Vehicles for such vehicles operated on the highways of Connecticut in the: course of transporting school children, effective, July 1, 2026.

4. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disabled student.

5. An aide is required to ride with the students on the bus in the Magnet School Program.

D. AGREEMENT PERIOD

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for five years beginning on July 1, 2026 through June 30, 2031.

E. INSURANCE

The Respondent shall provide insurance as set for in **Attachment D-Insurance Requirements** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in most current A.M Best Company ratings.

F. GENERAL INFORMATION

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Not Applicable. There will be a mandatory Information Session with respect to this RFP on October XX, 2025 at XX pm at Chase Building Training Room (Room 275) on 236 Grand Street in Waterbury, Connecticut. Attendance and on-time sign-in at the Information Session is mandatory. Those late/not attending will not be eligible to submit a proposal.
3. Proposers must complete and sign the items and any forms included in **Attachment A (Contract Compliance Packet).**

4. All questions and communications about this Request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on January 9, 2026.** Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP,** will be available via the City of Waterbury ProcureWare website **by January 16, 2026 at 2:00 PM.** It shall be the responsibility of the proposer to download this information. If you

have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. MANAGEMENT

Any contract or purchase order resulting from this RFP will be managed by the Department of Education.

H. CONDITIONS

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the CITY.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of ninety (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his/her option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All Subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer s sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no

knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. **See Attachment B- Sample Contract.**

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and seven (7) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on January 26, 2026. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery, Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in

Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP **(see Attachment C – Proposer Information and Statement)**

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
   a. Firm Name
   b. Permanent main office address
   c. Date firm organized.
   d. Legal Form of ownership. If a corporation, indicate where incorporated.
   e. How many years have you been engaged in services you provide under your present name?
   f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities
   a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
   b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
      I. Organization name and the name, title, address and telephone number of a responsible contact person.
      II. Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.

III. For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in **Section I.3.b**. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.
Please respond to the following questions:
   a. Have you ever failed to complete any work awarded to you? If so, where and why?
   b. Have you ever defaulted on a contract? If so, where and why?
   c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
   d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
   e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
   f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
   g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
b. Proposed cost schedule.
c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in **Section B. - Qualifications** of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved to the City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements – Not Applicable

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury

Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the “Good Jobs Ordinance“.

M. State Set-Aside Requirements – Not Applicable

i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to Subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – Not Applicable

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond- Not Applicable

Each Proposal with a total cost greater than $50,000 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds- Not Applicable

The Proposer to whom a contract is offered, shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year.

The Contractor/Vendor will send a separate invoice to the City for the yearly bond amount per the Contractor/Vendor's Modifications/Conditions specified in the bid response by September 1 of each year.

Q. Prevailing Wages - Not Applicable

As noted above, proposers are advised that State of Connecticut prevailing wage rates and regulations apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor.

ATTACHMENT 1 – OPERATIONAL SCHEDULES

WATERBURY PUBLIC SCHOOLS
SCHOOL HOURS

SCHOOL NAME	REGULAR HOURS	PLANNED/WEATHER/ EMERGENCY DISMISSAL	DELAYED OPENING
HIGH SCHOOLS			
Crosby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Kennedy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Career Academy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wilby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
MIDDLE SCHOOLS			
North End	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wallace	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
West Side	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
ELEMENTARY SCHOOLS			
Bucks Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Bunker Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Carrington	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Chase	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Cross, Wendell	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Driggs	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Duggan	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Generali	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Gilmartin	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Hopeville	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
International	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Kingsbury	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Maloney	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Reed	8:35 AM – 2:50 pm	8:35 am – 12:00 pm	10:35 AM – 2:50 pm
Regan	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Rotella	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Sprague	8:05 am – 2:20 pm	8:05 am – 11:30 pm	10:05 am – 2:20 pm
Tinker	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Walsh	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Washington	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Wilson	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
PROGRAMS			
Academic Academy (at Wallace)	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Bucks Hill Pre-K	9:00 am – 3:21 pm	9:00 am – 10:30 am	12:51 pm - 3:21 pm
AM Session	9:00 am – 11:30 am	9:00 am – 10:30 am	No AM Classes
PM Session	12:51 pm – 3:21 pm	No PM Classes	12:51 pm – 3:21 pm
Enlightenment	7:20 am – 1:00 pm	7:20 am – 11:00 am	9:20 am – 1:00 pm
State Street	7:30 am – 1:35 pm	7:50 am – 11:30 am	9:30 am – 1:35 pm
NON-PUBLIC AND PRIVATE SCHOOLS			
ACES at Chase	7:45 am – 2:50 pm	7:45 am – 12:50 pm	9:45 am – 2:50 pm
Alpha & Omega Academy	8:00 am – 3:00 pm	Dismissal at 12:30 pm	10:00 am – 3:00 pm
	Friday 8:00 am – 2:00 pm		Friday 10:00 am – 2:00 pm
Catholic Academy of Waterbury	9:05 am – 3:40 pm	9:05 am – 12:30 pm	11:05 am – 3:40 pm
Brass City Charter	7:30 am – 3:45 pm	7:30 am – 12:30 pm	9:30 am – 3:45 pm
Children's Community	9:05 am – 3:20 pm	Dismissal at 12:30 am	11:05 am – 3:20 pm
Holy Cross High School	7:30 am – 1:45 pm	Dismissal at 10:30 am	9:30 am – 1:45 pm
Kaynor Technical	7:25 am – 2:20 pm	Dismissal at 11:00 am	9:25 am – 2:20 pm
Our Lady of Mount Carmel	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Yeshiva K'Tana/Hillside (Girls Elem)	9:00 am – 4:00 pm	Dismissal at 12:30 pm	11:00 am – 4:00 pm
Yeshiva K'Tana/S.Elm (Boys Elem)	8:15 am – 4:45 pm	Dismissal at 12:30 pm	10:15 am – 4:45 pm
			Revised August 14, 2025

Holidays 2026

The following days are hereby designated as holidays for 2026:

New Year's Day	**Thursday**	**January 1, 2026**
Three King's Day	**Tuesday**	**January 6, 2026**
Martin Luther King, Jr. Day	**Monday**	**January 19, 2026**
President's Day	**Monday**	**February 16, 2026**
Lincoln's Birthday	**Tuesday**	**February 17, 2026**
Eid al-Fitr	**Friday**	**March 20, 2026**
Good Friday	**Friday**	**April 3, 2026**
Memorial Day	**Monday**	**May 25, 2026**
Juneteenth	**Friday**	**June 19, 2026**
Independence Day	**Friday**	**July 3, 2026**
Labor Day	**Monday**	**September 7, 2026**
Columbus Day	**Monday**	**October 12, 2026**
Veterans' Day	**Wednesday**	**November 11, 2026**
Thanksgiving Day	**Thursday**	**November 26, 2026**
Christmas Day	**Friday**	**December 25, 2026**

ATTACHMENT 2 – SCHOOL LISTING

ELEMENTARY SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Brittany Dunn	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Clemente, Roberto, International	Ms. Diurca Tomasella	116 Beecher Avenue, 06705	203-741-8364
Cross, Wendell	Mrs. Donna Cullen	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Dr. Jennifer Rosser	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Ms. Kristen Gaudiosi	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Erika Lanza	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Julissa Crespo	2 Cypress Street, 06706	203-574-8173
Kingsbury	Ms. Hannah Sam	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Mrs. Diane Bakewell	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Erik Brown	33 Griggs Street, 06704	203-574-8180
Regan	Mrs. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Mrs. Robin Henry	380 Pierpont Road, 06705	203-574-8168
Sprague	Ms. Stephanie Carpentieri	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Mr. Ryan Sullivan	809 Highland Avenue, 06708	203-574-8186
Walsh	Dr. Maureen Wilson	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Mr. Michael Theriault	235 Birch Street, 06704	203-573-6660
MIDDLE SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsamo	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120
HIGH SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
Crosby	Mr. Michael Veronneau	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Dr. Maria Stasaitis	16 South Elm Street, 06706	203-573-6300
Waterbury Career Academy	Mr. Michael Harris	175 Birch Street, 06704	203-574-6000
Wilby	Mr. Kenny Pierresaint	568 Bucks Hill Road, 06704	203-574-8100
PROGRAMS			
School Name	**Principal**	**School Address**	**Phone Number**
Enlightenment	Ms. Lauren Miele	54 Griggs Street, 06704	203-574-8028
State Street	Mrs. Lisa Ariola- Simoes	30A Church Street, 06702	203-574-8050

NON-PUBLIC AND PAROCHIAL SCHOOL SITES

School Name	Principal	School Address	Phone Number *Will be provided to winning bidder
ACES @ Chase	Frank LaBanca	565 Chase Parkway, 06708	
ACES Wintergreen	Dr. Zakiyyah Baker	670 Wintergreen Avenue Hamden, 06514	
Alpha & Omega Christian Academy	Pastor Burke	50 Linden Street, 06702	
Brass City Charter	Barbara Ruggiero	289 Willow Street, 06710	
Catholic Academy	Christa Chowkowski	386 Robinwood Road, 06708	
Children's Community	Katherine Sniffin	23 John Street, 06708	
Holy Cross	Mike Pompei	587 Oronoke Road, 06708	
Kaynor Technical School	Dr. Kenneth Hilliard	43 Tomkins, Street, 06708	
Our Lady of Mount Carmel	Jack Tavares	645 Congress Avenue, 06708	
Southington Vo-Ag	Rich Aroian, Principal Kathleen Reynolds, Assistant Principal	720 Pleasant Street, Southington, 06489	
UCONN Waterbury	Fumiko Hoeft	99 East Main Street, 06702	
Yeshiva Gedolah	Rabbi Brecher	359 Cooke Street, 06710	
Yeshiva K'tana	Rabbi Karr	32 Hillside Avenue, 06710	

OUT-OF-DISTRICT PARTNER SITES

School District	Superintendent	District Address	District Phone #
Naugatuck Public Schools	Melissa Cooney, Int Superintendent	497 Rubber Avenue, Naugatuck 06770	
Plymouth/Terryville Public Schools	Brian Falcone, Superintendent	27 North Harwinton Avenue, Terryville 06786	
Region 15 Public Schools	Joshua Smith, Superintendent	1212 Whittemore Road, Middlebury 06762	
Thomaston Public Schools	Francine Coss, Superintendent	185 Branch Road, Thomaston 06787	
Wolcott Public Schools	Shawn Simpson, Superintendent Joseph Norcross, Asst Super	1488 Woodtick Road, Wolcott 06716	

REQUEST FOR PROPOSAL #8627
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
STUDENT BUS TRANSPORTATION SERVICES
FOR SPECIAL EDUCATION PROGRAM

ATTACHMENT 3 - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)
_____

_____

_____

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

ATTACHMENT 3 - PRICE PROPOSAL FORM A

GASOLINE

Request for Proposal #8627 {with Seatbelts)

	SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, 504 & ECEP	BASIS FOR RATE	SCHOOL YEAR 2026-2027	SCHOOL YEAR 2027-2028	SCHOOL YEAR 2028-2029	SCHOOL YEAR 2029-2030	SCHOOL YEAR 2030-2031
A.	In town, daily round trip transportation, to and from school, includes summer programs. Approximately 60 busses.	Daily Charge per Bus					
B.	Same as above, but only one way.	Daily Charge per Bus					
C.	Early dismissal as required (split dismissal).	Daily Charge per Bus					
D.	Additional services for extra runs, work study sites, field trips, after school programs, etc.	Hourly Rate per Bus					
E.	Daily round trip transportation of students participating in the Early Childhood Education Program (ECEP) from home to school and return to their home or a designated location, approximately 15 buses.	Daily Charge per Bus – Contractor Provides Fuel					
F.	Daily transportation of students out-of-district to Waterbury, Waterbury to out-of-district, and Waterbury to Waterbury for locations shown in C2-20 and C2-21 in Scope of Services.	Daily Charge per Bus including Monitor Costs					
G.	For transportation from one town to another town, neither of which is Waterbury, and which is not otherwise covered elsewhere.	Daily Charge per Bus – Round Trip including Monitor Costs					
H.	Cost to supply an EMT or RN during transportation.	Per Pupil, per Day, Round Trip					
I.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge per Bus					

Specify engine size, HP/RPM: _____

ATTACHMENT 3 - PRICE PROPOSAL FORM B

PROPANE

Request for Proposal #8627 {with Seatbelts)

	SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, 504 & ECEP	BASIS FOR RATE	SCHOOL YEAR 2026-2027	SCHOOL YEAR 2027-2028	SCHOOL YEAR 2028-2029	SCHOOL YEAR 2029-2030	SCHOOL YEAR 2030-2031
A.	In town, daily round trip transportation, to and from school, includes summer programs. Approximately 60 busses.	Daily Charge per Bus					
B.	Same as above, but only one way.	Daily Charge per Bus					
C.	Early dismissal as required (split dismissal).	Daily Charge per Bus					
D.	Additional services for extra runs, work study sites, field trips, after school programs, etc.	Hourly Rate per Bus					
E.	Daily round trip transportation of students participating in the Early Childhood Education Program (ECEP) from home to school and return to their home or a designated location, approximately 15 buses.	Daily Charge per Bus – Contractor Provides Fuel					
F.	Daily transportation of students out-of-district to Waterbury, Waterbury to out-of-district, and Waterbury to Waterbury for locations shown in C2-20 and C2-21 in Scope of Services.	Daily Charge per Bus including Monitor Costs					
G.	For transportation from one town to another town, neither of which is Waterbury, and which is not otherwise covered elsewhere.	Daily Charge per Bus – Round Trip including Monitor Costs					
H.	Cost to supply an EMT or RN during transportation.	Per Pupil, per Day, Round Trip					
I.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge per Bus					

Specify engine size, HP/RPM: _____

_____

ATTACHMENT 3 - PRICE PROPOSAL FORM C

ELECTRIC

Request for Proposal #8627 {with Seatbelts)

	SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, 504 & ECEP	BASIS FOR RATE	SCHOOL YEAR 2026-2027	SCHOOL YEAR 2027-2028	SCHOOL YEAR 2028-2029	SCHOOL YEAR 2029-2030	SCHOOL YEAR 2030-2031
A.	In town, daily round trip transportation, to and from school, includes summer programs. Approximately 60 busses.	Daily Charge per Bus					
B.	Same as above, but only one way.	Daily Charge per Bus					
C.	Early dismissal as required (split dismissal).	Daily Charge per Bus					
D.	Additional services for extra runs, work study sites, field trips, after school programs, etc.	Hourly Rate per Bus					
E.	Daily round trip transportation of students participating in the Early Childhood Education Program (ECEP) from home to school and return to their home or a designated location, approximately 15 buses.	Daily Charge per Bus – Contractor Provides Fuel					
F.	Daily transportation of students out-of-district to Waterbury, Waterbury to out-of-district, and Waterbury to Waterbury for locations shown in C2-20 and C2-21 in Scope of Services.	Daily Charge per Bus including Monitor Costs					
G.	For transportation from one town to another town, neither of which is Waterbury, and which is not otherwise covered elsewhere.	Daily Charge per Bus – Round Trip including Monitor Costs					
H.	Cost to supply an EMT or RN during transportation.	Per Pupil, per Day, Round Trip					
I.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge per Bus					

Specify engine size, HP/RPM: _____

_____

ATTACHMENT 3 - PRICE PROPOSAL FORM D

NON-DIESEL HYBRID

Request for Proposal #8627 {with Seatbelts)

	SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, 504 & ECEP	BASIS FOR RATE	SCHOOL YEAR 2026-2027	SCHOOL YEAR 2027-2028	SCHOOL YEAR 2028-2029	SCHOOL YEAR 2029-2030	SCHOOL YEAR 2030-2031
A.	In town, daily round trip transportation, to and from school, includes summer programs. Approximately 60 busses.	Daily Charge per Bus					
B.	Same as above, but only one way.	Daily Charge per Bus					
C.	Early dismissal as required (split dismissal).	Daily Charge per Bus					
D.	Additional services for extra runs, work study sites, field trips, after school programs, etc.	Hourly Rate per Bus					
E.	Daily round trip transportation of students participating in the Early Childhood Education Program (ECEP) from home to school and return to their home or a designated location, approximately 15 buses.	Daily Charge per Bus – Contractor Provides Fuel					
F.	Daily transportation of students out-of-district to Waterbury, Waterbury to out-of-district, and Waterbury to Waterbury for locations shown in C2-20 and C2-21 in Scope of Services.	Daily Charge per Bus including Monitor Costs					
G.	For transportation from one town to another town, neither of which is Waterbury, and which is not otherwise covered elsewhere.	Daily Charge per Bus – Round Trip including Monitor Costs					
H.	Cost to supply an EMT or RN during transportation.	Per Pupil, per Day, Round Trip					
I.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge per Bus					

Specify engine size, HP/RPM: _____

_____

Social Security Number or Federal Identification Number	Signature of Individual or Corporate Name
Company Name	Corporate Officer (if applicable)
	By: _____ (Title)
	(Business Address)
	(City, State, Zip Code)

Date: _____ Email: _____

END OF ATTACHMENT 3

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email: _____
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL #8627 BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
STUDENT BUS TRANSPORTATION SERVICES
FOR SPECIAL EDUCATION PROGRAM
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$40,000,000 each Occurrence** **$40,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

ALL-STAR TRANSPORTATION



City of Waterbury
Request for Proposal #8627
Student Bus Transportation Services for Special Education Program
Tuesday, January 27, 2026
2:00PM

"Original"

"The **NEW** Leader of School Bus Transportation"

ALL-STAR TRANSPORTATION

146 Huntingdon Avenue, Waterbury, CT 06708
203-573-0555 *phone* 203-573-9750 *fax*

January 26, 2026

City of Waterbury
Attention: Mr. Kevin McCaffery
Director of Purchases
235 Grand Street
Waterbury, CT 06702

RE: RFP 8627

Dear Mr. McCaffery,

All-Star Transportation is pleased to offer the following bid for the City of Waterbury transportation services for special education programs. All-Star Transportation is your current provider of this service and has provided this service to the City since the 2008 school year. We continue to have the expertise and knowledgeable history of the City's needs to operate this service which we will be prepared to continue to provide for July 1, 2026.

Please contact me at any time if you have any questions regarding our proposals and/or our company. All-Star Transportation looks forward to providing safe transportation for the City of Waterbury.

Sincerely,

John R. Dufour
President

ATTACHMENT 1 – OPERATIONAL SCHEDULES

WATERBURY PUBLIC SCHOOLS
SCHOOL HOURS

SCHOOL NAME	REGULAR HOURS	PLANNED/WEATHER/ EMERGENCY DISMISSAL	DELAYED OPENING
	HIGH SCHOOLS		
Crosby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Kennedy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Career Academy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wilby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
	MIDDLE SCHOOLS		
North End	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wallace	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
West Side	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
	ELEMENTARY SCHOOLS		
Bucks Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Bunker Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Carrington	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Chase	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Cross, Wendell	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Driggs	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Duggan	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Generali	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Gilmartin	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Hopeville	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
International	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Kingsbury	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Maloney	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Reed	8:35 AM – 2:50 pm	8:35 am – 12:00 pm	10:35 AM – 2:50 pm
Regan	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Rotella	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Sprague	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Tinker	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Walsh	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Washington	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Wilson	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
	PROGRAMS		
Academic Academy (at Wallace)	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Bucks Hill Pre-K	9:00 am – 3:21 pm	9:00 am – 10:30 am	12:51 pm - 3:21 pm
AM Session	9:00 am – 11:30 am	9:00 am – 10:30 am	No AM Classes
PM Session	12:51 pm – 3:21 pm	No PM Classes	12:51 pm – 3:21 pm
Enlightenment	7:20 am – 1:00 pm	7:20 am – 11:00 am	9:20 am – 1:00 pm
State Street	7:30 am – 1:35 pm	7:50 am – 11:30 am	9:30 am – 1:35 pm
	NON-PUBLIC AND PRIVATE SCHOOLS		
ACES at Chase	7:45 am – 2:50 pm	7:45 am – 12:50 pm	9:45 am – 2:50 pm
Alpha & Omega Academy	8:00 am – 3:00 pm Friday 8:00 am – 2:00 pm	Dismissal at 12:30 pm	10:00 am – 3:00 pm Friday 10:00 am – 2:00 pm
Catholic Academy of Waterbury	9:05 am – 3:40 pm	9:05 am – 12:30 pm	11:05 am – 3:40 pm
Brass City Charter	7:30 am – 3:45 pm	7:30 am – 12:30 pm	9:30 am – 3:45 pm
Children's Community	9:05 am – 3:20 pm	Dismissal at 12:30 am	11:05 am – 3:20 pm
Holy Cross High School	7:30 am – 1:45 pm	Dismissal at 10:30 am	9:30 am – 1:45 pm
Kaynor Technical	7:25 am – 2:20 pm	Dismissal at 11:00 am	9:25 am – 2:20 pm
Our Lady of Mount Carmel	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Yeshiva K'Tana/Hillside (Girls Elem)	9:00 am – 4:00 pm	Dismissal at 12:30 pm	11:00 am – 4:00 pm
Yeshiva K'Tana/S.Elm (Boys Elem)	8:15 am – 4:45 pm	Dismissal at 12:30 pm	10:15 am – 4:45 pm

Revised August 14, 2025

Holidays 2026

The following days are hereby designated as holidays for 2026:

New Year's Day	Thursday	January 1, 2026
Three King's Day	Tuesday	January 6, 2026
Martin Luther King, Jr. Day	Monday	January 19, 2026
President's Day	Monday	February 16, 2026
Lincoln's Birthday	Tuesday	February 17, 2026
Eid al-Fitr	Friday	March 20, 2026
Good Friday	Friday	April 3, 2026
Memorial Day	Monday	May 25, 2026
Juneteenth	Friday	June 19, 2026
Independence Day	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026
Columbus Day	Monday	October 12, 2026
Veterans' Day	Wednesday	November 11, 2026
Thanksgiving Day	Thursday	November 26, 2026
Christmas Day	Friday	December 25, 2026

ATTACHMENT 2 – SCHOOL LISTING

ELEMENTARY SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Brittany Dunn	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Clemente, Roberto, International	Ms. Diurca Tomasella	116 Beecher Avenue, 06705	203-741-8364
Cross, Wendell	Mrs. Donna Cullen	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Dr. Jennifer Rosser	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Ms. Kristen Gaudiosi	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Erika Lanza	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Julissa Crespo	2 Cypress Street, 06706	203-574-8173
Kingsbury	Ms. Hannah Sam	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Mrs. Diane Bakewell	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Erik Brown	33 Griggs Street, 06704	203-574-8180
Regan	Mrs. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Mrs. Robin Henry	380 Pierpont Road, 06705	203-574-8168
Sprague	Ms. Stephanie Carpentieri	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Mr. Ryan Sullivan	809 Highland Avenue, 06708	203-574-8186
Walsh	Dr. Maureen Wilson	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Mr. Michael Theriault	235 Birch Street, 06704	203-573-6660
MIDDLE SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsamo	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120
HIGH SCHOOLS			
School Name	**Principal**	**School Address**	**Phone Number**
Crosby	Mr. Michael Veronneau	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Dr. Maria Stasaitis	16 South Elm Street, 06706	203-573-6300
Waterbury Career Academy	Mr. Michael Harris	175 Birch Street, 06704	203-574-6000
Wilby	Mr. Kenny Pierresaint	568 Bucks Hill Road, 06704	203-574-8100
PROGRAMS			
School Name	**Principal**	**School Address**	**Phone Number**
Enlightenment	Ms. Lauren Miele	54 Griggs Street, 06704	203-574-8028
State Street	Mrs. Lisa Ariola- Simoes	30A Church Street, 06702	203-574-8050

NON-PUBLIC AND PAROCHIAL SCHOOL SITES

School Name	Principal	School Address	Phone Number *Will be provided to winning bidder
ACES @ Chase	Frank LaBanca	565 Chase Parkway, 06708	
ACES Wintergreen	Dr. Zakiyyah Baker	670 Wintergreen Avenue Hamden, 06514	
Alpha & Omega Christian Academy	Pastor Burke	50 Linden Street, 06702	
Brass City Charter	Barbara Ruggiero	289 Willow Street, 06710	
Catholic Academy	Christa Chowkowski	386 Robinwood Road, 06708	
Children's Community	Katherine Sniffin	23 John Street, 06708	
Holy Cross	Mike Pompei	587 Oronoke Road, 06708	
Kaynor Technical School	Dr. Kenneth Hilliard	43 Tomkins, Street, 06708	
Our Lady of Mount Carmel	Jack Tavares	645 Congress Avenue, 06708	
Southington Vo-Ag	Rich Aroian, Principal Kathleen Reynolds, Assistant Principal	720 Pleasant Street, Southington, 06489	
UCONN Waterbury	Fumiko Hoeft	99 East Main Street, 06702	
Yeshiva Gedolah	Rabbi Brecher	359 Cooke Street, 06710	
Yeshiva K'tana	Rabbi Karr	32 Hillside Avenue, 06710	

OUT-OF-DISTRICT PARTNER SITES

School District	Superintendent	District Address	District Phone #
Naugatuck Public Schools	Melissa Cooney, Int Superintendent	497 Rubber Avenue, Naugatuck 06770	
Plymouth/Terryville Public Schools	Brian Falcone, Superintendent	27 North Harwinton Avenue, Terryville 06786	
Region 15 Public Schools	Joshua Smith, Superintendent	1212 Whittemore Road, Middlebury 06762	
Thomaston Public Schools	Francine Coss, Superintendent	185 Branch Road, Thomaston 06787	
Wolcott Public Schools	Shawn Simpson, Superintendent Joseph Norcross, Asst Super	1488 Woodtick Road, Wolcott 06716	

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

JRD

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Contract for Special Ed Student Transportation Services
(Service or Commodity Covered by Contract)

July 1, 2021 to June 30, 2026
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

JCP

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

Puchase order 237501 for special needs transportation 2025-2026 school year

(Service or Commodity Covered by Purchase Order)

July 2025

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

JRO

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure
(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

Connecticut

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: All-Star Transportation LLC
146 Huntingdon Avenue
Waterbury, CT 06708

Print Name and Title of Authorized Representative: John R. Dufour, President

Signature of Authorized Representative:

Date: 1-26-2026

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: 040-58-3374

County of New Haven

John R. Dufour, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** President of All-Star Transportation LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

x The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

___ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 John R. Dufour	President	All-Star Transportation LLC		11/10/1959
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 John R. Dufour	President	All-Star Transportation LLC		11/10/1959
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

JAD

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

JAD

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Conn

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Leslie Sheldon
Witness

John R. Dufour
Name of Corporate Signatory

146 Huntingdon Avenue, Waterbury 06708
Address of Business

Affix
Corporate
Seal

By: John R. Dufour
Name of Authorized Corporate Officer

Its: President
Title

JRD

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)

) SS

County of New Haven)

John R. Dudur being duly sworn,

deposes and says that he/she is President of All-Star Transportation and LLC that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 22 ND day of JANUARY 2026.

Judith ONeil
(Notary Public)

My Commission Expires: APRIL 30, 2028

Judith ONeil
Notary Public, State of Connecticut
My Commission Expires April 30, 2028

Attachment B Documents

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE and NON-COLLUSION STATEMENT

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)

_____

_____

Phone: _____
Email: _____
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL #8627 BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
STUDENT BUS TRANSPORTATION SERVICES
FOR SPECIAL EDUCATION PROGRAM
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$40,000,000 each Occurrence** **$40,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:
~~The City Waterbury and its Board of Education is listed as an Additional~~ Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

Client#: 1862985 STUDETRA2

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Oanh Nuyen
USI Insurance Services LLC 1787 Sentry Pkwy W., Veva 16 Suite 300 Blue Bell, PA 19422	PHONE (A/C, No, Ext): 610-897-4419 FAX (A/C, No): E-MAIL ADDRESS: oanh.nuyen@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Insurance Company	32620
INSURER B : Lexington Insurance Company	19437
INSURER C : United Specialty Insurance Company	12537
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E : Gemini Insurance Company	10833
INSURER F : Vanliner Insurance Company	21172

INSURED
All-Star Transportation, LLC
146 Huntingdon Avenue
Waterbury, CT 06708

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	STA000000120	07/01/2025	07/01/2026	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	STA000000120	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
A	X ANY AUTO			STH000000120	07/01/2025	07/01/2026	BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY SCHEDULED AUTOS			STA000000220	07/01/2025	07/01/2026	BODILY INJURY (Per accident)	$
A	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			STX000000220	07/01/2025	07/01/2026	PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	STX000000120	07/01/2025	07/01/2026	EACH OCCURRENCE	$25,000,000
B	X EXCESS LIAB CLAIMS-MADE			029316406	07/01/2025	07/01/2026	AGGREGATE	$25,000,000
C	DED RETENTION $			BTM2533134	07/01/2025	07/01/2026		$See Remarks
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	SWC034149723	07/01/2025	07/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

** Excess Liability Information **

B 029316406 Eff Date: 07/01/2025 Exp Date: 07/01/2026
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Waterbury
Waterbury Board of Education
Attn: Jeff Hunter
236 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OZNEL

DESCRIPTIONS (Continued from Page 1)

Excess Liability Each Occ Limit: $2,500,000 p/o $5,000,000 in excess of $5,000,000

C BTM2533134 Eff Date: 07/01/2025 Exp Date: 07/01/2026
Excess Liability Each Occ Limit: $2,500,000 p/o $5,000,000 in excess of $5,000,000

D XEUG7154140A007 Eff Date: 07/01/2025 Exp Date: 07/01/2026
Excess Liability Each Occ Limit: $10,000,000 in excess of $10,000,000

E GVE100272405 Effective Date: 07/01/2025 Exp Date: 07/01/2026
Excess Liability Each Occ Limit: $5,000,000 in excess of $20,000,000

** Auto Liability Information **

A STH000000120 Eff Date: 07/01/2025 Exp Date: 07/01/2026 (New Jersey Only)
Combined Single Limit: 5,000,000
APD Limit; $5,000,000; Deductible $250,000 Comp/Coll

A STA000000220 Eff Date: 07/01/2025 Exp Date: 07/01/2026 (New Hampshire Only)
Combined Single Limit: 100,000
A STX000000220 Eff Date: 07/01/2025 Exp Date: 07/01/2026
Limit: $4,900,000 in excess of $100,000

The City of Waterbury and the Waterbury Board of Education are included as additional insured on a primary & non-contributory basis as required by written contract or agreement under General and Auto Liability.
Waiver of subrogation applies in favor of additional insured as required by contract or agreement.
Umbrella Liability is follow form.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
All-Star Transportation, LLC
146 Huntington Avenue
Waterbury, CT 06708

SURETY:
(Name, legal status and principal place of business)
Endurance Assurance Corporation
12890 Lebanon Road
Mt. Juliet, TN 37122

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Waterbury, Department of Education
235 Grand Street, Room 103
Waterbury, CT 06702

BOND AMOUNT: Ten Percent of Amount Bid (10%)

PROJECT:
(Name, location or address, and Project number, if any)
RFP #8627 - The City of Waterbury Department of Education - Student Bus Transportation Services For Special Education Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of January, 2026

(Witness)	All- Star Transportation LLC *(Principal)* *(Seal)*
	(Title)
(Witness) Jose Guallpa, Witness as to Surety	Endurance Assurance Corporation *(Surety)* *(Seal)*
	(Title) Sandra A. Pace, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

ENDURANCE ASSURANCE CORPORATION

Incorporated, organized and existing under the laws of the State of DELAWARE

and licensed to do business in the State of CONNECTICUT certifies and agrees, that if contract for RFP #8627 – THE CITY OF WATERBURY DEPARTMENT OF EDUCATION – STUDENT BUS TRANSPORTATION SERVICES FOR SPECIAL EDUCATION PROGRAM

for: CITY OF WATERBURY, DEPARTMENT OF EDUCATION

is awarded to ALL-STAR TRANSPORTATION LLC

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor, provided however, that this commitment shall expire ninety (90) days from the bid opening.

It is a condition of this consent of surety ANNUAL performance bonds will be issued in the full amount set forth in the contract documents. Furthermore, if a contract is entered, no claims can be made on this bond due to non-performance which is a result of the COVID-19 crisis. Additionally, not limited to any liability arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of biological agents. This all encompasses events under the force majeure clause.

Signed, Sealed and Dated: JANUARY 26, 2026

ALL-STAR TRANSPORTATION LLC

BY: _____ ATTEST: _____

ENDURANCE ASSURANCE CORPORATION

BY: _____ WITNESS: _____

SANDRA A. PACE Attorney-in-Fact JOSE GUALPA

(To be accompanied by the usual proof of Authority of officers of the Surety Company to execute same.)

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Morris**

On this **26th** day of **January**, **2026**

Before me personally came **Sandra A. Pace** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of **Endurance Assurance Corporation** the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____

GIUSEPPINA WATKINS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 28, 2029
COMMISSION: #50222354

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

14997

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Cheryl R. Coleman, Dana Montagna, Kipp Case, Michael Sinzer, Sandra A. Pace**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1990 THE STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

AMY TAYLOR SEAL OF TEXAS NOTARY PUBLIC

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 26th day of January, 20 26

By: Daniel S. Long, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
Balance Sheet - Statutory - Basis
December 31, 2024

Assets:		
Bonds	$	9,575,738,600
Preferred stocks		15,965,244
Common stocks		2,974,058,744
Cash, cash equivalents, and short-term investments		380,926,489
Other invested assets		382,161,094
Receivables for securities		7,743,789
Total cash and invested assets		13,336,593,960
Agents' balances or uncollected premiums		3,751,103,321
Reinsurance recoverable on loss and loss adjustment expense payments		1,079,426,776
Funds held by or deposited with reinsured companies		146,694,256
Investment income due and accrued		75,551,122
Current federal and foreign income tax recoverable and interest thereon		9,551,514
Net deferred tax asset		201,158,214
Receivables from parent, subsidiaries and affiliates		38,811,391
Other assets		396,387,073
Total admitted assets	$	19,035,277,627
Liabilities:		
Loss and loss adjustment expenses	$	7,434,113,469
Reinsurance payable on paid loss and loss adjustment expenses		797,536,780
Commissions payable, contingent commissions and other similar charges		7,067,852
Other expenses		26,564,195
Taxes, licenses and fees (excluding federal and foreign income taxes)		18,927,896
Unearned premiums		2,959,915,954
Advanced premium		9,091,368
Dividends declared and unpaid (stockholders)		430,000,000
Ceded reinsurance premiums payable		1,659,311,317
Funds held by company under reinsurance treaties		155,788,157
Amounts withheld or retained by company for account of others		702,732,322
Remittances and items not allocated		186,045,368
Provision for reinsurance		26,000,766
Payable to parent, subsidiaries and affiliates		234,928,735
Payable for securities		48,893,701
Other liabilities		57,059,433
Total liabilities		14,753,977,313
Capital and surplus:		
Common capital stock		5,000,000
Gross paid in and contributed surplus		3,480,137,280
Unassigned funds (surplus)		794,870,512
Aggregate write-ins for special surplus funds		1,292,522
Total capital and surplus		4,281,300,314
Total liabilities and capital and surplus	$	19,035,277,627

I, Hana Entela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2024 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Entela

Subscribed and sworn to before me this 25th day of March, 2025
State of New York, County of Westchester

Fiona McNamara

Fiona McNamara
NOTARY PUBLIC
STATE OF NEW YORK
MY COMMISSION EXPIRES 6/16/2025

ALL-STAR TRANSPORTATION

COMPANY REFERENCES



"The **NEW** Leader of School Bus Transportation"

Customer References 2026

Torrington Board of Education
50 Major Bess Drive
Torrington, CT 06790
860-489-2327

Mr. Michael Wilson
Superintendent of Schools
Ms. Donna Labbe
Business Manager

Regional School District #12
11A School Street
Washington Depot, CT 06794
860-868-6100

Dr. Donald Schels
Superintendent of Schools
Ms. Nicole Grant
Director of Finance & Operations

Salisbury Board of Education
45 Lincoln City Road
Lakeville, CT 06039
860-824-0855

Ms. Melony Brady-Shanley
Superintendent of Schools
Mr. Sam Herrick
Business Manager

New Milford Public Schools
50 East Street
New Milford, CT 06776
860-354-8726

Dr Janet Parlatto
Superintendent of Schools
Mr. Anthony Giavannone
Director of Fiscal Services

Regional School District #10
24 Lyon Road
Burlington, CT 06013
860-673-2538

Dr. Fran Thompson
Superintendent of Schools
Mrs. Susan Laone
Business Manager

Regional School District #16
207 New Haven Road
Prospect, CT 06712
203-758-6671

Mr. Michael Yaemin
Superintendent of Schools
Mr. Anthony DiLeone
Director of Business

Sherman Public School
2 Route 37 East
Sherman, CT 06784
860-355-3793

Dr. Patricia Cosentino
Superintendent of Schools

Ansonia Public Schools
42 Grove Street
Ansonia, CT 06401
203-736-5095

Mr. Joe DiBacco
Superintendent of Schools
Ms. Joesphine Cegan
Interim School Business Administrator

Cornwall Board of Education
5 Cream Hill Road
West Cornwall, CT 06796

Ms Melony Brady-Shanley
Superintendent of Schools
Mr. Sam Herrick

860-672-6617	Business Manager
Derby Public Schools 35 Fifth Street Derby, CT 06418 203-736-5027	***Dr. Matthew Conway*** Superintendent of Schools ***Mr. Robert Trainor*** Business Manager
Seymour Public Schools 98 Bank Street Seymour, CT 06483 203-888-4564	***Dr. Susan Compton*** Superintendent of Schools ***Mr. Sal Bucci*** Business Manager
Regional School District #20 98 Wamogo Road Litchfield, CT 06759 860-567-4700	***Dr. Jeffrey Villar*** Interim Superintendent of Schools ***Ms Julia Cardillo*** Business Manager
North Canaan School 90 Pease Street North Canaan, CT 06018 860-824-5149	***Ms Melony Brady-Shanley*** Superintendent of Schools ***Mr. Sam Herrick*** Business Manager
Lee H Kellogg School 47 Main Street Canaan, CT 06031 860-824-7791	***Ms Melony Brady-Shanley*** Superintendent of Schools ***Mr. Sam Herrick*** Business Manager
Sharon Center School 80 Hilltop Road Sharon, CT 06069 860-364-5153	***Ms Melony Brady-Shanley*** Superintendent of Schools ***Mr. Sam Herrick*** Business Manager
Kent Center School 9 Judd Lane Kent, CT 06757 860-364-5154	***Ms Melony Brady-Shanley*** Superintendent of Schools ***Mr. Sam Herrick*** Business Manager
Oxford Public Schools 1 Great Hill Road Oxford, CT 06478 203-888-7754	***Mr. Ralph Marino Jr.*** Superintendent of Schools ***Mr. Noah Langer*** Director of Business Operations
City of Waterbury 203 Grand Street Waterbury, CT 06702 203-574-8037	***Mr. Darren Schwartz*** Superintendent of Schools ***Mr. Jeffery Hunter*** Transportation Director

Monroe Public Schools
375 Monroe Turnpike
Monroe, CT 06468
203-452-2860

Mr. Joe Kobza
Superintendent of Schools
Mr. Ron Bunovsky
Director of Finance

Newtown Public Schools
3 Primrose Street
Newtown, CT 06470
203-426-7620

Ms. Anne Uberti
Superintendent of Schools
Ms. Tanja Gouveia
Business Manager

Regional School District #7
100 Battistoni Drive
Winsted, CT 06098
860-379-8525

Mr. Steven LePage
Superintendent of Schools
Mr. James Gaskins
Business Manager

Colebrook Consolidated School
452 Smith Hill Rd
Colebrook, CT 06021
860-379-2179

Mr. Bob Gilbert
Superintendent of Schools

Botelle Elementary School
128 Greenwoods Road East
Norfolk, CT 06058
860-542-5286

Ms. Mary Beth Iacobelli
Superintendent of Schools

Thomaston Public Schools
158 Main St Level 6
Thomaston, CT 06787
860-283-4796

Ms. Francine Coss
Superintendent of Schools
Ms. Tracy Decker
Business Manager

Plymouth Public Schools
77 Main St.
Terryville, CT 06786
860-480-2912

Mr. Brian Falcone
Superintendent of Schools
Mr. Matthew Tencza
Business Manager

Wolcott Public Schools
154 Center St.
Wolcott, CT 06716
203-879-8183

Mr. Shawn Simpson
Superintendent of Schools
Mr. Todd Bendtsen
Business Manager

Winchester Public Schools
201 Pratt St.
Winsted, CT 06098
860-379-0706

Ms Julie Lubey
Superintendent
Ms. Nancy O'Dea-Wyrick
Director of Business & Finance

Regional School District #14
5 Minortown Rd.
Woodbury, CT 06798
203-263-4339

Mr. Brian Murphy
Superintendent of Schools
Ms. Tina Tanguay
Director of Finance & Operations

ALL-STAR TRANSPORTATION

COMPANY OVERVIEW



"The **NEW** Leader of School Bus Transportation"

All-Star Transportation, LLC

STATEMENT

All-Star Transportation LLC is an equal opportunity employer. We at All-Star Transportation LLC will strive to service our customer and employees with safety, reliability and professionalism. The constant commitment by its employees to be the best will ensure a positive working relationship with fellow employees, management, school administrators, parents and the students we serve. We shall never lose sight of the customer that we serve and never forget that we value their business.

To the employees, All-Star Transportation LLC is dedicated to offering the best in training, equipment and protection against hazards in the workplace including maintaining a drug free environment. At All-Star Transportation LLC we realize that most working opportunities do not require 40 hours of work per week. We will attempt conscientiously to be fair by offering the opportunity for those who wish, additional working opportunities once they arise. That we all work as a team realizing that no one person can do the job by themselves and that we are able to rely on each other to accomplish what needs to be done. We will all strive to be better together.

EMPLOYEE CODE OF CONDUCT

Employees of ALL-STAR TRANSPORATION, LLC are to conduct themselves in a responsible, professional and ethical manner. As an employee you represent the Company to the public. Set an example of dignified personal behavior at all times.

As a driver or monitor, your job will involve pupil management fifty percent of the time. Never forget that you are dealing with children, young adults, handicapped or learning impaired individuals. Your passengers expect responsible attitudes along with a degree of authority. Your relationship with them is an important one that should never be compromised with submission to irresponsible conduct. Immoral, unethical, sexual abuse or indecent conduct with other employees or passengers is cause for immediate discharge.

Please report unethical or dishonest behavior, sexual harassment or abuse and misconduct to your immediate supervisor. Reported activities will be investigated by appropriate ALL-STAR TRANSPORTATION, LLC management team members. The management team will determine appropriate means for proper resolution. All-Star Transportation LLC will not tolerate any behavior by any employee found to be conducting themselves in an unethical or inappropriate manner, whether it is on All-Star Transportation's property or in the community. The employee will be subject to appropriate disciplinary action, up to and including termination.

Company Overview

All-Star Transportation, LLC is a member of the Student Transportation of America's family. It is locally operated on a daily basis.

STATEMENT

At All-Star Transportation LLC we understand that our ability to deliver safe, on-time, dependable transportation service is contingent upon careful employee selection, excellent employee training and development a low level of employee turnover. The key to maintaining a stable workforce is dependent upon our ability to communicate effectively with our employees, providing a workplace environment which encourages participation and recognizes individual achievement and accomplishment.

STAFFING

Corporate Office

This office houses the upper management of the company as well as a full-time bookkeeper. Billing, payroll and all functions of the company are overseen here.

Terminals

Manager

Each All-Star Transportation terminal is staffed with a manager. The manager oversees all of the daily operations needed to provide on time safe student transportation to our customers. The Manager's major functions include planning, directing and supervising the employees within our facility and ensuring that our customer is provided with the highest level of service possible. The Manager is responsible for selecting and hiring individuals for positions within the facility. The Manager is also responsible for administration of payroll and compliance with all company policies and procedures. The Manager will be responsible for ensuring that all service performance standards as established by the customers are being met or are being exceeded.

Terminals with route vehicles in excess of thirty five (35) vehicles are also staffed with a full time dispatcher. Dispatchers are assigned to smaller terminals when contracted by the customer to do so or the workload warrants a second operation's individual.

Dispatcher

The Dispatcher is responsible for routing, reporting, record keeping, and driver and vehicle assignments. The Dispatcher is responsible for conducting two-way radio communications with drivers and monitoring the location of vehicles. The

Dispatcher will also be responsible for telephone answering and field trip reservations at certain times of the day.

Each terminal has a crew to start vehicles daily as well as a yard person that checks fluids, performs maintenance of minor defects and fuels vehicles.

Maintenance Facilities

All-Star Transportation has three (3) large maintenance facilities. These facilities have in ground and above ground hydraulic lifts to allow every aspect of each vehicle to be properly maintained and checked. Each facility has laptop computers that communicates with vehicles to assist with maintenance as well as instant updates on vehicle recalls. Each shop has a parts room with an average of $70,000 of inventory stocked on the shelves. Each facility has two (2) full-service trucks to assist with on road breakdowns as well as maintenance required at the terminals. These trucks are ready to go 24/7.

Torrington Maintenance Facility

The Torrington facility which is eight thousand (8000) square feet maintains over two hundred and forty-three (243) vehicles. It is staffed with a shop manager and seven (7) full time maintenance technicians.

New Milford Maintenance Facility

The New Milford facility is a twin building to the Torrington facility. It maintains a fleet of two hundred two (202) vehicles. It is staffed with a shop manager and three (3) full time maintenance technicians.

Seymour Maintenance Facility

This is our largest facility with over twelve thousand (12,000) square feet of space. This facility maintains a fleet of three hundred fifty-two (352) vehicles. It is staffed with a shop manager, a parts manager and nine (9) full time maintenance technicians.

Safety

Safety Supervisors

All-Star Transportation divides its current geographic area into four (4) areas. Each area has a full time Safety Supervisor assigned to it. Each Safety Supervisor is State of Connecticut DMV certified to train drivers. These professionals are responsible for on road and on-board observations of all drivers. They conduct the monthly safety meetings and assist with the new driver training. They coordinate behind the wheel training with driver trainers. They oversee the driver trainers that are assigned to each location. They coordinate DMV testing of new employees as well as proficiency testing for veteran drivers. They are responsible for every aspect of safety at each terminal whether it be

passenger, employee or vehicle safety. Safety Supervisors respond to most accidents involving an All-Star Transportation vehicle. If they are not available, the Terminal Manager responds.

Driver Trainers

Currently there are thirty five (35) driver trainers and half are also state certified. Driver trainers are school bus drivers that have a passion for safety and promote it to their peers. They instruct new applicants with behind the wheel training which ranges from driving on the road, on/off loading, railroad crossings, emergency procedures, student management and every aspect of driving that a driver faces daily while behind the wheel of a school bus.

School Bus Drivers and Monitors

It is the intention of All-Star Transportation to hire any current employees that service the transportation needs of the school district as long as each employee meets the current hiring standards and conditions that are in place with our Company. Recruiting efforts will start immediately upon being successful bidder and will aim to employee prospective candidates from the local community. Advertising will be done locally. Training classes will start immediately. Our drivers and monitors are paid marketplace wages.

Description of Administrative Programs at each Terminal

Daily office logs, dispatcher records, complaint records, scheduling, pick up and drop off information will be maintained in the Terminal Office. Fuel records will also be maintained in the Terminal Office. Employee personnel files, driver qualification files, and training records will be maintained at each terminal.

Monthly invoices for service will be prepared at our corporate office in Waterbury, CT. Accident and insurance reports will be maintained by the Director of Safety.

School Bus Driver Qualifications

All-Star Transportation prides itself in never cutting corners and going the extra mile to get the job done correctly. We staff our vehicles with employees that are required to demonstrate the utmost standards of professionalism at all times.

Qualifications for Driving

Drivers employed by All-Star Transportation LLC must meet the following qualifications:

Initial Screening Requirements

1. Application for employment
2. Personal interview
3. Medical examination
4. Reference check-previous employers
5. F.B.I. criminal background check
6. Connecticut State Police background check

7. Local police background check
8. Pre-employment drug and alcohol screening test
9. Department of Motor Vehicle history record check
10. Previous employer-Controlled substance testing history
11. D.C.F. check

Initial Training Requirements

1. Candidates must successfully complete the company's driving training program which consists of a minimum of thirty-five (35) hours of classroom and on the road instruction.
2. Candidates must pass a written examination administered by the Department of Motor Vehicles, including the passenger endorsement examination.
3. Candidates must pass a road course examination administered by the Department of Motor Vehicles.

Continuing Employment Requirements

1. Drivers receive ongoing monthly safety instruction
2. Drivers are subject to two (2) road evaluations annually
3. Drivers are subject to random drug and alcohol testing throughout the course of their employment
4. Drives must undergo periodic medical examinations and must maintain medical qualifications as established by the Department of Motor Vehicles and Connecticut regulations.
5. Drivers are subject to annual reviews of driving history records.
6. Drivers are subject to periodic road tests by the Department of Motor Vehicles.
7. Periodic criminal history checks

School Bus Driver Training

All-Star Transportation LLC has developed a highly effective safety program which is practiced at every level of our organization by every employee. Providing our employees with proper training and maintaining a high standard of performance is our priority. A continuous focus on "making things safer and better" is the forefront of our safety campaign.

When a candidate has met the initial screening requirements, they are enrolled in the All-Star Transportation LLC new driver training course. The training course averages forty-five (45) hours per applicant.

All applicants must complete the classroom segment of training for Commercial Driver's Licensing and All-Star Transportation LLC Company Policies and Procedures. The topics below are covered in the classroom segment of training that consists of five (5) four (4) hour day sessions:

1. Introduction
2. Drug and alcohol policy and testing procedure
3. Bloodborn and first aid with a demonstration

4. Paperwork required by Department of Motor Vehicles and All-Star Transportation LLC
5. Company policies and procedure
6. CDL training video
7. Wheelchair Securement and evacuations
8. Emergency evacuations for school transportation vehicles
9. CDL practice test
10. Winter driving
11. Railroad crossings
12. Laws and regulations
13. Assertive discipline program for student management

Once the applicant completes the classroom segment, passes written Motor Vehicle CDL exam and receives his/her training permit, the on the road training process begins. It is broken into segments of pre-trip daily inspection, on/off loading, railroad crossing procedure, emergency situations that could occur on the bus and static course training. This training covers an average of twenty (20) hours per applicant. Each applicant has to meet the All-Star Transportation LLC training supervisor's standards for completion of Motor Vehicle Licensing.

After completion of licensing, each new employee will receive location training on policies and procedures, i.e., fueling of vehicles, parking areas, student discipline procedure, weekly times records, etc. A company handbook is issued to each employee.

Employee Policies and Procedures

Accident Policy

A preventable accident is one in which our driver failed to do everything reasonable to prevent the accident from happening. Preventability does not relate to fault. A non-preventable accident is one in which our driver did everything he/she could have to prevent the accident. All accidents must be reported from the scene to the dispatch office immediately regardless of the extent of damage.

The following policy pertaining to preventable accidents will serve as the basis for disciplinary action regarding accidents in a 24-month employment period.

FIRST PREVENTABLE

- ★ Written warning, safety manager will evaluate driver and issue retraining; or
- ★ Suspension 1-5 days (optional) and retraining; or
- ★ Termination (optional)

SECOND PREVENTABLE

- ★ Written reprimand safety manager will evaluate driver and issue retraining; or

- ★ Suspension 2-15 days and retraining; or
- ★ Termination (optional)

THIRD PREVENTABLE

- ★ Termination

Accident Retraining

The employee will receive a written notice of the necessity for attending retraining sessions, of which a copy will be placed in his/her employee file. Employees who are suspended must complete their retraining before returning to work. Employees will be compensated for time spent in retraining sessions. Failure to attend retraining sessions as directed will result in termination.

Cellular Phones

No employee who is operating a company vehicle in service is to use a cellular phone while the vehicles are in motion or in transit. Personal and company issued cellular phones are to be turned off any time the vehicle is in operation, including stops, lights, etc. In the event that a driver must make a cellular call, due to an emergency, the vehicle is to be safely pulled over to the side of the road in a secure location and away from traffic flow before the driver activates the cellular phone. Cellular phones may be activated during none driving lay-over times when on field or athletic trips, as long as it does not interfere with the safety of passengers, and as long as the bus is parked and secured. Violators of this policy will be subject to corrective counseling, and disciplinary action as necessary.

Complaints

Complaints of all nature will be handled in a discreet manner in order to verify their validity. To substantiate a complaint an investigation is conducted by management. If the complaint is substantiated corrective action will be taken up to and including termination. Complete documentation of the incident will be recorded and the confidentially of the party making the complaint will be protected if requested or recommended. Sexual and other unlawful harassment complaints will be handled by the Operations Manager who is trained to investigate and discipline such complaints and conduct. School Districts will be notified immediately with any complaint or suggestion of abuse from passengers while being transported by All-Star Transportation employee. The school district, any necessary legal enforcement agency and All-Star Transportation will work together to investigate any and all allegations.

Continuous School Bus Driver Training

Every location terminal supplies additional monthly safety training to its employees. A formal meeting is held bi-monthly. It is mandatory that employees attend a minimum of six (6) meetings annually. Subjects that are covered include but are not limited to the following: seasonal safety, student management, emergency procedures, substance use/abuse, communication skills, activity trip procedures, characteristics of students with disabilities, and updates of laws, regulations and policies.

New and unique programs relating to mirror training and reference point training have been implemented and are in place. The program has significantly reduced the number of sideswipe accidents. Mirror certification occurs every year. When a driver uses a vehicle different from the type previously used a new certification is required. After exposure to our system, other agencies have implemented similar programs within their own organization.

It is stated in the All-Star Transportation LLC handbook that all drivers are required to be proficient in the operation of any vehicle used for passenger transportation. Therefore, all drivers are "cross trained" on vehicles that they would not normally operate. Experience has determined that many accidents occur when drivers operate unfamiliar or 'spare' equipment.

Driver Evaluations

Company policy requires an on-board evaluation to be performed by trained safety personnel on all new employees thirty (30) days after licensing. On board or on road evaluations are also required by company policy on every All-Star Transportation LLC employee annually by safety personnel. Any irregularities of safety standards found during observations will require immediate mandatory re-training in the area observed by trained safety personnel.

All training is monitored by the Safety Supervisor. Reports of training progress, driver evaluation reports, and retraining reports are on file at the Terminal. Reports are monitored to determine trends which indicate the need for improvements to our training program.

DRUG POLICY

All-Star Transportation has an obligation to our employees, our passengers and our customers to provide a safe and healthy workplace to operate the safest possible transportation system. With these goals in mind All-Star Transportation has established a zero-tolerance policy on controlled substance and alcohol use for all employees. Possession of alcohol, illegal drugs, other illegal substances or prescription drugs that will impair the employee are not permitted on company property, or while on duty in the employment of All-Star Transportation. Furthermore, employees are not permitted to report for duty while under the influence of alcohol, illegal drugs or other illegal substances. Employees failing to adhere strictly to this policy will be subject to disciplinary action, up to and including termination. Report any suspicious activity to any Supervisor. To avoid a drug/alcohol problem we will always maintain a list of agencies and/or individuals that are available to assist an employee and/or his or her family for their specific needs.

Pre-employment

Any person hired by the Company will be required to submit to a pre-employment drug screening before they are physically on the job.

Random

Random drug and alcohol screening will be monitored and performed by an outside firm that meets the Federal and State Department of Transportation requirements. Random screening will be performed on a quarterly basis.

Accident

Drug/alcohol screening will be administered to employees involved in an accident that:

- ★ Property damage is deemed extensive by management
- ★ Serious injury and transportation is required to an emergency center, clinic or doctor
- ★ Receives a citation for a moving violation
- ★ Fatal injury is received

Probable Cause

A manager in conjunction with the Safety Department will make a decision as to whether a person should submit to this test. There must be a preponderance of evidence to suspect that an employee may be under the influence of alcohol and/or drugs.

Monitor Training of Student Management for Special Needs Students

Every Monitor that is employed by All-Star Transportation LLC to assist with the service of transportation of special needs students is required by company policy to receive training prior to employment. A video on Special Needs Pupil Transportation detailing loading and unloading procedures for special needs is viewed and discussed in detail. The monitors are also required by company policy to have an additional two (2) hours annually of wheelchair securement procedures. An additional video on special needs evacuations is covered.

All monitors that are employed by All-Star Transportation LLC are required to complete a drug and alcohol pre-employment screening. A pre-employment criminal history check is also required.

Safety Personnel

Upon request, All-Star Transportation LLC safety personnel are available to school districts for safety programs for their students. The Connecticut School Bus Safety Program supplied by the State of Connecticut has many topics on school bus safety that are usually covered. Different segments are used depending on the age group that the program is designed for. Programs will be designed around the requests of school district personnel. Safety personnel are also available to Parent Teacher Organizations upon request.

School Bus Driver Training of Student Management

The relationship between the driver and the passengers is an important component for safety. Courtesy and the willingness to assist is evaluated through supervisory observation. Drivers and staff receive training and coaching in proper interaction with passengers. Drivers are instructed to refer problems to their supervisor. At no time is a driver to be confrontational with passengers.

All-Star Transportation LLC safety personnel currently uses the Lee Canter assertive discipline program to assist drivers with student management. It is a stop by step approach for managing student behavior on school vehicles. A video is shown and discussed in detail with new drivers. These steps and procedures are continually reinforced with drivers at the regularly scheduled monthly safety meetings. Individual drivers with student discipline problems are dealt with by safety and management personnel on a one on one basis.

School Bus Driver Training of Student Management for Special Needs Students

Every driver that is employed by All-Star Transportation LLC to service the transportation of special needs students is given additional training about the standard company requirements. A video on Special Needs Pupil Transportation detailing loading and unloading procedures for special needs is viewed and discussed in detail. The special needs drivers are also required by company policy to have an additional two (2) hours annually of wheelchair securement procedures.

The training program for operation of wheelchair lift vehicles was authored by All-Star Transportation LLC and has been continually updated. The program as it exists is in agreement with principals of securement as recommended in a recent study performed by Washtenaw County, Michigan and the University of Michigan Transportation Institute. While the study refers to students, the application of the concepts is pertinent to passengers of all ages.

Ensuring that specialized equipment is in proper working order for boarding and discharging passengers is critical to daily operations. The All-Star Transportation LLC program is unique in requiring a specific pre-trip checklist of the vehicle wheelchair lift and passenger securement system. In addition, All-Star Transportation LLC has developed a step by step check off list of all required tasks in lift operation, passenger boarding wheelchair securement and passenger discharge which is used to evaluate individual driver performance.

School Bus Emergency Evacuation Practice Drills

All-Star Transportation LLC will conduct emergency evacuation practice drills two (2) times per year for each school district that we service. This is coordinated with local school personnel. The drivers are instructed on the proper procedure at monthly safety meetings. It is the individual drivers' responsibility to teach the procedure to the students prior to the drills. Safety personnel are also available to assist with the training.

Sexual and Other Unlawful Harassment

It is ALL-STAR TRANSPORATION, LLC's objective to provide a working environment free from discrimination and conduct commonly referred to as sexual harassment.

The E.E.O.C. (Equal Employment Opportunity Commission) has provided a broad definition of sexual harassment. It is general in nature and may not always be clear when evaluating everyday situations.

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

Sexual harassment refers to behavior inappropriate in the workplace because it is offensive, unwelcome behavior which would not occur but for the sex of the offended person. Both sexual harassment, and accusations of sexual harassment, are disrupting to the work environment.

If you or a co-worker experiences what you believe to be sexual harassment or accusations of sexual harassment, report it promptly to your immediate supervisor or the Human Recourses department. ALL-STAR TRANSPORATION, LLC will investigate any employee, regardless of job position when such allegations are made. Based on available information, ALL-STAR TRANSPORATION, LLC will take appropriate action and communicate on a need-to-know basis.

Appropriate disciplinary action, up to and including termination will be taken against any individual for sexual harassment charges determined to be valid.

MAINTENANCE

MAINTENANCE & ENVIRONMENTAL POLICY

All-Star Transportation LLC is committed to maintaining its vehicles with the highest degree of care. It is the policy of the company to ensure that the vehicle manufacturers' recommended procedures and schedules are met. Component replacement parts shall be of the highest quality and will meet or exceed vehicle manufacturer's specifications.

Proper maintenance procedures and adherence to our company's policies and schedules will result in a minimum occurrence of vehicle defects and failures and will ensure that all vehicles will be operated with the highest level of fuel economy as well as the highest degree of safety. The operating condition of each vehicle is subject to governmental regulations and compliance. Vehicle maintenance record keeping is subject to the same level of regulatory scrutiny by both Federal and State officials.

All-Star Transportation LLC, its officers, managers and employees shall ensure that the company employs proper maintenance procedures to maintain strict compliance in regards to environmental procedures and regulations.

MAINTENANCE EXPERIENCE

All-Star Transportation LLC has great pride and confidence in our vehicle maintenance program and the employees who manage it. We operate within the State of Connecticut and pledge to provide safe transportation to our passengers every school day. Our vehicles will be inspected, as required, by the Department of Motor Vehicles in addition to our own rigorous internal inspection program. The operating condition of each vehicle is subject to governmental regulations and compliance. Vehicle maintenance record keeping is subject to the same level of regulatory scrutiny by both Federal and State officials.

Our maintenance staff will consist of individuals with extensive experience in vehicle maintenance for passenger service operations, an industry that is unique in many ways. All-Star Transportation promotes the nationally recognized Automotive Service Excellence (ASE) program for all maintenance personnel to participate in.

Our maintenance staff will receive ongoing training in various areas of vehicle maintenance procedures as necessitated by vehicle component changes, regulatory mandates, and new equipment purchases. Training sessions will be conducted in house and by outside specialists from vendor groups and other agencies. Video tape presentations followed up by hands-on training workshops will be utilized on a regular basis. Training sessions will also be conducted with out staff on related areas such as workplace safety, environmental procedures, and hazardous materials awareness and handling.

Our maintenance staff will consist of individuals with extensive experience in vehicle maintenance for passenger service operations, an industry that is unique in many ways. Minimum qualifications for maintenance personnel employed by All-Star Transportation LLC will require that an individual have at least one year of full time experience as a fleet mechanic.

Cleaners, fuelers and other maintenance support employees will also be trained in the areas of workplace safety, environmental procedures and hazardous materials handling. Fuelers will also receive extensive training in regard to the use of fuel clean up containment kits and the proper procedure for fuel spill prevention.

VEHICLE MAINTENANCE PROGRAM

All-Star Transportation LLC utilizes the computerized maintenance program Fleetsoft. This program is used by school bus and truck fleet owners nationwide. Fleetsoft allows an intensive tracking of every aspect of each vehicle's preventative maintenance, tracks parts, mileage and warranty. Every All-Star Transportation vehicle has a preventative maintenance schedule to perform maintenance at three thousand (3000) miles or ninety

(90) days, which ever comes first. This is tracked by vehicle mileage entered weekly into the maintenance program. Shop Managers and the Director of Maintenance receive weekly reports showing weekly vehicle maintenance needs which are scheduled accordingly. All-Star Transportation prides itself on never cutting corners and fulfilling the maintenance requirements of every vehicle. All-Star Transportation has achieved status with the IC Corporation and the BlueBird manufacturing companies to do it's own in house warranty on vehicles. To achieve this status these distributors ensured that All-Star Transportation meets all of the standards that they use to meet their own standards as major school transportation vehicles.

MAINTENANCE PROGRAM-CORRECTIVE
The preventative maintenance schedule set forth will meet or exceed all OEM requirements. This will contribute to a very low failure rate on the road. At the completion of every PM inspection all follow-up repairs will be completed. In addition any defects will be noted on a daily defect sheet and will be repaired on a daily basis. All minor and major repairs will be completed by our trained maintenance staff.

Pre-trip, DVIR'S, and Defects on Vehicles Procedures

Connecticut Motor Vehicle regulation (14-275-31) requires each operator of a school bus, Type II or STV to conduct a pre-trip inspection. Regulation (14-275c-41) requires a driver to prepare a DVIR and further requires the carrier (All-Star Management) to inspect and make the necessary repairs when needed.

PRE-TRIP INSPECTION - this process is a separate function from the DVIR. Pre-trips must be performed before the first run of the day and should be done by each subsequent driver for that bus during the day. Pre-trip consists of a complete walk around inspection of critical and non-critical components. The DVIR becomes the tool by which the driver records any defects found and notifies the carrier (All-Star Management) of the problem.

DVIR CERTIFICATION – Each report must be signed by the driver, "daily." Also, as a method of acknowledgement receipt, all reports, regardless of whether or not there are defects listed, must also be signed by the carrier (All-Star Management) or its designated representative on a daily basis.

NO DEFECTS DISCOVERED – If after the pre-trip inspection no defects are discovered, the driver may operate the vehicle for that day. The DVIR must clearly state NO DEFECTS. The driver should turn the report in at the end of the day. This will allow for any defects discovered during the day to be added to the report. DVIR's are to be placed in the basket in the office at the end of each day or when you are done with that vehicle for the day.

DEFECTS DISCOVERED - Any defects discovered during the pre-trip inspection or during operation must be listed on the DVIR. If a defect is discovered, it must be

immediately brought to the attention of the carrier (All-Star Management) before the vehicle is dispatched from the yard. All-Star Management shall make the determination if repairs are needed to be made prior to the vehicle being operated or if the vehicle may leave the yard. DVIR'S with defects are to be handed in to the dispatch office when discovered, not left in the vehicle until the end of the day. Serious defects need to be verbalized to the dispatch office also when handing in the DVIR. Mechanics will sign off on all DVIR's that they repair and inspect. It is the driver's responsibility to make sure the defect is repaired prior to operating the bus again or asks Management if the vehicle can be used. **DO NOT TAKE THE VEHICLE WITHOUT IT SIGNED OFF ON IN THE BOOK**.

RECORD RETENTION – A copy of the DVIR from the previous day of operation must be in the vehicle. When the last page is used in the book, the book should remain in the vehicle for one day and then the book should be discarded and taken out of the vehicle.

SERVICE OF VEHICLES – Employees must check in with the Dispatch Office to see what vehicle you will be assigned when your vehicle is held in for service.

DEFECT PROCEDURE - Drivers will turn defect slips in with no defects at the end of each day into a basket in the driver's area.

Drivers will turn defect slips in with defects to the dispatch office when they find them. The dispatch office will review the defect and immediately pull the key on any vehicle with a potentially unsafe defect that would hinder service. (i.e. SOS light out, brake concern, fluids leaking, etc)

ALL-STAR TRANSPORTATION

JOB DESCRIPTIONS



"The **NEW** Leader of School Bus Transportation"

All-Star Transportation

TERMINAL MANAGER JOB DESCRIPTION

Reports to: Operations Manager and Company Owners

Responsibilities: Under limited supervision, direct, supervise, plan and dispatch staff to ensure on-time performance of service.

- Oversee all of the day to day operations of the Terminal
- Interview and hire all personnel required for the successful operations to provide services required by the customer
- Direct liaison between the company and customers
- Investigate all scheduling and driver complaints resolving problems directly with customer
- Handle charter reservation and customer billing
- Maintain and submit employee payroll for weekly processing
- Assist with maintaining vehicles by working with shop manager and drivers with maintenance concerns
- Responsible for employee disciplinary issues and training qualifications
- Perform other tasks or projects as assigned

Qualifications:

- Excellent customer service and communication skills
- Basic knowledge of radio dispatch equipment
- Problem solving skill and ability
- Basic math important, computer skills required
- Good knowledge of geographical area very helpful

All-Star Transportation

DISPATCHER JOB DESCRIPTION

Reports to: Terminal Manager

Responsibilities: Under limited supervision, dispatch all buses to ensure on-time performance of service.

- Assist with overseeing all routing and scheduling of buses; provide timely information to drivers
- Take all scheduling and driver complaints, reporting to the Manager or resolving problems directly with customer
- May handle charter reservations, billing and/or driver payroll
- Assist in providing information during any and all emergency weather or vehicle breakdown situations
- May handle backup driver duties or perform miscellaneous clerical duties
- Perform routing and updating of route sheets as needed
- Perform other tasks or projects as assigned

Qualifications:

- Excellent customer service and communication skills
- Basic knowledge of radio dispatch equipment
- Problem solving skill and ability
- Basic math important, computer skills a plus
- Good knowledge of geographical area very helpful

All-Star Transportation

Safety Supervisor Job Description

Directly Reports to: Operations Manager and Supervisor

Objective: To oversee and improve all aspects of safety relating to assigned terminals as well as the overall company.

Goal: To ensure that all employees are instructed and counseled at all times to employ the safest standards and behaviors that follow Federal, State and Company laws and policies.

Responsibilities:

- ★ Develop polices to be reviewed by the owners to improve the quality of the safety program at All-Star Transportation.
- ★ Schedule, conduct and track attendance of monthly safety meetings. Develop new meetings to cover the mandated State and Company topics to improve driver education and participation.
- ★ Conduct all aspects of new driver training including but not limited to classroom training and behind the wheel training. Communicate effectively and ensure a positive relationship with the State DMV.
- ★ Efficiently oversee and schedule driver trainers, monitoring hours worked and skill qualities.
- ★ Respond, investigate, report and record all types of accidents. Work to reduce the number of accidents and their severity. Maintain accurate files and work to close cases promptly.
- ★ Be accessible for employees and customers via company issued cellular phone.
- ★ Complete special projects as assigned.
- ★ Company assigned vehicle is to be kept clean and presentable. Alcoholic beverages are not permitted in vehicle or consumed will operating vehicle. Personal use is limited to day to day activities and is not to be used for vacations, out of town trips, etc.

All-Star Transportation

Driver Trainer Job Description

Goals:
Driver Trainer's for All-Star Transportation will promote a positive image of a professional driver for new applicants as well as working with their peers at all times. As a Driver Trainer you will be required to assist new drivers with their skills and report concerns of unsafe driving behaviors to Supervisors to review. Driver Trainers must have proficient skills in communication and work well with others.

Responsibilities:

- Receive instructions from Safety Supervisors and/or Management on assignments.
- Retrain or evaluate assigned drivers.
- Work within training time frames designated by Supervisors.
- Communicate effectively with trainees or peer drivers.
- Work in vehicles, bus yards and/or training sites with trainees.
- Accurately and neatly fill out required training paperwork.
- Train and drive all types of vehicles.
- Assist trainees with Motor Vehicle testing.

Requirements:

- Must be available between morning and afternoon routes for training.
- Must be available for summer hours which could range from 3 to 8 hours per day.
- Must have a least one year safe school bus driving experience.
- Must have a good relationship with Supervisors and peers.
- Must have a good knowledge of Company policies and procedures.
- Must be willing to travel to any All-Star Transportation location to train or any testing site that we are required to test at.

All-Star Transportation

SHOP MANAGER JOB DESCRIPTION

Reports to: Director of Maintenance & Terminal Manager

Responsibilities: Supervise the established maintenance program of all vehicles assigned to a specific facility and ensure that repairs are made following proper procedures by all of the maintenance staff.

- Specialize in the tracking of assigned vehicles using the Company's computerized maintenance program for routine scheduled vehicle maintenance
- Comply with set maintenance schedules for all assigned vehicles and take vehicles out of compliance out of service until maintenance requirements are fulfilled
- Control and maintain parts inventory within Company guidelines
- Assist the State of Connecticut Department of Motor Vehicles with annual inspections and safety standards
- Hire, train and supervise maintenance staff
- Dispatch service vehicles to school transportation vehicles in distress
- Perform other tasks or projects as assigned

Qualifications:

- Excellent customer service and communication skills
- Excellent knowledge of school bus maintenance
- Problem solving skill and ability
- Basic math important, computer skills a plus
- Good knowledge of geographical area very helpful

All-Star Transportation

Fueler-Yard Attendant

Purpose: Under direct supervision of the Terminal Manager and Shop Manager, oversee and administer vehicle fueling, fluid checks, minor defect repairs, and other general maintenance functions.

Responsibilities:

1. Fuel vehicles on a daily basis. Maintain accurate fuel records as required by company policy. Monitor fuel inventory levels. Maintain an environmentally safe workplace.
2. Perform fluid level checks on all assigned vehicles according to schedule established by management. Maintain accurate records as required.
3. Repair minor defects reported by the drivers on driver vehicle inspection report (DVIR). Communicate with manager in regards to defects which require additional attention or repair. Indicate any potential vehicles being taken out of service promptly to Manager.
4. Repair seat and upholstery damage on vehicles to insure vehicle interiors remain in safe condition.
5. Prepare weekly mileage report for Shop Manager.
6. Drive school vehicle to accidents, breakdowns or other emergency situations when necessary. Operate vehicles for other purposes, such as shuttling for maintenance purposes.
7. Assist in the maintenance shop when requested and when time warrants as directed by Manager's.
8. Help to maintain a clean and safe work environment in the building as well as on the company grounds.

All-Star Transportation
Revised Pricing Page
2/18/26

ATTACHMENT 3 - PRICE PROPOSAL FORM A GASOLINE & DIESEL

Request for Proposal #8627 (with Seatbelts)

All other modifications/contract conditions included in RFP 1/27/26 remain the same

	SPECIAL TRANSPORTS, SPECIAL EDUCATION, IN & OUT OF TOWN, SAFE HOME, 504 & ECEP	BASIS FOR RATE	SCHOOL YEAR 2026-2027	SCHOOL YEAR 2027-2028	SCHOOL YEAR 2028-2029	SCHOOL YEAR 2029-2030	SCHOOL YEAR 2030-2031
A.	In town, daily round trip transportation, to and from school, includes summer programs. Approximately 60 busses.	Daily Charge per Bus	*$548.50	*$587.00	*$616.35	*$647.17	*$679.55
B.	Same as above, but only one way.	Daily Charge per Bus	$123.50	$133.50	$144.00	$155.50	$168.00
C.	Early dismissal as required (split dismissal).	Daily Charge per Bus	$123.50	$133.50	$144.00	$155.50	$168.00
D.	Additional services for extra runs, work study sites, field trips, after school programs, etc.	Hourly Rate per Bus	$123.50	$133.50	$144.00	$155.50	$168.00
E.	Daily round trip transportation of students participating in the Early Childhood Education Program (ECEP) from home to school and return to their home or a designated location, approximately 15 buses.	Daily Charge per Bus – Contractor Provides Fuel	*$548.50	*$587.00	*$616.35	*$647.17	*$679.55
F.	Daily transportation of students out-of-district to Waterbury, Waterbury to out-of-district, and Waterbury to Waterbury for locations shown in C2-20 and C2-21 in Scope of Services.	Daily Charge per Bus including Monitor Costs	*$382.00 Additional Monitor Cost $35.00/Hour	*$404.50 Additional Monitor Cost $37.00/Hour	*$429.00 Additional Monitor Cost $39.50/Hour	*$454.50 Additional Monitor Cost $42.00/Hour	*$482.00 Additional Monitor Cost $44.00/Hour
G.	For transportation from one town to another town, neither of which is Waterbury, and which is not otherwise covered elsewhere.	Daily Charge per Bus – Round Trip including Monitor Costs	*Per Job	*Per Job	*Per Job	*Per Job	*Per Job
H.	Cost to supply an EMT or RN during transportation.	Per Pupil, per Day, Round Trip	No Bid	No Bid	No Bid	No Bid	No Bid
I.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge per Bus	*$430.00	*$455.00	*$482.00	*$511.00	*$542.00

Specify engine size, HP/RPM: All-Star will Supply a fleet of gasoline and diesel-powered vehicles age 2021 or newer. Spare vehicles will be an average age of no older than 8 years per contract.

*See Modifications/Conditions to RFP # 8627 dated 1/27/26

JKD

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury k12 ct us

#3

EXECUTIVE SUMMARY

DATE: May 21, 2026

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Nicholas J. Albini, Chief Operating Officer

SUBJECT: Service Agreement for RFP# 8612 for Student Bus Transportation Services for Regular Education Program with Durham School Services, LP

The Education Department respectfully requests your review and approval of the service agreement (RFP#8612) for Student Bus Transportation Services for Regular Education Students. The Education Department seeks to enter into a service agreement with Durham School Services, LP for Student Bus Transportation Services for Regular Education Students.

The agreement will provide daily transportation for morning and afternoon bus routes supplying at least 135 school buses during the regular school year and for summer school. Durham will also supply school buses for early/split dismissals, after-school programs, athletics, co-curricular and extra-curricular activities (in and out of the City) and provide round-trip transportation for students enrolled in the Southington Agriculture, Science and Technology (Vo-Ag) program. All buses and vehicles will be 2021 model year or newer equipment.

The total contract amount shall not exceed $68, 907,068. The not-to-exceed per year amount is as follows:

July 1, 2026 to June 30, 2027 shall not exceed $12,470,394
July 1, 2027 to June 30, 2028 shall not exceed $13,093,990
July 1, 2028 to June 30, 2029 shall not exceed $13,748,734
July 1, 2029 to June 30, 2030 shall not exceed $14,436,087
July 1, 2030 to June 30, 2031 shall not exceed $15,157,863

Durham demonstrates understanding of the service requirements and their competitive pricing reflects a strong capacity to meet the District's needs which is most advantageous to the District. Education Department General Funds will cover the cost of this agreement. Durham has serviced Waterbury Public Schools for the past 20 years.

The Education Department will have a representative available at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

SERVICES AGREEMENT
RFP No. 8612
For
Student Bus Transportation Services
For Regular Education Program
between
The City of Waterbury, Connecticut
And
Durham School Services, L.P.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Durham School Services, L.P. (the "Contractor"), located at 27755 Diehl Road, Suite 100A, Warrenville, Illinois 60555, a State of Illinois duly registered limited partnership company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 8612** for Student Bus Transportation Services for the regular education program; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8612**; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Services").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete. This Agreement contemplates a minimum of 180 operating days per school year.

1.1. The Project consists of, and Contractor shall provide, Student Bus Transportation Services for the Waterbury Public Schools regular education program as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise

hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendums 1 to RFP No. 8612, consisting of 32 pages, attached hereto;
1.1.2 City of Waterbury RFP No. 8612, excluding blank City Compliance forms and City's Sample Contract, consisting of 34 pages, attached hereto;
1.1.3 Contractor's Revised Price Proposal dated February 17, 2026, consisting of 4 pages, attached hereto;
1.1.4 Contractor's Response to RFP No. 8612, excluding pages set forth in tab 6 of Contractor's response, consisting of 167 pages, attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 Certificates of Insurance, incorporated herein by reference;
1.1.7 Licenses, incorporated herein by reference;
1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This 35 page Contract
1.2.4 Contractors Revised Cost Proposal dated February 17, 2026
1.2.5 Addendum 1 to RFP No. 8612
1.2.6 City of Waterbury RFP No. 8612
1.2.7 The Contractor's Response to RFP No. 8612

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations Regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under

its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6 Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Contractor.

2.6.1. The City's Board of Education (the "Board") shall have access to and the ability to instruct that the Contractor delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to

the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

2.6.2. The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

2.6.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.

2.6.4. The Contractor shall take actions designed to ensure the security and confidentiality of student data.

2.6.5. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, within two (2) business days after the Contractor discovers that there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

2.6.6. Student Data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

2.6.7. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

2.6.8. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

2.6.9. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's using agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor

hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The Contractor shall complete all work and services required under this Contract commencing on July 1, 2026, and terminating on June 30, 2031, (the "Initial Term").

5.1. Time is and shall be of the essence for any Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1 Fee Schedule. The basis of payment shall be in accordance with Durham School Services Revised Pricing Proposal dated February 17, 2026 for the entire term of this Agreement the annual sum per each contract year not to exceed the following:

6.1.1 Year 1- July 1, 2026 – June 30, 2027, an amount not to exceed TWELVE MILLION FOUR HUNDRED SEVENTY THOUSAND THREE HUNDRED NINETY FOUR Dollars and 00/100 Cents ($12,470,394.00).

6.1.2 Year 2- July 1, 2027 – June 30, 2028, an amount not to exceed THIRTEEN MILLION NINETY THREE THOUSAND NINE HUNDRED NINETY Dollars and 00/100 Cents ($13,093,990.00);

6.1.3 Year 3- July 1, 2028 – June 30, 2029, an amount not to exceed THIRTEEN MILLION SEVEN HUNDRED FOURTY EIGHT THOUSAND SEVEN HUNDRED THIRTY FOUR Dollars and 00/100 Cents. ($13,748,734.00);

6.1.4 Year 4- July 1, 2029 – June 30, 20, 2030, an amount not to exceed FOURTEEN MILLION FOUR HUNDRED THIRTY SIX THOUSAND EIGHTY SEVEN Dollars and 00/100 Cents. ($14,436,087.00)

6.1.5 Year 5- July 1, 2030 – June 30, 2031, and amount not to exceed FIFTEEN ONE HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED SIXTY THREE Dollars and 00/100 Cents. ($15,157,863.00)

6.2. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8612** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed;

but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor,

shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance:
$1,000,000.00 each occurrence
$2,000,000.00 general aggregate
$2,000,000.00 Products / completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit

9.4.4 Excess/Umbrella Liability:
$50,000,000.00 Each Occurrence
$50,000,000.00 Aggregate

9.4.5 Abuse /Molestation Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary

and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements, and riders.

9.9 Performance Bond. Contractor shall obtain a performance bond each year in the amount of the yearly compensation and provide the invoice from the insurance company to the City for payment by the City. The Contractor shall provide the City with the fully executed performance bond upon payment by the City of said invoice. Failure to obtain the bond and provide invoice to the City will be a material breach of this contract. "

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in

advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire,

tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the non-breaching Party may, without prejudice to any other right or remedy, provide written notice of such default to the breaching Party. The breaching Party shall have thirty (30) days after receipt of such notice to cure such default or make satisfactory arrangements for correction. If the default is not cured within such thirty (30) day period, the non-breaching Party may terminate this Contract upon written notice.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables,

etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in

relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a

duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are, **(i)** the City's aforementioned **RFP No. 8612** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8612.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Durham School Services, L.P.
27755 Diehl Road
Suite 100A
Warrenville, Il 60555

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation;

preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property

as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Paul K. Pernerewski Jr., Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **Durham School Services, L.P.**

Sign:_____ By:_____
Print name:

Sign:_____ Date:_____
Print name:

ATTACHMENT A

1. Addendum 1 to RFP No. 8612, consisting of 32 pages, attached hereto;
2. City of Waterbury RFP No. 8612, excluding bank City Compliance forms and City's Sample Contract, consisting of 34 pages, attached hereto;
3. Contractor's Revised Price Proposal dated February 17, 2026, consisting of 4 pages, attached hereto;
4. Contractor's Response to RFP No. 8612, excluding tab 6 of Contractor's response, consisting of 167 pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
6. Certificates of Insurance, incorporated herein by reference;
7. Licenses, incorporated herein by reference;
8. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

January 16, 2026

RFP #8612 Student Bus Transportation Services for Regular Education Program

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No.1 shall be part of the Contract Documents for the above referenced **RFP #8612**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

1. Student Data Privacy section is added to RFP#8612.

Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Consultant.

- The City's Board of Education (the "Board") shall have access to and the ability to instruct that the Contractor delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

- The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

- A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant 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 Consultant, and correct any erroneous information therein.

- The Consultant shall take actions designed to ensure the security and confidentiality of student data.

- The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, within two (2) business days after the Contractor discovers that there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student-generated content.

- The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

- The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

- The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

2. The sample contract has been revised to include added Student Data Privacy section 2.6 on pages 3 to 5. Remove the Sample Contract from RFP#8612 and replace with the revised sample contract that is attached.

3. **Section P on page 19 of RFP#8612 is removed and replaced with the following:**

P. Performance/Payment Bonds

The Contractor shall purchase or post a Performance Bond, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. In the CITY's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the CITY.

Please refer to the questions and answers below.

Question: Please confirm that no bid bond is required for this RFP.
Answer: Correct.

Question: Please confirm that no performance bond will be required under the resulting contract.
Answer: The performance bond is required.

Question: If a performance bond is required (rather than escrow), may proposers submit alternative pricing with and without the performance bond cost included?
Answer: The performance bond is required. Yes, alternative pricing is acceptable.

Question: May vendors who plan to respond to some combination of RFPs 8612, 8620, and 8627 submit a single bid, so long as it includes, within, clear delineations between which scope is being responded to?
Answer: No.

Question: We understand that all vehicles must be ready for use by July 1, 2026. What is the anticipated start date of service?
Answer: 7/1/2026.

Question: How many students requiring special equipment (car seats, harnesses, restraint systems, or other specialized equipment) does the District currently transport? Please provide a breakdown by equipment type.
Answer: Does not apply to the Regular Education RFP.

Question: How many extra trips (extracurricular activities, athletics, field trips, etc.) did the District run in SY 2024-25, and what are projections for SY 2026-27? Please provide breakdown by trip type if available.
Answer: 4,115 hours for SY 2024-2025 for Athletics.
No projections for SY 2026-2027.

Please refer to invoicing for trip type at following link:
https://drive.google.com/drive/folders/1cP7Upjo_21PUSk1miZeIPeA1RxtXLET9?usp=drive_link

Question: Are there existing transportation facilities, garages, or fuel storage locations in Waterbury that the City could make available to the contractor, or must the contractor independently establish all infrastructure? If existing facilities are available, please provide details on location, capacity, and lease terms.
Answer: It is up to the contractor to determine and establish.

Question: Will the District compensate drivers on a portal-to-portal basis (from when they report to the facility until they return) or for live/run time only (time spent actively transporting students)?
Answer: This is a Contractor decision.

Question: Will the District consider alternative pricing structures, such as base rate plus excess mileage or hourly rate proposals, or must all proposals follow the fixed daily rate structure specified in the Bid Proposal Forms?
Answer: The fixed daily rate structure that is specified.

Question: The District has outlined fuel gallon allocations for each service category. Based on historical experience: (a) Are these allocations typically sufficient, or do contractors routinely require excess fuel? (b) If excess fuel is needed, does the District provide fuel and invoice the contractor, or must contractors procure fuel independently? (c) What rate does the District charge contractors for excess fuel beyond the allocated gallons?
Answer:
a) These allocations are typically not sufficient.
b) The contractor procures the fuel independently.
c) Not applicable.

Question: To support fair and comparable pricing aligned with market standards, please share: (a) Current contract pricing from the incumbent contractor; (b) Historical pricing from the prior five years; and (c) Actual transportation spend for SY 2024-25 and SY 2025-26 (to date).
Answer:
a.) See current contract; rate sheet is on page 66.
b.) See current contract: rate sheet is on page 66.
c.) SY 24-25 $8,702,173.58; SY 25-26 to date $3,290,006.64.
Current contract is available through link.
https://drive.google.com/drive/folders/1cP7Upjo_21PUSk1miZeIPeA1RxtXLET9?usp=drive_link

Question: Does the district plan to award to one vendor or split contract?
Answer: This RFP will be awarded to a single vendor.

Question: In order to price base rates efficiently, please provide route lengths and mileage for each route, or provide an average.
Answer: Approximately 3,037,035.00 miles total on average.

Question: Please provide a copy of the current transportation contract(s).
Answer: Contract is available through link.
https://drive.google.com/drive/folders/1cP7Upjo_2IPUSk1miZeIPeA1RxtXLET9?usp=drive_link

Question: Please provide the past three months' invoices from the current transportation vendor(s), including a breakdown by service category (daily routes, field trips, athletics, summer school, etc.).
Answer: Amount spent for 3 months of paid invoices totals $3,038,288.93. Invoicing available through link.
https://drive.google.com/drive/folders/1cP7Upjo_2IPUSk1miZeIPeA1RxtXLET9?usp=drive_link

Question: Are bus drivers and aides/attendants currently unionized? If so, please provide a copy of the current collective bargaining agreement(s) to inform proposers of wage scales, benefits, work rules, and guaranteed hours.
Answer: They are unionized. The Collective Bargaining Unit is not available.

Question: Please provide current wage rates for: (a) Bus drivers (b) Aides/attendants (c) Guaranteed hours (if any) for drivers and aides/attendants. This information will help ensure proposers offer fair and competitive compensation in their staffing plans.
Answer: Not available.

Question: Section P indicates the contractor must purchase a performance bond OR place in escrow an amount equal to the annual contract value, with the District reimbursing the cost. Please confirm: (a) Contractors may choose between a performance bond or escrow arrangement; (b) The bond/escrow amount is based on the annual contract value (not the full 5-year term); (c) The District will reimburse the contractor for bond costs through separate invoice; and (d) The timing and process for this reimbursement.
Answer: The performance bond is required. See addendum #1 issued through the Waterbury Purchasing Department.

Question: What were the annual liquidated damages assessed against the current contractor(s) over the last two to three years for service failures described in the RFP (late arrivals, early departures, inoperable cameras, etc.)? Please provide totals by category.
Answer: None.

Question: Please describe any service issues, performance deficiencies, or recurring problems with the current transportation provider(s) that the District seeks to address through this procurement.
Answer: Driver Shortages.

Question: Are there current driver or attendant shortages affecting service delivery?
Answer: Yes.

Question: Please confirm the number of service days required for Extended School Year programs during summer months.
Answer: 16 to 20 days.

Question: On average, how many routes does the District operate during summer programs? Please provide a breakdown by vehicle and service type.
Answer: Approximately 35 to 40 Routes. Passenger buses (71 seats).

Question: Please provide the total annual miles driven for home-to-school transportation for the most recent completed school year.
Answer: Approximately 3.037.035.00 miles total on average.

Question: Are there any limitations or restrictions on year-over-year price increases during the 5-year contract term? What does the District expect regarding annual price adjustments (e.g., CPI-based, fixed percentage, negotiated)?
Answer: Annual price adjustments are determined by the contractor.

Question: When the Bid Proposal Forms request "the full cost of all services for each year for each school bus or vehicle," is the District asking for: (a) A daily rate per bus (to be multiplied by 180 operating days), OR (b) An annual total cost per bus for the full school year? Please clarify the expected format for pricing submission.
Answer:
a.) Yes.
b.) No.
c.) Daily per bus per day based on 180 days.

Question: Section M of the RFP is titled "State Set-Aside Requirements" and is marked "Not Applicable." This section references CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f regarding minority business enterprise set-asides and affirmative action requirements for state-funded construction projects. Please confirm that: (a) This contract is NOT funded in whole or in part by the State of Connecticut; (b) Proposers are NOT required to comply with the state set-aside statutes referenced in Section M; (c) Proposers are NOT required to file an Affirmative Action Plan with the Commission on Human Rights and Opportunities; and (d) Section M may be disregarded by all proposers as it does not apply to this procurement.
Answer: Section M does not apply to this RFP.

Question: C. Scope of Services #4 – Are bidders required to submit a cost proposal for all four fuel types?
Answer: Encouraged, but not required.

Question: C. Scope of Services # 15 – Can you please confirm that all regular education transportation vehicles required for this bid require air conditioning?
Answer: No, buses are not required to have A/C.

Question: Q. Prevailing Wages – Can you please confirm that prevailing wage is not applicable at that there is no attachment E?
Answer: Prevailing wages do not apply to this RFP.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL #8612
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

STUDENT BUS TRANSPORTATION SERVICES
FOR REGULAR EDUCATION PROGRAM

The CITY of Waterbury, Department of Education (hereinafter "CITY"), is seeking proposals from qualified operators to furnish Waterbury Public Schools Student Bus Transportation Service and Equipment for its Regular Education Program.

A. Background and Intent

Waterbury Public Schools is no longer using diesel-powered buses. The Waterbury Public Schools is seeking gasoline, propane or electric Student Bus Transportation Services for its Regular Education program as described below.

B. Qualifications

Eligible proposers will be those operators that have the following qualifications:

1. Eligible services providers must demonstrate at least five (5) years experience in operating transportation services for a district comparable in size and setting to Waterbury and have all requisite licensing and insurances as those outlined in this Request for Proposal (RFP).
2. A proposer with a proven track record in providing these types of or similar services for municipal school systems.
3. Knowledge of Federal and State laws and regulations governing the services outlines in the Technical Specifications.

C. Scope of Services

THE FOLLOWING APPLIES TO ALL TRANSPORTATION SERVICES REQUIRED IN THIS REQUEST FOR PROPOSAL:

1. The term of this agreement shall be July 1, 2026 through June 30, 2031.

2. This Agreement shall include the following documents including, but not limited to, these Technical Specifications, Advertisement for Bid, Instructions for Bids, Description of Operation, Contractor 's Bid Letter, Equipment Inventory, Bid Sheet(s) submitted by the Successful Contractor

3. The Contractor shall furnish transportation service and equipment specified herein and such service and equipment necessary to perform the required Student Bus Transportation Services specified.

4. Bids shall include the full cost of all services for each year for each school bus or vehicle. In submitting a bid, Bidders are required to state the cost for providing services in all categories as indicated on the Bid Proposal Form.

5. The CITY through the Transportation Coordinator at the Board of Education or other designees shall solely determine which students are to be transported.

Contractor working under the direction of the CITY through the Transportation Coordinator at the Board of Education or other designee will prepare all school bus routes, school bus trips, location of stops, time schedules, with the CITY retaining the right of final approval. The Contractor has the responsibility for operating and safety procedures. The Contractor will provide the CITY through the Transportation Coordinator at the Board of Education or other designee with access to its routing software and/or other electronic information of each route, stops and list of students assigned to each stop and school bus together with the number of miles for each route and the aggregate mileage for all routes on a monthly basis and/or a computer print-out of such information upon request.

6. The transportation services provided herein shall be jointly established by the CITY through the Transportation Coordinator at the Board of Education or other designee and Successful Bidder, with the City retaining the right of final approval. The CITY through the Transportation Coordinator at the Board of Education or other designee, reserves the right during the term of this agreement to require an increase or decrease in the number of vehicles to be employed by the Contractor in furnishing Transportation Service hereunder, or to vary the number of students to be transported or the length of any individual(s) school bus route(s). In the event of any such variations, the CITY agrees to notify the Contractor in writing of the effective Date of such variations. Compensation for variations in the number of school bus or vehicles will be adjusted in accordance with the prices in the Bid Sheet.

7. If the Contractor shall fail for any reason to perform any of its obligations under and pursuant to the Agreement, and of such failure to perform is not remedied to the CITY's satisfaction within five (5) school days after written notice thereof is sent to the Contractor, the Contractor shall be deemed to be in breach of this Agreement. Upon any such breach the CITY shall have the option of terminating this Agreement by written notice of termination sent to the Contractor, either entirely or in respect to such item or items as may have been materially adversely affected by such failure to perform. In the event of a termination of any such item or items, which terminations do not materially adversely affect either the performance of the remainder of the Contractor 's obligations under the Agreement or the proper performance of the Transportation Service contemplated by the Agreement, compensation will be adjusted in the accordance with the Contractor 's bid proposal form. Notwithstanding the foregoing, the CITY shall have the option of withholding the daily cost for such services as needed by written notice.

8. No termination of the Agreement, either partial or complete, shall affect or prejudice any other rights or remedies which the CITY may be pursuant to the Agreement or otherwise. Further, the Contractor agrees to report without undue delay, both verbally and in written form any special conditions or potential failure or failure to perform any such item or items to the Chief Operating Officer of the Board of Education by such means and timeliness as will enable the CITY and the Contractor to expeditiously correct the condition or respective condition which caused or will cause such failure to perform.

9. Subject to the term of the Agreement, the CITY agrees to pay and the Contractor agrees to accept as full consideration for the performance of the Contractor's

obligations hereunder the amount set forth in the Contractor's Bid Sheet. Payment will be made by the CITY monthly for such Transportation Service actually performed for which the Contractor is required. These payments will be made less any penalties for non-performance or Contractor 's violation of standards. The Contractor's acceptance of such monthly payments shall release the CITY from all claims and liability to the Contractor under the Agreement for the period for which payment is accepted, barring administrative or clerical errors by the Contractor.

10. No payment made or accepted, however, shall operate as a waiver of CITY's rights or releases the Contractor, its sureties or insurers or assigns from any obligation under the Agreement or any bond or insurance policy required by the Agreement.

11. All transportation services to be provided by the Contractor pursuant to the Agreement, including, but not limited to the purchasing, manufacturing, outfitting, repair and maintenance of vehicles, the hiring, licensing, and training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and Local laws, rules, regulations and directives including P.A. 07-224.

12. School vehicles and equipment used by the Contractor in the performance of the services required in the Agreement shall comply with National School Bus Safety Regulations and all applicable Federal, State and Local regulations pertaining to school bus construction, operation and maintenance existing as of the date the Agreement is signed and as these regulations may be amended from time to time during the term of the Agreement. Such vehicles and equipment shall be kept in proper repair and in safe, clean and sanitary conditions. The Operator shall pre-trip each vehicle daily to determine that the brakes, horn, tires, steering apparatus, emergency doors, lights, video equipment and all other equipment are in good condition. The Contractor shall have a system for reporting of defects found by the vehicle operator.

    School vehicles used to transport children to schools indicated and any other related work that may be awarded to the successful Contractor shall at all times during the term of the Agreement strictly comply with the Federal, State, and Local law, rules, regulation and directives.

13. The Contractor shall provide a regular system of inspection and preventive maintenance, and shall keep sufficient standby school vehicles available so as to provide uninterrupted transportation services in accordance with the performance provided hereby. All reports as made to the State shall be submitted to the CITY through the Transportation Coordinator at the Board of Education or other designee on the same date of submission to the State.

14. The Contractor shall maintain a Traffic Control Office, in the CITY, which shall be adequately and competently staffed and equipped so as to efficiently handle supervision, correspondence, dispatching, yard duties, fueling, complaints and other problems normally related to pupil transportation. At a minimum the Traffic Control Office will be staffed full time, on site, by: a transportation supervisor with overall responsibility for the entire operation; two dispatchers with overall knowledge of the CITY and routes; a safety coordinator with overall responsibility for safe operation of the location; a training coordinator responsible for all new and

current driver training; a clerical person to handle correspondence and billing; two telephone operators for parent and school communication; one yard person to handle supervision of startup, yard repairs and fueling and other staff as deemed necessary by the Contractor. It shall be the duty of every vehicle driver to communicate promptly to the Traffic Control Office by the fastest possible means without deviations from established operating procedures or schedules. All vehicles shall have constant availability by two-way radio communications with such Traffic Control Office. The appointed supervisor shall be available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee at all times during the transportation and school hours of each day during the school year **(see Attachment 1 – Operational Schedules).** School hours are subject to change.

15. All vehicles shall be properly ventilated, heated, and include air conditioning. An adequate First Aid Kit as required by the State Department of Transportation shall be installed in all vehicles. Changes may be made in the seating arrangement in the accordance with the various needs of the students. The Contractor shall furnish the CITY through the Transportation Coordinator at the Board of Education or other designee on a monthly basis the actual number of riders carried on any route, the actual time schedule of any route and such other information as the CITY may request.

16. The Contractor shall create and maintain set of COVID protocols and practices, or other BOE school closure practices, for staff and buses which shall be reviewed and approved by the Transportation Coordinator. Such protocols and practices shall be consistent with recommendations from the CDC, State and Local Health Agencies and industry standards and shall include but not be limited to wellness checks of drivers, mask wearing, social distancing, cleaning and reporting protocols. In the event of a public health emergency or "COVID-like" occurrence, all costs to the CITY will be suspended until in-person education resumes.

17. No vehicle shall carry any commercial advertisement, nor shall any be distributed to passengers unless specifically approved by the CITY. Any and all such revenues generated shall be revenue for the CITY.

18. No passengers other than school student and other authorized persons shall be permitted in any vehicles without specific permission from the CITY, or its Authorized Representative. The Contractor shall advise vehicle drivers of the correct passenger list so that only bona fide riders are on the vehicle per the CITY Authorized Passenger List.

19. All accidents, incidents and delays involving a vehicle or any of its passengers shall be reported immediately by the Contractor to the Transportation Coordinator, Principal, Chief Operating Officer and Superintendent of Schools. This action shall be followed by a complete written report to the CITY from the Contractor no later than forty-eight (48) hours after the accident/incident has occurred.

20. The Driver shall be authorized to complete discipline reports on students whose behavior is unsafe. Reports are to be submitted to Principal and his/her Agent, including private schools. The driver/Contractor shall not discharge or deny

transportation of a student without authorization by the Principal, his/her designee or the CITY. Report forms are the Contractors responsibility.

21. Each driver employed by the Contractor to provide Transportation Service pursuant to the Agreement shall comply with federal law, and with all laws, rules, and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the CITY and the State and local police department.

a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. As a condition of employment, all drivers shall pass a complete physical examination yearly, and a drug/alcohol screening test prior to employment. All drivers must complete alcohol/drug screening, prior to the start of every school year. The Contractor shall provide the CITY with its rules and regulations regarding screening for employees. The fee for any and all testing shall be paid by the Contractor. All possible steps in screening, including drug screens and background checks, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.
b. The City and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this Contract and to reject a driver prior to actual employment. The Board also reserves the right to reject any driver during the Contract period, for cause and/or reason established by the Board.
c. Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all the physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles. Contractor shall subject all prospective drivers to criminal and reference checks and shall not employ drivers who have been assessed by the State Department of Motor Vehicles more than five points on his/her license during the length of the Contract. The Contractor will check the driving record of all drivers to the start of each school year.
d. Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.
e. The Board of Education or designee reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the Board. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the Board within 24 hours after notification by the Board of such action.
f. The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the Contract. Individual drivers shall not be allowed to provide their own substitutes.
g. Drivers shall not leave a bus unattended at any time when children are on board.
h. Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.
i. Drivers must complete at least two (2) trial runs over the routes they are scheduled to drive prior to school opening so as to familiarize themselves with

road conditions, locations of stops and schools, with proof to be submitted to the Board prior to the opening of school.

j. Drivers shall not smoke or carry a lit cigar, cigarette, pipe, or vape when operating a vehicle with school children on board.
k. Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are on board.
l. Drivers shall not have food or drink, etc. on the bus while children are on board.
m. Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the Board.
n. Drivers shall not operate a vehicle while carrying school children in excess of its rated capacity.
o. Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run, drivers are to perform a post-run check to ensure that no students or their possessions remain on the vehicle.
p. All drivers shall be issued pictured and numbered company ID cards. Such cards shall be prominently displayed by the driver while on duty. Enforcement of these provisions shall be determined by the Superintendent of Schools or designee.
q. The Contractor shall maintain a list of all drivers. This list shall contain driver's names, ID numbers, route assignment, bus number, and status. This list shall be updated at least once per month and sent to the Board of Education upon request by the Board.
r. Drivers must be checked annually for a criminal record and motor vehicle record throughout their period of employment and prior to their employment as bus drivers. At least two (2) times a year a complete list of all drivers with a copy of the results of criminal record or motor vehicle record must be submitted to the Superintendent of Schools or designee. One such list shall be submitted to the Superintendent of Schools or designee no later than August 15th of each year and upon request by the Board.

22. The CITY maintains the right to require removal from CITY of Waterbury's Service any driver who, in the opinion of the CITY, is unqualified or unsuitable to operate a school vehicle pursuant to this Contract.

23. The Contractor may be required to provide bus aides or monitors for the purpose of safety and discipline of students on some of the bus runs at the discretion of the Transportation Coordinator. Bus Aides shall be screened and selected in the same manner as drivers, including fingerprint checks, drug testing, and background checks. The Contractor shall also provide training in the care and handling of children with special needs. Bus aides shall also comply with all of the rules and regulations as bus drivers. The driver is in full charge of the vehicle during its operation even though an aide or bus monitor is assigned to the vehicle.

24. Bidders shall be experienced in the work to be performed and have or be able to obtain necessary staff, equipment and sufficient capital to properly execute the work within the time allowed. More than one bid from an individual, a Contractor or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any Contractor is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such Contractor is interested. Any or all bids in which such

Contractor is interested will be rejected if there is reason for believing that collusion exists among the Contractors and all participants in such collusion will not be considered in future bids for the same work. The Board of Education, in determining the successful Contractor, may consider in addition to price, the experience of the Contractor, the sufficiency of the financial resources of the Contractor and the reputation of the Contractor for ability, integrity, judgment and performance, as well as the ability of the Contractor to provide future services. All Contractors must supply with this bid a listing of all school districts that the Contractor has contracted for school bus service with during the past five-year period.

25. Twice yearly, the Contractor shall conduct emergency evacuation drills for all students in the K-12 grades covered by the Agreement. The Contractor shall supply to all schools written and/or printed material dealing with school bus safety for in-school and home education for the students.

26. This Contract shall apply to all days when school is in session. The minimum number of school days is currently 180. Transportation services may be required for summer school programs, and extended summer school programs. Dismissal times for school will vary and there are after-school and extended-day programs. During adverse conditions or emergency situations, the Board of Education or its Agent, shall determine when school shall be physically in session (in person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed to or by the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days or other days as may be permitted by the Commissioner of Education or other authority. In the event of such days being exercised the CITY reserves the right to not utilize Transportation services on such days.

27. The students must be delivered to their schools prior to Board approved opening and picked up at the schools at approved closing times. The Contractor agrees that in no event will students be dropped off at any school more than thirty (30) minutes prior to the schools starting time or picked-up more than fifteen (15) minutes after the close of school. These violations may result in late charges of $25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.

28. All information relating to driver histories/performance shall be made available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee.

29. The Contractor will employ the necessary mechanics to maintain school busses. All records as they apply to school bus maintenance shall be kept on file and made available to the CITY upon request.

30. All school busses used to fulfill the terms of these specifications and the Contract shall be registered, garaged, serviced, taxed and operated in the CITY.

31. All busses and vehicles used for this contract must be 2021 busses or newer.

32. All vehicles shall be ready for use by July 1, 2026.

33. The Contractor must arrange to have all vehicles inspected by the Department of Motor Vehicle as required, and notify the Education Transportation Coordinator when such inspections are in process so that the Board may be represented at the time. At any time during the Contract, the School Administration through the Transportation Coordinator at the Board of Education or other designee shall have the right to conduct inspections of the Contractor 's equipment and to make recommendations concerning changes, repair or additions to the mechanical equipment of the Contractor.

34. The CITY may require the Contractor to discontinue the use of any school bus that in the judgment of the Board of Education or its Agent, is hazardous, mechanically defective, or subject to frequent breakdowns or delays. In the event that the Board of Education shall order the discontinuance of any school bus, the Contractor shall forthwith replace said school bus with another school bus, which is capable of fulfilling the requirements of the Contractor and CITY.

35. The Contractor shall provide the CITY's Transportation Coordinator, one two-way hand-held radio, for direct contact with the school bus company's dispatcher office or drivers.

36. The Contractor shall supply the CITY with an additional (500) hours of school busses per school year, to be assigned by the CITY as needed, at no cost to the City and such hours can be carried over into the next contracted school year throughout the term of the contract.

37. The Contractor shall cooperate with the CITY to maintain a good transportation public relations program.

38. The Contractor shall provide appropriate housing for state-of-the-art video camera(s), for the entire fleet of school busses and vehicles used to transport students. All buses must be equipped with four point (front, rear, stairwell, exterior) digital cameras. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Contractor shall also supply the necessary viewing equipment and/or software. Camera output must be retained for a minimum of 30 days. The District requires a Wireless Seon Smart Reach Mobile Surveillance system or comparable type equipment. Alternate systems will be considered that are equal to the Seon specifications as determined by the District. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers. The system must be equipped with Day/Night cameras. The Contractor shall also make available software for viewing, playback and event searching by District personnel. All camera use and video viewing shall be consistent with the policies and procedures as established by the District. Inoperable cameras shall be subject to charges which shall be $25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.

39. Bidders must warranty that their bus fleet "out-of-service" rate does not exceed 10% for the time period of one year from the date of this Bid Specification.

40. The Contractor shall appoint as his representative a qualified person, who will have overall supervision of the vehicles operating under this contract. The appointed person shall be available to the representative of the Board of Education at all times during the transportation of all students and school hours of each school day when school is in session.

41. The driver of any vehicle transporting school children under consideration must possess the appropriate and required license certification, and is in complete charge of the vehicle and of the children being transported during the time that these children are in his/her care. As such, he/she is responsible for their welfare. He/She should be courteous and professional with all children as is customary within the schools to control the actions of school children aboard his vehicle. The discipline of a child on the vehicle will be in accordance with Connecticut General Statute's 53A-18 and as may be amended from time to time, the Rules and Regulations of the Board of Education, and City of Waterbury. The driver will report the names of pupils, who display unsafe behavior or cannot be managed to the Principal of the school. During the time that the vehicle is in use for the operation of the contract, the driver shall not at any time transport any person other than children whom he/she is responsible unless he/she has received written approval from the Superintendent of Schools or his/her agent, that such person is authorized or permitted to ride on the vehicle. All vehicles and drivers must be available for early closing of schools.

42. The Contractor shall provide training for all new driver applicants, said training to include classroom and on road, prior to applying for a State of Connecticut Public Service License. The combination of classroom and/or road training shall be, at a minimum, forty hours. Experienced drivers who have held a Public Service License during the preceding year shall be required to attend an eight-hour refresher course included in which shall be an on-road proficiency requirement. For drivers of special education children, training shall include transportation issues with children with disabilities.

43. All school busses and vehicles used for transporting students must be equipped with a web-based global positioning system (GPS) such that it can be determined at all times where the bus is, the route that was travelled, and the speed at which the bus is traveling. The Contractor shall provide access to this system to the Transportation Coordinator at the Board of Education and up to two additional CITY representatives upon request.

44. Parents will have on-line GPS access to Bus Tracker or similar software application program (App) for real-time, map based bus locator which shall be made available through the District website or software application program (App) directly to the parent.

45. A listing of Waterbury Public Schools is attached, and includes the address, Principal's name and telephone number **(see Attachment 2 – School Listing)**. However, it is anticipated that during the term of any Contract for transportation

services, the number and address of schools will change. New public and/or private and/or Charter schools may open, schools may close. If awarded a contract, transportation services shall be provided to any school within the City boundaries, out-of-district partners, Southington High School Vocational-Agricultural Program, and out-of-district field trips provided in the Proposal Form, regardless of the opening and closing hours of the school. Schools hours are subject to change.

C1. Technical Specifications

1. It is estimated that the number of school busses that will be needed for the basic fleet for the contract year beginning in 2026 is one hundred and thirty (130), seventy-one (71) seat passenger school busses. There should be a minimum of 15 fully functional additional spare school buses. Spares to be put in service are to be of the same seating capacity as any school bus taken out of service.

2. All school busses, new or used including spares, will have the following. All fuel types must meet minimum daily transportation requirement for student transportation to and from school on a daily basis. Waterbury Public Schools will no longer be using diesel-fueled buses. All vehicles must be capable of completing daily runs in a single operation and be able to traverse City streets and hills.

   a. All buses, no matter the fuel type, must accommodate all bused students per school day.
   b. Automatic transmission – 6 speed automatic transmission or approved equivalent.
   c. Power steering.
   d. Two-way radios with two channel capability and sufficient spare units to allow for repair and theft.
   e. AM-FM cassette or CD.
   f. "City of Waterbury" four-inch black lettering on each side of the school bus (see C.12 above).
   g. State of the art video monitoring equipment including one hundred thirty (130) video cameras to be used to monitor student and driver behavior. Video should be capable of being saved to a DVD (see C.44 above).
   h. Global Positioning System (GPS) Tracking such that it can be determined at all times, where the bus is and the route that was travelled (see C.49 and C.50 above).
   i. Shall conform in all respects with all applicable laws and regulations issued by Federal, state and Local agencies. See Environmental Protection Agency Clean Air Act United States Code Title 42, Chapter 85 (https://uscode.house.gov), and Connecticut Clear Air Act Public Act No. 22-25 (https://www.cga.ct.gov/2022/act/pa/pdf/2022PA-00025-R00SB-00004-PA.pdf) or similar act.

3. All new and used school buses used above will have:
   a. Air brakes.
   b. Front bumper mounted crossing gates.
   c. Flash stop sign (arm) left side of school buses.
   d. 71 Passenger (entire fleet and spares).

4. The fuel to be provided by the Board of Education to the Contractor for use in connection with this contract shall not exceed 2,500 gallons of propane or gas per

bus, per school year. Waterbury Public Schools will no longer be using diesel-fueled buses. If the Contractor will be utilizing electric buses to provide services under an agreement with the City, then the City shall provide funds equal to the City's cost for fuel in an amount not to exceed the equvalent of the cost of 2,500 gallons per bus per year. Any and all fuel or electricity required to operate vehicles in connection with this contract that exceed 2,500 gallons, or the cost there of, per bus shall become the sole responsibility and cost of the Contractor. Storage of fuel shall be on the Contractor's property in Waterbury. Fuel storage tanks and dispensing pumps, which shall be maintained by the contractor, must be inspected annually by the CITY of Waterbury's Fire Marshal's Office with a copy of the inspection report filed with the Transportation Coordinator. Fuel shall be monitored by comparing the total mileage of all Board of Education authorized routes with the rate of 5.5 miles per gallon. A fuel report is to be forwarded to the Transportation Coordinator and School Business Office monthly.

5. The CITY shall provide 7,000 gallons of gas or propane per year to the contractor to operate all vehicles used to provide services under this agreement for the round-trip transportation of children enrolled in the out-of-district magnet school program. Any additional gas or propane required for round trip transportation of children enrolled in the out-of-district magnet school program over 7,000 gallons shall be the sole responsibility and paid by the Contractor. Waterbury Public Schools will no longer be using diesel-fueled buses. A fuel monitor's report is to be forwarded to the Transportation Coordinator and School Business Office monthly. School Business Office shall track fuel gallons from the Contractor and fuel use reports will be sent to the Contractors monthly.

6. The Contractor is responsible for the fueling station(s).

7. The Contractor shall give the Parent/Guardian of the child to be transported a telephone number and time to notify the Contractor (or his/her driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply the Parent/Guardian an estimated pick up time schedule and estimated afternoon return schedule.

8. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather, or other emergencies when necessary and/or as may be approved for virtual learning days. All vehicles, drivers, and aides must be available for early closings of schools.

9. The Contractor will maintain an on-time pick-up and delivery schedule. It is expected that the student length of time on the vehicle will be reasonable in nature. Any student whose time on the vehicle is disruptive or disagreeable to the parent/guardian, the disagreement shall be evaluated and adjustments made where warranted.

10. Bids must be based on a flat rate per day basis **(see Attachment 3 – Price Proposal Forms A-D)**. The billing voucher shall reflect the attendance by date. Charges for work covered by this contract will be invoiced separately from charges for other service, which may be provided by the Contractors under other contracts or purchase orders. The Contractor shall furnish the CITY at any time requested,

but not less than monthly, the actual time schedule of any route and such other information as the City may request.

11. Transportation is to be furnished by specified vehicles of sufficient capacity.

12. Each vehicle during the period of this contract is to be maintained at a level of safety, appearance and reliability suitable to the CITY and its Board of Education. The Superintendent of Schools reserves the right to demand replacement vehicles failing to meet those specifications.

13. The Contractor is to be notified when schools are to be closed because of weather or other conditions which may arise. The agreement will include a minimum of 180 days of school per contract year. The successful bidder will also make available vehicles to be used during the months of June, July and August of each bid year for the transportation of students attending classes or programs during those months, depending on the school's schedule.

14. The number of vehicles specified above are estimates. The exact number of vehicles necessary to adequately perform the contract shall be the sole responsibility of the Contractor and shall be provided in accordance with the rate paid to the Contractor pursuant to the selected bid. In addition to the above fleet, the Contractor shall provide additional vehicles for unexpected situations and fluctuating school hours of the various buildings during the Agreement Period.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for beginning on July1, 2026 through June 30, 2031.

E. Insurance Requirements

The Respondent shall provide insurance as set or in **Attachment D** provided by insurers, satisfactory to the CITY and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The CITY is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The CITY is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Not applicable.

3. Proposers must complete and sign the items and any forms included in **Attachment A** (Contract Compliance Packet).

4. All questions and communications about this request for Proposal and submission requirements must be directed to the CITY of Waterbury ProcureWare website and must be received **by 2:00 PM on January 9, 2026**. Prospective proposers must limit their contact regarding this RFP to

the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the CITY of Waterbury ProcureWare website **by January 16, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Department of Education.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the CITY. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the CITY.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the CITY.

4. The proposer agrees that the proposal will remain valid for a period of ninety (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The CITY may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the CITY deems it to be necessary, appropriate or otherwise in the best interests of the CITY. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the CITY's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the CITY in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the CITY, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the CITY. At its

discretion, the CITY may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the CITY.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the CITY prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the CITY to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the CITY, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the CITY at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the CITY's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the CITY.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the CITY participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the CITY's standard agreement language **(see Attachment B – Sample Contract)**.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the CITY and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The CITY shall assume no liability for payment of services under the terms of the contract or purchase order until the

successful proposer is notified that the contract or purchase order has been accepted and approved by the CITY. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and seven (7) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on January 26, 2026. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in **Attachment C**, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the CITY of Waterbury in verification of the recitals included in its response to this RFP **(see Attachment C - Proposer Information and Statement)**.

Proposals must set forth accurate and complete information for each of the items listed below. At the CITY's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
   a. Firm Name
   b. Permanent main office address
   c. Date firm organized.
   d. Legal Form of ownership. If a corporation, indicate where incorporated.
   e. How many years have you been engaged in services you provide under your present name?
   f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities
   a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the CITY of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the CITY. Identify the nature and scope of the services that would be generally required of the CITY in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The CITY reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the CITY to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the CITY may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The CITY is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation. Please respond to the following questions:
   a. Have you ever failed to complete any work awarded to you? If so, where and why?
   b. Have you ever defaulted on a contract? If so, where and why?
   c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
   d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
   e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
   f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
   g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the CITY should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The CITY may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the CITY that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the CITY's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section

B. - Qualifications of this RFP. The CITY may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process
The CITY of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the CITY reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved to the CITY
The CITY reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior CITY contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The CITY also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the CITY will be served.

L. Federal, State and Local Employment Requirements – Not Applicable
Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. CITY of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached CITY of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid CITY of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements – Not Applicable
i. The Contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses). The Contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. For municipal public works contracts, the Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports.

N. State DAS Requirements for Construction Projects – Not Applicable
If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond NOT APPLICABLE
Each Proposal with a total cost greater than $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE
The Contractor shall purchase or post a Performance Bond and/or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Contractor will send a separate invoice to the City for the yearly bond amount per the Contractors Modifications/Conditions specified in the bid response by September 1 of each year.

In the CITY's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the CITY.

Q. Prevailing Wages – Not Applicable
As noted above, proposers are advised that State of Connecticut prevailing wage rates and regulations apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Proposer's attention is directed to **Attachment E** – Wage Rate Documentation.

ATTACHMENT 1 – Operational Schedules

WATERBURY PUBLIC SCHOOLS

SCHOOL HOURS

SCHOOL NAME	REGULAR HOURS	PLANNED/WEATHER/ EMERGENCY DISMISSAL	DELAYED OPENING
	HIGH SCHOOLS		
Crosby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Kennedy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wtby Career Academy	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
Wilby	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
	MIDDLE SCHOOLS		
North End	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wallace	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Wtby Arts Magnet	7:20 am – 1:50 pm	7:20 am – 11:00 am	9:20 am – 1:50 pm
West Side	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
	ELEMENTARY SCHOOLS		
Bucks Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Bunker Hill	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Carrington	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Chase	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Cross, Wendell	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Driggs	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Duggan	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Generali	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Gilmartin	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Hopeville	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
International	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Kingsbury	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Maloney	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Reed	8:35 AM – 2:50 pm	8:35 am – 12:00 pm	10:35 AM – 2:50 pm
Regan	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Rotella	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Sprague	8:05 am – 2:20 pm	8:05 am – 11:30 pm	10:05 am – 2:20 pm
Tinker	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Walsh	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
Washington	8:05 am – 2:20 pm	8:05 am – 11:30 am	10:05 am – 2:20 pm
Wilson	8:35 am – 2:50 pm	8:35 am – 12:00 pm	10:35 am – 2:50 pm
	PROGRAMS		
Academic Academy (at Wallace)	7:50 am – 2:20 pm	7:50 am – 11:30 am	9:50 am – 2:20 pm
Bucks Hill Pre-K	9:00 am – 3:21 pm	9:00 am – 10:30 am	12:51 pm - 3:21 pm
AM Session	9:00 am – 11:30 am	9:00 am – 10:30 am	No AM Classes
PM Session	12:51 pm – 3:21 pm	No PM Classes	12:51 pm – 3:21 pm
Enlightenment	7:20 am – 1:00 pm	7:20 am – 11:00 am	9:20 am – 1:00 pm
State Street	7:30 am – 1:35 pm	7:50 am – 11:30 am	9:30 am – 1:35 pm
	NON-PUBLIC AND PRIVATE SCHOOLS		
ACES at Chase	7:45 am – 2:50 pm	7:45 am – 12:50 pm	9:45 am – 2:50 pm
Alpha & Omega Academy	8:00 am – 3:00 pm Friday 8:00 am – 2:00 pm	Dismissal at 12:30 pm	10:00 am – 3:00 pm Friday 10:00 am – 2:00 pm
Catholic Academy of Waterbury	9:05 am – 3:40 pm	9:05 am – 12:30 pm	11:05 am – 3:40 pm
Brass City Charter	7:30 am – 3:45 pm	7:30 am – 12:30 pm	9:30 am – 3:45 pm
Children's Community	9:05 am – 3:20 pm	Dismissal at 12:30 am	11:05 am – 3:20 pm
Holy Cross High School	7:30 am – 1:45 pm	Dismissal at 10:30 am	9:30 am – 1:45 pm
Kaynor Technical	7:25 am – 2:20 pm	Dismissal at 11:00 am	9:25 am – 2:20 pm
Our Lady of Mount Carmel	9:05 am – 3:20 pm	9:05 am – 12:30 pm	11:05 am – 3:20 pm
Yeshiva K'Tana/Hillside (Girls Elem)	9:00 am – 4:00 pm	Dismissal at 12:30 pm	11:00 am – 4:00 pm
Yeshiva K'Tana/S.Elm (Boys Elem)	8:15 am – 4:45 pm	Dismissal at 12:30 pm	10:15 am – 4:45 pm

Revised August 14, 2025

ATTACHMENT 1 – Operational Schedules

Holidays 2026

The following days are hereby designated as holidays for 2026:

New Year's Day	Thursday	January 1, 2026
Three King's Day	Tuesday	January 6, 2026
Martin Luther King, Jr. Day	Monday	January 19, 2026
President's Day	Monday	February 16, 2026
Lincoln's Birthday	Tuesday	February 17, 2026
Eid al-Fitr	Friday	March 20, 2026
Good Friday	Friday	April 3, 2026
Memorial Day	Monday	May 25, 2026
Juneteenth	Friday	June 19, 2026
Independence Day	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026
Columbus Day	Monday	October 12, 2026
Veterans' Day	Wednesday	November 11, 2026
Thanksgiving Day	Thursday	November 26, 2026
Christmas Day	Friday	December 25, 2026

ATTACHMENT 2 – SCHOOL LISTING

WATERBURY PUBLIC SCHOOLS
ELEMENTARY SCHOOLS

School Name	Principal	School Address	Phone Number
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Brittany Dunn	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Clemente, Roberto, International	Ms. Diurca Tomasella	116 Beecher Avenue, 06705	203-741-8364
Cross, Wendell	Mrs. Donna Cullen	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Dr. Jennifer Rosser	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Ms. Kristen Gaudiosi	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Erika Lanza	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Julissa Crespo	2 Cypress Street, 06706	203-574-8173
Kingsbury	Ms. Hannah Sam	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Mrs. Diane Bakewell	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Erik Brown	33 Griggs Street, 06704	203-574-8180
Regan	Mrs. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Mrs. Robin Henry	380 Pierpont Road, 06705	203-574-8168
Sprague	Ms. Stephanie Carpentieri	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Mr. Ryan Sullivan	809 Highland Avenue, 06708	203-574-8186
Walsh	Dr. Maureen Wilson	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Mr. Michael Theriault	235 Birch Street, 06704	203-573-6660

MIDDLE SCHOOLS

School Name	Principal	School Address	Phone Number
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsamo	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120

HIGH SCHOOLS

School Name	Principal	School Address	Phone Number
Crosby	Mr. Michael Veronneau	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Dr. Maria Stasaitis	16 South Elm Street, 06706	203-573-6300
Waterbury Career Academy	Mr. Michael Harris	175 Birch Street, 06704	203-574-6000
Wilby	Mr. Kenny Pierresaint	568 Bucks Hill Road, 06704	203-574-8100

PROGRAMS

School Name	Principal	School Address	Phone Number
Enlightenment	Ms. Lauren Miele	54 Griggs Street, 06704	203-574-8028
State Street	Mrs. Lisa Ariola- Simoes	30A Church Street, 06702	203-574-8050

NON-PUBLIC, OUT-OF-DISTRICT AND PAROCHIAL SCHOOLS

School Name	Principal	School Address	Phone Number
ACES @ Chase	Frank LaBanca	565 Chase Parkway, 06708	Will be Given to Winning Proposer
ACES Wintergreen	Dr. Zakiyyah Baker	670 Wintergreen Avenue Hamden, 06514	
Alpha & Omega Christian Academy	Pastor Burke	50 Linden Street, 06702	
Brass City Charter	Barbara Ruggiero	289 Willow Street, 06710	
Catholic Academy	Christa Chowkowski	386 Robinwood Road, 06708	
Children's Community	Katherine Sniffin	23 John Street, 06708	
Holy Cross	Mike Pompei	587 Oronoke Road, 06708	
Kaynor Technical School	Dr. Kenneth Hilliard	43 Tomkins, Street, 06708	
Our Lady of Mount Carmel	Jack Tavares	645 Congress Avenue, 06708	
Southington Vo-Ag	Rich Aroian, Principal Kathleen Reynolds, Assistant Principal	720 Pleasant Street, Southington, 06489	
UCONN Waterbury	Fumiko Hoefi	99 East Main Street, 06702	
Yeshiva Gedolah	Rabbi Brecher	359 Cooke Street, 06710	
Yeshiva K'lana	Rabbi Karr	32 Hillside Avenue, 06710	

OUT-OF-DISTRICT SITES

School District	Superintendent	District Address	District Phone #
Naugatuck Public Schools	Melissa Cooney, Int Superintendent	497 Rubber Avenue, Naugatuck 06770	Will be Given to Winning Proposer
Plymouth/Terryville Public Schools	Brian Falcone, Superintendent	27 North Harwinton Avenue, Terryville 06786	
Region 15 Public Schools	Joshua Smith, Superintendent	1212 Whittemore Road, Middlebury 06762	
Thomaston Public Schools	Francine Coss, Superintendent	185 Branch Road, Thomaston 06787	
Wolcott Public Schools	Shawn Simpson, Superintendent Joseph Norcross, Asst Super	1488 Woodtick Road, Wolcott 06716	

REQUEST FOR PROPOSAL #8612
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

STUDENT BUS TRANSPORTATION SERVICES
FOR REGULAR EDUCATION PROGRAM

ATTACHMENT 3 - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)

_____

_____

_____

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

ATTACHMENT 3 – PRICE PROPOSAL FORM A
GASOLINE

REQUEST FOR PROPOSAL #8612
CONTRACTOR NAME: _____

1. REGULAR ED AND OTHER BUSSING SERVICES		BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required. Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus					
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School.	Daily Charge Per Bus					
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus					
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus					
E.	After School Programs Not Covered in D Above	Daily Charge Per Bus					
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus					
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge Per Bus					
H.	Bus Aides (Optional) Daily Rate Hourly Rate						

Specify engine size, HP/RPM: _____

_____

ATTACHMENT 3 – PRICE PROPOSAL FORM B
PROPANE

REQUEST FOR PROPOSAL #8612
CONTRACTOR NAME: _____

	1. REGULAR ED AND OTHER BUSSING SERVICES	BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus					
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School.	Daily Charge Per Bus					
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus					
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus					
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus					
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus					
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge Per Bus					
H.	Bus Aides (Optional) Daily Rate Hourly Rate						

Specify engine size, HP/RPM: _____

_____

ATTACHMENT 3 – PRICE PROPOSAL FORM C
ELECTRIC

REQUEST FOR PROPOSAL #8612
CONTRACTOR NAME: _____

	1. REGULAR ED AND OTHER BUSSING SERVICES	BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required. Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus					
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School.	Daily Charge Per Bus					
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus					
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus					
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus					
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus					
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge Per Bus					
H.	Bus Aides (Optional) Daily Rate Hourly Rate						

Specify engine size, HP/RPM: _____

_____

ATTACHMENT 3 – PRICE PROPOSAL FORM D
NON-DIESEL HYBRID

REQUEST FOR PROPOSAL #8612
CONTRACTOR NAME: _____

	1. REGULAR ED AND OTHER BUSING SERVICES	BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required. Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus					
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School.	Daily Charge Per Bus					
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus					
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus					
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus					
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus					
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge Per Bus					
H.	Bus Aides (Optional) Daily Rate Hourly Rate						

Specify engine size, HP/RPM: _____

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Company Name

Corporate Officer
(if applicable)

By:_____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____ Email:_____

END OF ATTACHMENT 3

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

Attachment B Documents

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE and NON-COLLUSION STATEMENT

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____
Social Security Number
or Federal Identification Number

_____
Signature of Individual or Corporate Name

_____
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email: _____
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL #8612
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

STUDENT BUS TRANSPORTATION SERVICES
FOR REGULAR EDUCATION PROGRAM

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	$1,000,000 each Occurrence $2,000,000 General Aggregate $2,000,000 Products/ Completed Operations Aggregate
Auto Liability:	$1,000,000 Combined Single Limit each Accident Any Auto, All Owned and Hired Autos
Workers Compensation:	WC Statutory Limits Employer Liability (EL) $1,000,000 EL each Accident $1,000,000 EL Disease each Employee $1,000,000 EL Disease Policy Limits
Excess/Umbrella Liability:	$50,000,000 each Occurrence $50,000,000 Aggregate
Abuse/Molestation Liability:	$1,000,000 each Occurrence $1,000,000 Aggregate (Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

ATTACHMENT 3 – PRICE PROPOSAL FORM A
Base (Gasoline) - 5 Yr Max Fleet
Revised Offer - 2/17/2026
REQUEST FOR PROPOSAL #8612
CONTRACTOR NAME: Durham School Services, L.P.

1. REGULAR ED AND OTHER BUSSING SERVICES		BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required. Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus	$499.92	$524.92	$551.17	$578.73	$607.67
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School.	Daily Charge Per Bus	Added $499.92 Deleted $435.85	Added $524.92 Deleted $457.64	Added $551.17 Deleted $480.52	Added $578.73 Deleted $504.55	Added $607.67 Deleted $529.78
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus	$96.57	$101.40	$106.47	$111.79	$117.38
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus	$96.57	$101.40	$106.47	$111.79	$117.38
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus	$184.76	$194.00	$203.70	$213.89	$224.58
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus	$590.42	$619.94	$650.94	$683.49	$717.66
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge Per Bus	$693.06	$727.71	$764.10	$802.31	$842.43
H.	Bus Aides (Optional) Daily Rate Hourly Rate	Bus Aides/Monitors Hourly Rate	$37.55	$39.43	$41.40	$43.47	$45.64

* Cost of performance bond included in above rates

ATTACHMENT 3 – PRICE PROPOSAL FORM A
Base (Propane) - 5 Yr Max Fleet
Revised Offer - 2/17/2026
REQUEST FOR PROPOSAL #8612
CONTRACTOR NAME: Durham School Services, L.P.

1. REGULAR ED AND OTHER BUSSING SERVICES		BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required. Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus	$522.26	$548.37	$575.79	$604.58	$634.81
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School.	Daily Charge Per Bus	Added $522.26 Deleted $455.33	Added $548.37 Deleted $478.1	Added $575.79 Deleted $502.01	Added $604.58 Deleted $527.11	Added $634.81 Deleted $553.47
C.	Early Dismissal as Required (Split Dismissal)	Hourly Rate Per Bus	$100.63	$105.66	$110.94	$116.49	$122.31
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus	$100.63	$105.66	$110.94	$116.49	$122.31
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus	$192.54	$202.17	$212.28	$222.89	$234.03
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus	$616.80	$647.64	$680.02	$714.02	$749.72
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge Per Bus	$723.52	$759.70	$797.69	$837.57	$879.45
H.	Bus Aides (Optional) Daily Rate Hourly Rate	Bus Aides/Monitors Hourly Rate	$37.55	$39.43	$41.40	$43.47	$45.64

* Cost of performance bond included in above rates

ATTACHMENT 3 – PRICE PROPOSAL FORM A

Alternate #1 (Gasoline) - 50 Bus Replacements Per Yr for 3 Years
Revised Offer - 2/17/2026

REQUEST FOR PROPOSAL #8612

CONTRACTOR NAME: Durham School Services, L.P.

1. REGULAR ED AND OTHER BUSSING SERVICES		BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus	$492.93	$517.58	$543.46	$570.63	$599.16
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School	Daily Charge Per Bus	Added $492.93 Deleted $429.76	Added $517.58 Deleted $451.25	Added $543.46 Deleted $473.81	Added $570.63 Deleted $497.5	Added $599.16 Deleted $522.38
C.	Early Dismissal as Required (Split Dismissal)	Hourly Rate Per Bus	$93.63	$98.31	$103.23	$108.39	$113.81
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus	$93.63	$98.31	$103.23	$108.39	$113.81
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus	$179.13	$188.09	$197.49	$207.36	$217.73
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus	$582.16	$611.27	$641.83	$673.92	$707.62
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations.	Daily Charge Per Bus	$680.19	$714.20	$749.91	$787.41	$826.78
H.	Bus Aides (Optional) Daily Rate Hourly Rate	Bus Aides/Monitors Hourly Rate	$37.55	$39.43	$41.40	$43.47	$45.64

* Cost of performance bond included in above rates

ATTACHMENT 3 – PRICE PROPOSAL FORM A
Alternate #1 (Propane) - 50 Bus Replacements Per Yr for 3 Years
Revised Offer - 2/17/2026
REQUEST FOR PROPOSAL #8612
CONTRACTOR NAME: Durham School Services, L.P.

1. REGULAR ED AND OTHER BUSSING SERVICES		BASIS FOR RATE	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
A.	Regular Daily Transportation AM & PM Busses as Required. Bid shall be Based on Supplying a Minimum of 130 School Busses.	Daily Charge Per Bus	$511.16	$536.72	$563.56	$591.74	$621.33
B.	For Busses Added or Deleted to 130 Busses during the Term or for Summer School.	Daily Charge Per Bus	Added $511.16 Deleted $445.65	Added $536.72 Deleted $467.93	Added $563.56 Deleted $491.33	Added $591.74 Deleted $515.9	Added $621.33 Deleted $541.7
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus	$97.69	$102.57	$107.70	$113.09	$118.74
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Education Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus	$97.69	$102.57	$107.70	$113.09	$118.74
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus	$186.91	$196.26	$206.07	$216.37	$227.19
F.	Daily Round Trip Transportation of Students from designated pick up locations to Southington High School, VO-AG Program, Southington, CT and Return to designated drop-off locations.	Daily Charge Per Bus	$603.70	$633.89	$665.58	$698.86	$733.80
G.	Daily Round Trip Transportation of Regular Education Out-of-District Students from Designated Pick Up Locations in Naugatuck, Plymouth/Terryville, Region 15 (Middlebury/Southbury), Thomaston, and Wolcott, CT and Return to Designated Drop-off Locations	Daily Charge Per Bus	$706.54	$741.87	$778.96	$817.91	$858.81
H.	Bus Aides (Optional) Daily Rate Hourly Rate	Bus Aides/Monitors Hourly Rate	$37.55	$39.43	$41.40	$43.47	$45.64

* Cost of performance bond included in above rates

ORIGINAL



School Bus Transportation

The City of Waterbury Department of Education
Waterbury, CT

RFP #8612, Student Bus Transportation Services for Regular Education Program
January 27, 2026, 2:30 PM

DURHAM
SCHOOL SERVICES

Table of Contents

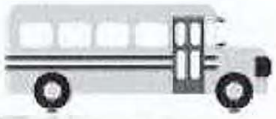
Cover Letter ..... **Cover Letter**
Executive Summary ..... **Executive Summary**
Required Documentation ..... **Required Documentation**
Proposer Information ..... **Tab 1**
Experience, Expertise and Capabilities ..... **Tab 2**
- Staff Resumes

Statement of Qualifications and Work Plan ..... **Tab 3**
- DriveCam Brochure
- BusZone Brochure
- BusReport Brochure

Cost Schedule ..... **Tab 4**
- Attachment 3 – Cost Proposal Cover Page
- Attachment 3 – Price Proposal Form A Gasoline
- Attachment 3 – Price Proposal Form B Propane
- Attachment 3 – Price Proposal Form C Electric
- Attachment 3 – Price Proposal Form D Non-Diesel Hybrid
- Signature Page

Information Regarding: Failure to Complete Work, Default and Litigation ..... **Tab 5**
Exceptions and Alternatives ..... **Tab 6**
Additional Data ..... **Tab 7**
- Health and Wellness
- Customer Service
- Safety
- Hiring, Training and Retention
  - Healthcare Brochure
- Fleet and Maintenance
- Facility and Environment
- Finance and Insurance
  - Certificate of Insurance

The required flash drive is located in the inside pocket of the binder marked "Original."



Cover Letter

Getting students to school safely, on time and ready to learn®.

DURHAM SCHOOL SERVICES

Living our values every day.

Safety, Excellence, Customer, People, and Community & Environment

DURHAM
SCHOOL SERVICES

January 27, 2026

Kevn McCaffery
Director of Purchasing
The City of Waterbury Department of Education
235 Grand Street, Suite 103
Waterbury, CT 06702

Dear Mr. McCaffery,

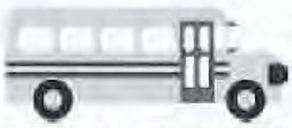
Durham School Services is pleased to submit the enclosed response to The City of Waterbury Department of Education's request for proposal #8612 to provide student bus transportation services for regular education program.

Since 2006, when our partnership with The City of Waterbury Department of Education began, Durham has had a consistent track record of providing safe, on time, and efficient transportation services which are customer focused. We have worked with you to find opportunities to save costs while maintaining the high standard of quality you have come to expect.

Continuing with Durham provides continuity and minimizes the inherent risk and potential disruption often caused with a change of contractor. We understand how to deliver solutions and results in this environment. We are proud of the partnership we've established with The City of Waterbury Department of Education and its community over the last 19 years, and we are confident we're the best partner for you going forward.

Highlights of our proposal include:

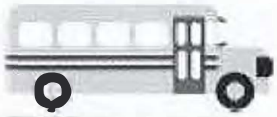
- **Local Team** – Our dedicated team of proven transportation professionals whose experience servicing the needs of The City of Waterbury Department of Education are unmatched.
- **Financial Strength** – Ensure you that we are able to meet The City of Waterbury Department of Education's needs throughout the contract term.
- **Technology–** Industry leading technology that delivers the safest and most efficient service to the families of Waterbury.
- **Partnership** – A joint collaboration between Durham School Services and the district has been created that has proven to improve and benefit our employee performance so that we can meet the specific needs of The City of Waterbury Department of Education's students, employees and the community.
- **Operational Plan** – A plan for account management, routing, reporting, and compliance with state and federal regulations proven effective throughout our partnership with The City of Waterbury Department of Education.



Durham School Services will continue to devote the resources, both locally and from our corporate headquarters, needed to provide the safest, most cost-effective school bus transportation services that The City of Waterbury Department of Education has come to expect. We look forward to having the opportunity to renew our partnership and continue serving the district, the students, the parents, and the community. Please review the ***Executive Summary*** section of the proposal that provides highlights of our plan.

Respectfully,

John Ziegler, Director of Business Development
Durham School Services, L.P.
Summit™ SCHOOL SERVICES
Direct #: (904) 505-9836
Email: john.ziegler@durhamschoolservices.com



Executive Summary

Getting students to school safely, on time and ready to learn®.

DURHAM SCHOOL SERVICES

Living our values every day.

Safety, Excellence, Customer, People, and Community & Environment



Executive Summary

Durham School Services is pleased to submit the enclosed response to The City of Waterbury Department of Education's request for proposal #8612 to provide student bus transportation services for regular education program.

Continue to experience *The Durham Difference*® as you have in the past! Great service, experience, our people, and employee compensation that works!

Proposed School District Benefits

As a student transportation provider for more than 100 years, our experience has led us to become an industry leader capable of offering our customers an unmatched level of service. Our transportation services include a wide range of tools including the latest, and we feel most effective, safety monitoring tools and equipment today, because student safety is our priority. Our proposal includes the following benefits for your school district:

- Minimized risk of disruption to service due to changing contractor.
- Durham has included DriveCam cameras on each bus.
- Zonar EVIR/GPS and SEON cameras in each route and spare vehicle.
- Samsara – we will be transitioning to Samsara as our vehicle platform provider to include GPS, Outward facing camera system as well as vehicle maintenance support. This new technology will replace Zonar and Lytx and be industry leading
- Community Involvement – We will support your district's community programs.
- General manager Melanie Keith and the local senior team, along with our regional and corporate staffs will continue to enhance and improve our current partnership.
- Drivers will continue to have the opportunity to participate in our health insurance plan. By providing health insurance for our drivers and monitors we enable them to get medical attention when sick. This helps ensure the well-being of our employees and students we care for.
- Our employees are eligible to participate in a 401(k) retirement plan with a company match up to 4%. By providing a company match this encourages our employees to be a part of the team for many years to come. Tenured drivers are safer.
- Our total compensation plan will help reduce turnover. This ensures you of continued quality service because Durham drivers will be more experienced and more familiar with your students and their routes.
- Receive access to our proprietary suite of safety technologies that is unmatched in the student transportation industry today, including Zonar®, BusZone, Lytx DriveCam® and BusReport® -- all included in your student transportation program with Durham. **Additional information can be found in our Technology section.**
    - We use a 13-touchpoint Zonar® inspection tool for each pre- and post-trip inspection to monitor both vehicle maintenance and to perform diligent child checks.

- BusZone, a mobile app, allows parents to view their students' current bus location and information about the route in near real-time, including the scheduled and estimated arrival times to the stop. The goal is to provide parents with a greater sense of comfort and visibility with their students' transportation.
- Lytx DriveCam® is now offered to our customers as a complimentary safety data collection tool. We are the only provider in the industry to equip each of our buses with DriveCam® technology. DriveCam® is a windshield-mounted camera that records both the driver and the road in the event of a hard brake, sudden swerve or rapid change in speed. This greater visibility into driving behavior is reviewed by our safety team and additional training is provided to our drivers as needed.
- BusReport™ is our proprietary cloud-based reporting tool where we receive both compliments and complaints from the customers, parents, and communities in which we operate. Feedback is recorded in real-time and a timely response is provided. The feedback we receive is directly related to our performance-improvement plan for driver training and vehicle maintenance.

The Durham Difference® is: Exceptional Customer Service

Our managers are constantly faced with the challenge of providing exceptional customer service. This is what sets a contractor operated bus system apart from a public system. We must remain vigilant to seek efficiencies and pass along the benefits in order to keep costs down and ensure value for every dollar spent. This way you can be assured that you are best spending your precious tax dollars.



Honesty, accountability, and transparency are how we approach all matters. We will continue to work with The City of Waterbury Department of Education to uncover problems and issues for resolution and constantly communicate with you during all steps of the way. We are a company that is willing to work with you so that together we shall continue to exceed the student transportation expectations of your school district. At Durham, we believe the customer is the heart of our business. We understand your district's need to continue to have affordable yet dependable student transportation services.

Safety is Always Our First Priority

The safety of each student and employee is our first commitment and Durham School Services knows there is no substitute. We constantly strive to find the safest way to operate, not the most expedient or least expensive.

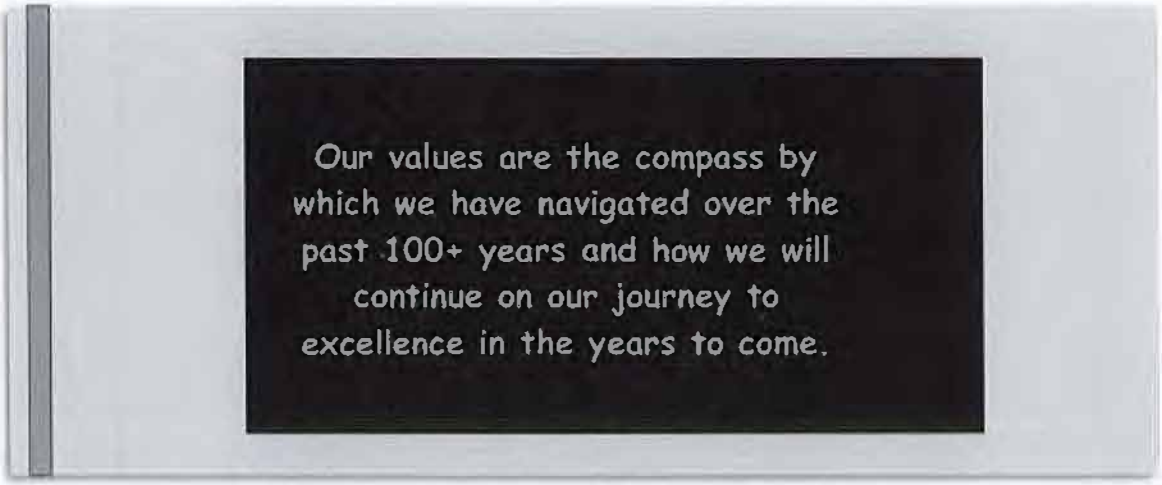
The best trained drivers in the business work for Durham. Buses are built with safety in mind, but it is the drivers who make the buses safe. We are committed to continually developing innovative training strategies and programs designed to keep the safest drivers operating our buses. We understand the importance of what we do, and we work tirelessly to ensure safety is our first priority.

High Caliber Local Leadership

The Durham Difference®—Our vision is to deliver service excellence to earn the trust and loyalty of our clients, customers, and employees. Durham empowers local management to make decisions that positively impacts the customer service and satisfaction with both the school district and the community.

Core Values

Our five core values are focused on safety, customers, people, communities, and excellence. We live these values throughout the organization. Nobody else will try harder for our customers than we do. As you will read in our proposal, our company's number one priority is **getting children to school safely, on time and ready to learn®.**

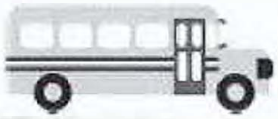


A Team You Can Count On

Durham School Services has a wealth of experience, serving more than 250 educational partners across the United States. We understand the challenges of running a student transportation program and are committed to working in partnership with the districts we serve. Our local team will work diligently to build solid relationships with administrators, teachers and drivers while providing the best possible service to the students. We plan to become active members of your community, and we will make every effort to support local initiatives. We are delighted to be considered to provide professional services to your district and are confident we can provide outstanding services to your students, your district, and your community.

Should you have any further questions regarding this proposal, please contact John Ziegler, Director of Business Development, at (904) 505-9836.

Our company's policies, programs and procedures included in this proposal are those currently in effect. We reserve the right to revise our policies, programs, and procedures over time.



Required Documentation

Getting students to school safely, on time and ready to learn®.

DURHAM SCHOOL SERVICES



Living our values every day.

Safety, Excellence, Customer, People, and Community & Environment

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Durham School Services, L.P.

(Name of Company, if applicable)

Kristin T Aleman By: Durham Holding II, L.L.C., its General Partner

Signature of Individual (or Authorized Signatory)

January 22, 2026

Date

Kristin Aleman VP, Controller

Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Durham School Services, L.P.
27755 Diehl Road, Suite 100A
Warrenville, IL 60555

Print Name and Title of Authorized Representative:

Kristin Ajeman VP, Controller

Signature of Authorized Representative:

By: Durham Holding II, L.L.C., its General Partner

Date: January 22, 2026

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Illinois

SS.: 95-3320487

County of DuPage

Kristin Aleman, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** VP, Controller of Durham School Services, L.P. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

___ Neither the Contractor **nor any owner**, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

___ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Organization Name	Address	Type of Ownership
1	None		
2			
3			
4			

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	None			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

By: Durham Holding, II, L.L.C., its General Partner

Witness

Durham School Services, L.P.

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: Kristin T Aleman
~~Name of General Partner/ Sole Proprietor~~

By: Durham Holding II, L.L.C., its General Partner Limited Partnership

27755 Diehl Road, Suite 100A, Warrenville, IL 60555
Address of Business

State of Illinois)

) SS

County of DuPage)

Kristin Aleman being duly sworn,

Deposes and says that he/she is VP, Controller of Durham School Services, L.P. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 22nd day of January 2026

Anna Elizabeth Welsh
(Notary Public)

My Commission Expires: 2/10/2029

Official Seal
ANNA ELIZABETH WELSH
Notary Public, State of Illinois
Commission No. 1004277
My Commission Expires February 10, 2029

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix Corporate Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Illinois)

) SS

County of DuPage)

Kristin Altman being duly sworn,

deposes and says that he/she is VP. Controller of Durham School Services, L.P. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 22nd day of January 2026.

Anna Elizabeth Welsh
(Notary Public)

My Commission Expires: 2/10/2029

Official Seal
ANNA ELIZABETH WELSH
Notary Public, State of Illinois
Commission No. 1004277
My Commission Expires February 10, 2029

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 January 16, 2026 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

95-3320487
Social Security Number
or Federal Identification Number

Kristin T Aleman By: Durham Holding II, L.L.C., its General Partner
Signature of Individual or Corporate Name

N/A
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Kristin Aleman
By: VP, Controller
(Title)
Business Address: 27755 Diehl Road, Suite 100A
(City, State, Zip Code)
Warrenville, IL 60555
Phone: (904) 505-9836
Email: john.zigler@durhamschoolservices.com
Date: January 22, 2026

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Tab 1



Proposer Information

Getting students to school safely, on time and ready to learn®.

DURHAM SCHOOL SERVICES

Living our values every day.

Safety, Excellence, Customer, People, and Community & Environment

Proposer Information

A. Firm Name

Durham School Services, L.P.

B. Permanent main office address

27755 Diehl Road, Suite 100A
Warrenville, IL 60555

C. Date firm organized

1917

D. Legal Form of ownership

Formed in Delaware as a Limited Partnership.

E. How many years have you been engaged in services you provide under your present name?

Since 2002.

F. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

Tim Wertner

Chief Executive Officer – Student Transportation



With more than 30 years of experience, Tim Wertner, joined Durham School Services as the CEO of Student Transportation, North America, in 2023. Before joining the organization, Tim worked with FedEx in various roles, including the Senior Vice President of U.S. Operations, Western Division, and Senior Vice President of U.S. Air, Ground, and Freight Services (AGFS). His experience entails effectively exercising full profit and loss (P&L) responsibility for strategies, tactics, and operational procedures, as well as successful leadership of immense and diverse workforces and customer engagement.

Tim holds a Bachelor of Science in Managerial Economics from the University of La Verne and a Master of Business Administration from the University of California at Irvine.

Steffany Cunningham
General Counsel – North America



Steffany Cunningham is a legal business partner and broad corporate generalist with over 25 years of collective experience managing commercial, transactional (both domestic and international), contractual, real estate, M&A, and compliance matters on behalf of organizations. She joined Durham School Services in 2019 as Vice President and Assistant General Counsel, Contracts and Corporate Governance until her recent promotion to General Counsel – North America.

Prior to joining National Express, she served for six years as general counsel for DirectBuy, Inc., located in Merrillville, IN, where she managed compliance, transactions, investigations of employee ethics across North America for the organization.

Steffany previously worked with the Walt Disney Co., located in Celebration, FL where she led the compliance efforts to support the sales and development of world class resorts valued at over $800MM. In this role she and her team created and drafted auditing policies, standard operating procedures, and training for a 200+ global sales and operations team. Steffany has also held positions with the Northern Trust Co. and Sears Roebuck & Co.

Steffany is member of the of the Black Women Lawyer's Association of Greater Chicago, a board member of the Cornerstone Ministries Food Drive, and a Chicago Urban League Impact Mentor.

She holds a J.D. from Creighton University School of Law and a B.S. from Northwestern University in Industrial Engineering & Management Services.

Sara Lissick
Chief Financial Officer



Sara Lissick joined the Company as Chief Financial Officer (CFO) in 2025. Sara will manage all operations and processes related to finance, accounting, and tax and lead those respective teams in achieving the Company's financial and business goals. Further, in tandem with the CEO, Sara will work to create and implement strategic financial goals and oversee revenue, capital, and expense related business operations.

Sara is an experienced finance professional with an impressive and expansive 20+ year career in the finance field and possesses additional experience in IT, risk management, and corporate development and procurement. Prior to joining Durham, Sara served as CFO for Cambria and served in a similar capacity for SitelogIQ and Shutterfly where she advised and partnered with leaders to drive strategic growth and savings, generate revenue, and also led and managed areas and teams related to accounts receivable and payable, treasury, and more.

Tab 2



Experience, Expertise, and Capabilities

Getting students to school safely, on time and ready to learn®.

DURHAM SCHOOL SERVICES

Living our values every day.

Safety, Excellence, Customer, People, and Community & Environment

Experience, Expertise and Capabilities

At Durham School Services, we believe our customer is the heart of our business; we have over 100 years of experience delivering safe and dependable student transportation services to our customers. We understand a district's need to have affordable yet dependable student transportation services. Through the years, we have helped the district overcome challenges and create strategies for more efficient student transportation delivered with outstanding customer service.



Client References

The best way for your district to know how happy our clients are is to contact them directly. **Please refer to the following page for our Connecticut reference information. We have serve over 400 school districts/customers throughout North America and will be happy to provide additional contacts if needed.**

Note: Our client information is confidential and should only be reviewed by your district.

References

CT Customer List

CT Customer	Information
Contact person	Kevin Dion
Position	Director of Operations
Name of school district	Trumbull Public Schools
Address	6254 Main Street
Phone number	203-452-4310
Type of transportation	Regular and special needs
Terminal Manger	Christina Liotta
Length of service	22-Oct-23
Routes	84 - Full Size Buses and A Type Buses and Vans
Contract Start to current	7/1/2018 - 7/1/2028

CT Customer	Information
Contact person	Aaron Fliss
Position	Director of Administrative Services
Name of school district	Madison Public Schools
Address	10 Campus Drive
Phone number	203-245-6314
Type of transportation	Regular and Special Needs
Terminal Manger	Dawn Vece
Length of service	9/8/2000
Routes	54- Full Size Buses, A Type Buses and Vans
Contract Start to current	7/1-2021 to 6/30/2030

CT Customer	Information
Contact person	Sean Brennan
Position	Superintendent of Business and Operations
Name of school district	Milford Public Schools
Address	70 West River Street
Phone number	203-783-3405
Type of transportation	Regular and Special Needs (we do not employ aides)
Terminal Manger	Neil Martino
Length of service	9/25/2006
Routes	62 - Full Size Buses, A Type Buses and Vans
Contract Start to current	8/1/2017 to 7/31/2030

CT Customer	Information
Contact person	Johanna Zanvettor
Position	Transportation Director
Name of school district	Norwalk Public Schools
Address	125 East Avenue
Phone number	203-854-4074
Type of transportation	Regular and Special Needs
Terminal Manger	Benita Hargett
Length of service	10/20/2020
Routes	69 - Full Size Buses, A Type Buses and Vans
Contract Start to current	7/1/2020 to 6/30/2028

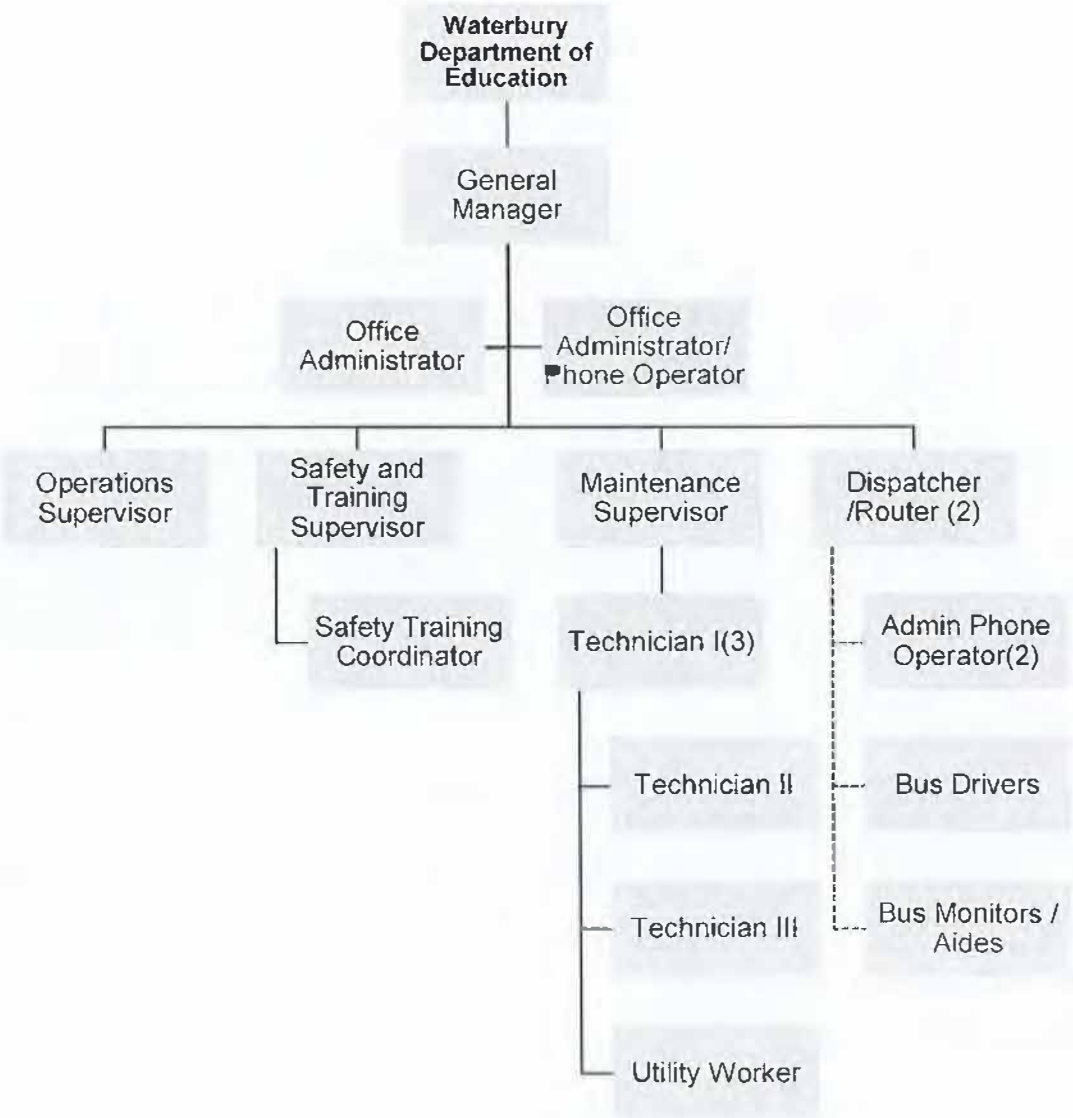
CT Customer	Information
Contact person	Susan Hughes
Position	Transportation Director
Name of school district	Stratford Public Schools
Address	1000 East Broadway
Phone number	203-385-4224
Type of transportation	Regular and Special Needs
Terminal Manger	Toni Viapiano
Length of service	8/1/1988
Routes	52- Full Size Buses and A Type Buses and Vans
Contract Start to current	7/1/2018 to 6/30/2029

Current Waterbury Contract	Information
Contact person	Jeff Hunter
Position	Transportation Director
Name of school district	Waterbury School District
Address	236 Grand Street
Phone number	203-574-8037
Type of transportation	Regular Home to School
Terminal Manger	Melanie Keith
Length of service	8/25/2014
Routes	134- Full Size Buses
Contract Start to current	7/1/2011 to 6/30/2026

Key Personnel

Organizational Chart

The following is our proposed organizational chart for your school district.



Staffing and Management Personnel

LOCAL SUPPORT STAFF

Durham School Services will provide management and support personnel who are thoroughly trained and experienced in operating a transportation program that accommodates the size of your district. We will implement a staffing plan directly supported by our regional and corporate headquarters' employees to manage your operations..



We have attached resumes of key staff members at the end of this section

Management and staff responsibilities include:

General Manager

The general manager (GM) role is responsible for the overall operations and performance of the customer service center (CSC) and establishes CSC performance goals that are aligned with our company's performance objectives. This leadership role focuses on continuous improvement in the areas of operations, finance, safety and operating systems. The priority of the GM is to ensure the effective delivery of service and maintaining and enhancing customer relationships.

Office Administrator

The office administrator role supports back and front office processes and is the initial point of contact for internal and external visitors. This position ensures efficient management of information dissemination throughout the location. This position will also assist the general manager in all administrative tasks as needed

Office Administrator/Phone Operator

The office administrator/phone operator role supports the answering of phone calls as well in electronic response via email with all customers, parents and administrators. This position ensures efficient responses and timely assistance in customer concerns.

Operations Supervisor

The operations supervisor role is responsible for delivering, assessing and overseeing continued student transportation operations including ensuring the delivery of excellent student transportation services while maintaining high customer satisfaction. This position directly oversees more than one of the following daily operations at the CSC: driver workforce, routing and dispatch, overall vehicle activities, customer service and overall CSC operational productivity.

Safety and Training Supervisor

The safety and training supervisor role identifies key safety issues affecting the safety of passengers and employees and takes corrective action to resolve these concerns. This role also supports the recruitment and selection of qualified school bus drivers and provides ongoing training according to company established guidelines and legal requirements. The leadership role also manages, plans, develops, schedules, delivers and improves bus transportation training programs. Overall, this position ensures a commitment to safety through effective leadership, role modeling and implementing practices that demonstrate safety is a core value and priority in all aspects of work.

Safety Training Coordinator

The safety training coordinator role coordinates, conducts and documents required training for employees, conducts monthly safety workshops for drivers, coordinates and documents semi-annual behind-the-wheel school bus driver evaluations. This position also assists in the development and administration of customer safety awareness programs and company-sponsored safety programs while liaising with our customers to assess and evaluate safety issues, generate reports and follow-up as required. There is a compliance administration function to this role as well which includes reviewing records and performing administrative safety duties as needed.

Maintenance Supervisor

The maintenance supervisor role oversees, diagnoses, schedules and repairs vehicles in order to accomplish results and meet business objectives. This leader provides day-to-day supervision of the coordination, scheduling and auditing of preventative, electrical and mechanical maintenance repairs for our school buses to ensure operational readiness during scheduled working hours.

Technician I

The technician I role is an expert-level diesel and gas position which is responsible for repairs to all aspects of vehicles including preventative maintenance inspections and repairs, air and hydraulic brake repairs, tire repairs, warranty procedures, driveline, steering and suspension, electrical trouble-shooting, AC, refrigeration, overheads, overhauls and rebuilds of engines and transmissions.

Technician II

The technician II role is responsible for repairs to all aspects of vehicles and/or school buses under direct supervision of immediate supervisor or technician I. Repairs will include but not be limited to: preventative maintenance inspections and repairs, air and hydraulic brake repairs, warranty procedures, driveline, steering and suspension, electrical trouble-shooting and AC. Complies with safety and compliance procedures and continues to learn new technology in advanced diagnostics, internal engine and transmission repairs.

Technician III

The technician III role is an entry-level position that will assist technicians in preventative maintenance activities. This position will be required to work/train with a senior technician (technician I or II) which provides opportunities to train in technician II level responsibilities.

Utility Worker

The utility worker role is an entry-level mechanic position which provides timely and efficient vehicle and facility maintenance and repair support to the technicians at assigned facility.

Dispatcher/Router

The dispatcher/router role develops and maintains student transportation routes using routing software to comply with contractual requirements. The key focus to this role is to schedule and dispatch drivers to appropriate buses/vehicles to ensure the daily coverage of all routes and to evaluate bus routes for the purpose of providing transportation services that are safe and cost effective while meeting high quality standards.

Bus Drivers

The bus driver role transports students to and from school, following a preplanned route according to a definite time schedule. The key focus of this role is to safely operate buses in compliance with traffic regulations and ensure the safety of school children in loading, unloading and transporting them to and from school.

Bus Monitors/Aides

The bus monitor/aide role assists the driver in ensuring the safety of the children while they ride, board, or exit the vehicle or during emergencies.

Durham will work diligently to ensure the same substitute bus driver and/or bus monitor will be provided for the same route of the particular absent driver and/or monitor.

REGIONAL AND CORPORATE SUPPORT STAFFS

Our regional and corporate support staffs work closely with each customer service center by monitoring customer satisfaction, operational trends, safety statistics, and employee relations, and by supporting community involvement. We pride ourselves on our outstanding client relationships through our open discussions, involvement with district board meetings, and regular visits for feedback and/or auditing procedures. Our regional and corporate support staffs will be available to your district along with the proposed onsite local team.

Paul Talarico
Senior Vice President of Operations – East Area



Paul Talarico joined Durham School Services in 2015 with 37 years of relevant transportation work experience. In his current role he manages the East Area, encompassing 12 states.

Previously Paul oversaw the NAOI team as vice president, responsible for process improvement and overall compliance to company established targets. Before that he was the senior director for NAOI. Before joining the operations improvement team, Paul held several operational roles including region manager for locations throughout the East Area with responsibility for all facets of school transportation operations including recruiting, retention, management training and development, safety, and maintenance oversight, as well as customer relations.

Prior to joining Durham School Services Paul worked for United Parcel Service in operations management in the Philadelphia metropolitan area. With expertise in route management, safety and performance KPIs and service excellence assignments, he held a number of different management roles within that organization.

Stephen Schmuck
Vice President of Operations – Northern New England Region



Stephen Schmuck has over 31 years of experience with Durham School Services in the student transportation industry. He is a 2015 Golden Merit Award recipient recognized for excellence in the industry for service, safety, and community responsibility. Stephen's knowledge, training and experience have been instrumental to his advancement within Durham School Services.

In his current role as vice president of operations for Durham, he oversees the transportation needs of customers throughout the Northeast. Stephen's partnerships with our customers ensure that they experience increased service and cost efficiencies, safety and training excellence, and access to a wealth of expertise in the field of student transportation. Previously he served as vice president of operations for multiple areas along the East Coast.

Brad Kerrigan
Area General Manager



Brad Kerrigan joined National Express in June 2019 and brings over 23 years of senior management experience in multi-state and multi-unit operations in retail and the transportation industry. He has extensive expertise in operations, logistics, and customer relations. Brad is an effective trainer and mentor to general managers throughout National Express and is committed to promoting the next generation of managers.

John Elliott, Jr.
Senior Vice President, Customer Operations



John Elliott, Jr. joined Durham in 2015 in an executive leadership role, overseeing our company's safety programs such as field safety support, safety training, safety analytics and safety audit. In March 2017, John took on the role as our senior vice president of business development assisting with acquisitions and leading our sales efforts for both school bus and transit. In June 2019, he transitioned into the role of senior vice president of customer operations. Throughout his 26-year career, John has held numerous leadership roles in the petrochemical industry. Before joining NELLC, he was at Chevron Phillips Chemical Company, where he spent the majority of his tenure overseeing global/domestic sales and marketing of key product lines where he acquired considerable management, purchasing and commercial experience.

Brian Csorba
Area Director of Safety – East



Brian Csorba joined Durham in 2024. He has 25 years of experience in business operations, risk, and safety in consumer, consulting, and corporate environments. Brian is experienced in mitigating operational risk and implementing controls and standards for compliance. Brian is committed to deliver efficient results through program management, training, communication, and a positive attitude in fast paced and dynamic work environments.

Michael Meegan
Area Maintenance Director - East



Michael Meegan joined Durham in 2019 with extensive experience in fleet maintenance management. In his current role, he is responsible for the oversight of maintenance operations across the eastern states to provide safe, effective, and efficient measures to all maintenance functions.

Previously, he has worked in both military and corporate business environments for over 17 years. His background includes multiple roles as a maintenance manager, a trainer, a lead technician, and a QA/QC inspector.

Michael earned a bachelor's degree in applied manufacturing technology from Northern Illinois University. Additionally, he obtained an associate degree and five certifications in applied Science in automotive technology at Illinois Valley Community College.

Tara Williams-Davis
Area Human Resources Director, East Region



Tara joined Durham in September 2021. She has 15 years of experience in human resource management as well as operations management while working for companies within the transportation, restaurant/hotel, and defense industries. Tara also has extensive experience in management coaching, employee relations, training and development, performance management, and operational improvement.

Tara has a Master of Business Administration degree, with a concentration in human resource management and a Bachelor of Science degree.

John Ziegler
Director of Business Development – East Region



John Ziegler began his career with Durham School Services in 2010 with 12 years of management and leadership experience in the school bus industry. He has held the roles of vice president of operations, region manager and director of business development for Durham in the Southeast Region, South Central Region and South Atlantic Region. John has also assisted with start-up operations in Florida, South Carolina, Indiana, Pennsylvania, Maryland, Virginia, and Georgia.

Before joining Durham, John worked for First Student where he held various roles including general manager, region operations manager, and region vice president for Florida, Georgia, South Carolina, North Carolina, Alabama, and Tennessee. In these roles, he was responsible for overseeing customer relations, start-up of new operations, and ongoing operational support. John is a veteran of the United States Marine Corps.

Conflict of Interest

We have no conflict of interest concerns to report.

MELANIE KEITH

GENERAL MANAGER

Education

CONTACT

Mdkeith13@gmail.com

413-668-7272

172 Beech St. Waterbury, CT 06704

REFERENCES

***CHRISTINA LIOTTA**
GM Durham Trumbull
203-666-6644

OBJECTIVE

I am a positive self-motivated and collaborative employee who understands the importance of attention to detail in my work. My self-discipline and strong work ethic will ensure you receive a great return on my salary. I have applied for this position because I am passionate about this work and your company values align with mine.

EXPERIENCE

DURHAM SCHOOL SERVICES
Waterbury, CT 06708
June 6th, 2022 – present
GM 1 with a new ATU Contract
Currently serving 134 routes in the City of Waterbury

WORCESTER, MA
JUNE 28TH 2021 – JUNE 6TH 2022

GM 1 FOR OUR WORCESTER LOCATION WHICH HAS 141 ROUTES AND TWO SEPARATE TEAMSTERS' UNIONS. RESPONSIBLE FOR THE DAILY OPERATIONS OF OUR TWO WORCESTER, MASS YARDS WHICH INCLUDES SPED AND BIG BUS, TOTALLING 168 EMPLOYEES.

DURHAM SCHOOL SERVICES
August 2014 – June 2021
GM 3 in Rocky Hill, CT
Responsible for the daily operations for a fleet of 50 buses and vans. Including but not limited to: Compass Payroll, Route and Charter scheduling, billing/invoicing, budget writing, P&L's, all aspects of hiring/safety and Dispatching.

DELUXE LIMOSUINE SERVICE

December 2007 – 2023

Part time Chauffeur for weddings, airports and nights on the town in various styles of limousines. Customer service is the key to a successful chauffeur.

LAIDLAW

June 1998 – August 2007

I started as a driver/fueler/trainer/dispatcher in June 1998 based out of Ware, Ma. Internal transfer in June 2000 to Plaistow, NH where I became a State Certified Trainer and Dispatcher for the Timberlane Regional District with 75 buses.

SKILLS

Compass Payroll, Oracle, OBIE, Zonar Systems, Domo, Versa trans, Excel, Word, Drive Cam, Taleo hiring, Beacon monitoring, Supervision monitoring, Hireright, P & L's

Yokaira Cristina Lozano Osoria

Waterbury, CT | 917-373-5818 | lozanoyokaira21@hotmail.com

Professional Summary

Childcare and safety professional with extensive experience supporting children, families, and staff in educational and transportation settings. Skilled in safety compliance, staff training, classroom support, and administrative duties. Calm under pressure, highly organized, and fluent in English and Spanish.

Core Skills

- Safety Compliance & Training
- Staff Supervision
- Classroom & Behavior Management
- Record Keeping & Reporting
- Parent & Staff Communication
- Creative Arts & Curriculum Support
- Microsoft Word & PowerPoint
- Fluent in English & Spanish

Professional Experience

Safety and Training Supervisor – Durham School Services (October 2014 – Present)

- Oversee safety procedures and ensure compliance with company, state, and federal regulations.
- Train and support staff on safety protocols, emergency procedures, and best practices.
- Conduct safety meetings, evaluations, and ongoing training sessions.
- Maintain accurate safety records, reports, and training documentation.
- Communicate with staff, management, parents, and school officials regarding safety matters.

Teacher Assistant – Head Start, Waterbury, CT (October 2014 – Present)

- Supported classroom instruction through reading, arts, crafts, music, and creative activities.

- Monitored children's play to ensure safety and positive behavior.

- Assisted with front desk operations, including phone calls and parent greetings.

- Collaborated with coworkers to support diverse learning styles.

Playground Specialist – Bureau of Recreation, Waterbury, CT (July 2007 – Present)

- Planned and led after-school and summer program activities.

- Promoted language development through reading, storytelling, and homework assistance.

- Supervised facilities, open gym programs, and building rentals.

- Assisted with payroll, paperwork, and administrative reporting.

Education

Associate of Arts – Business Finance

Naugatuck Valley Community College – Waterbury, CT

55 MAYBURY CIR.
WATERBURY CT 06705
PHONE: (457)689-9211 • EMAIL:KORAIMA0518@GMAIL.COM

KORAIMA ABREU PORTES

PROFILE

Highly motivated individual seeking to secure a position in a leading organization that will offer a challenging work environment, along with opportunities for professional growth and development. Strengths include critical thinking, interpersonal skills, and communication skills.

EDUCATION

National University College

WORK EXPERIENCE

10/2024- Present — **Durham School Bus Services** (Office Admin/Payroll) — Waterbury CT
Manage daily office operations including scheduling and records keeping
Processed bi-weekly payroll for drivers monitors and administrative staff
Prepare reports, invoiced and payroll summaries for review
Communicate via telephonic or email with costumers

04/2022-10/2024 — **Silgan Dispensing** (Shipping and Receiving Clerk) — Waterbury CT
Receive, inspect and verify accuracy of incoming shipments against purchase order and invoices
Prepare, package and label outgoing shipments in compliance with company
Coordinate with carriers, vendors and internal departments to resolve shipping issues
Monitor inventory levels and report discrepancies or damage to management

02/2017 – 12/2021 — **Cejas Beauty Salon** (Manager) — Caguas, PR
Supervised daily salon operations, including staffing scheduling, client appointments and inventory management
Oversaw financial activities including cash handling, sales reconciliation, and preparing daily reports
Develop marketing strategies such as promotions, loyalty, and social media
Ensured compliance with health, safety and sanitation regulations to provide welcoming environment

SKILLS

- Bilingual in Spanish: Fluent in reading, writing, and communicating
- Proficient with Microsoft Office: Outlook and Word
- Software: ADP
- Certifications: Medical Assistant
- Pharmacy Technician Associate Degree

DAVID SALVADOR

585 Park rd, Unit 3-2
Waterbury, CT 06708
dsalvador2010@gmail.com
(203) 819-0082

My passion for success in the workplace will gain integrity, trust and respect not only through the desire of working in a well-known company, but will encourage me to realize the importance of the quality of work with enthusiasm and hard labor in attaining my goals. With all respect and appreciation, if given to me the opportunity to be part of your team, my commitment will be dedicated to complying with any objectives and initiatives of your company.
Authorized to work in the US for any employer.

WORK EXPERIENCE

Router
Durham School Services- 62 Fulkerson Dr., Waterbury CT
April 2023 to Present

First, always complying with the policy and regulation of Durham School services. Working with the School District with routing students for all public and non-public schools for the City of Waterbury. Routing new students, students with change of address and any updates from schools approved of by the Department of Education. Making sure all students from the district are routed for the beginning of school year including all after school programs, preparing routes for summer once school ends. Complying with any daily request from the Department of Education and from the schools. Attending any phone calls from schools and parents for any concerns with routing. Giving routes to the drivers once updates are done and advise them of any changes and if for safety reasons any routes need to be change, I ask for approval with my Manager and it will be change.

School Bus Driver
Durham School Services – 62 Fulkerson Dr., Waterbury, CT
March 2013 to April 2023

Transport students under the safety guidelines of the DOT and the policy of Durham School Services. In the morning, we pick up students at their assigned bus stops and transport them to the school. And vice versa in the evening and for the after-school program. Also, we transport any trips requested by the school or the city within the area and out of state.

Customer representative front desk at Aspire Fitness - Waterbury, CT
August 2018 to June 2019

Meet and greet each customer. Facilitate customers with a clear and organized area for their work out. Offer the specials given to new incoming members and tours through the gym explaining the services of the location. Help members with using the equipment and explaining the rules and regulations of the gym. Also signing the best contract to customers according to their needs. Communicating with management and coworkers of any updates.

Professional Truck Driver
CR England Trucking - Cedar Hill, TX
June 2011 to August 2011

Achieving the CDL License after 4 weeks in classroom.
After passing written and road test and obtaining CDL training was 30 days over the road.

Altria Sales & Distribution
Philip Morris USA
John Middleton
& US Smokeless Tobacco
Main Office at Bedminster, NJ
Territory at Brooklyn NY
Rated #10 Fortune 500
Company also the #1 Tobacco Company in the US).
2003 to May 2010

Territory Sales Manager-

• Accountable for 140 retail stores including chain accounts
• Quarterly business review of increasing and/or declining profits
• Pre-book promotions and new brands
• Verify agreement compliance, point of sale, new brand and promotion acceptance, product in stock
• Verify partnership of buy downs and allowance

Account Coordinator
Xerox Inc - New York, NY
1998 to 2002

Copy center & Mailroom)
• Accountable for 3 employees in a copy room and mailroom
• Follow timelines for mail and packages delivery
• Assisting William Morrow and Avon Children Book photocopying original book manuscript and original art.

EDUCATION

Associate in General Studies
University Of Puerto Rico - Humacao, Puerto Rico, US
1987

Associate in General studies
Ana Roque High School - Humacao, Puerto Rico, US
1986

SKILLS

Front Desk
Customer Service
Guest Service
Reception
Front Office
Commercial Driving
Delivery Driver Experience
Sales Management
School Bus Driving

Freddie W. Savoy Jr.

10 Birch Street
Terryville, CT 06786
(203)819-9523 Fsavoy56@yahoo.com

PROFESSIONAL SUMMARY

Exceptional team leader that consistently focuses on relationship and morale building as well as training, motivating and conflict resolution. A dedicated and enthusiastic Compliance and Training Manager as well as certified lead diesel technician with over 30 years experience in preventive maintenance, OSHA safety regulations and standards as well as heavy duty repair maintenance.

HIGHLIGHTS

*Class B CDL driver's license *Ford and GM certified technician

*Supervising teams of mechanics *Coordinating several locations

*MACS air conditioning certified *State inspections

*Oracle data entry *JPRO and Cummins INSITE diagnostics

* Advanced knowledge of diesel and fuel engine maintenance and repair

PROFESSIONAL EXPERIENCE

Compliance and Training Manager **2018 to present**

Durham school services

Navistar Drive Lisle, Il

*Responsible for training and developing standard operating processes.

*Developing a new PMI process and procedures for National Express

* Performed shop / facility / safety audits

*Investigated bus fire/ accident/ wheel off incidents

*Held RRM accountable for their reigns

*Preformed fleet assessments for acquiring new accounts.

*Determine changes needed in maintenance personnel and work practice and/or procedures necessary to improve overall maintenance operations.

*Recruit prospective subordinate employees; including screening, qualifying and interviewing

*Display knowledge and understanding DOT, EPA, ICC and OSHA rules and regulations

Lead Diesel Technician

Durham School Services **2016 to 2018**

Rocky Hill, CT

*Responsible for supervising crews of mechanics at various locations in CT

*Maintain accurate records of times and materials required to perform repairs

*Responsible for payroll, repair orders and purchase orders for several locations

*Ordering and maintaining tools, parts and supplies for several locations

*Ensure shops, equipment and tools are in safe and operating condition

*Assist mechanics in evaluating mechanical diagnostic problems and inspect completed repairs

*Determine changes needed in maintenance personnel and work practice and/or procedures necessary to improve overall maintenance operations.

*Recruit prospective subordinate employees; including screening, qualifying and interviewing

*Display knowledge and understanding DOT, EPA, ICC and OSHA rules and regulations

Tech 1 Diesel Technician

Durham School Services **2009 to 2016**

Rocky Hill, CT and Stratford, CT

*Diagnosing, troubleshooting and repairing of gas and diesel engine malfunctions

*Repaired hydraulic and air brake systems in accordance with federal and state guidelines

*Performed and maintained preventive and scheduled maintenance service and logs

*Responsible for repair orders for mechanics at several location

Tech 1 Technician

O&G Industries **2007-2009**

Torrington, CT

*Diagnosing, troubleshooting and repairing of gas and diesel engine malfunctions

*Repaired hydraulic and air brake systems in accordance with federal and state guidelines

*Inspection and repair of heavy duty construction equipment including dump trucks, concrete trucks and loaders

REFERENCS UPON REQUEST

Tamera Wolak

410 East Main St 714.,
Meriden, CT 06450

PROFESSIONAL EXPERIENCE

Durham School Services - Waterbury, CT (Oct 2022- present)

Operations Supervisor – Overseeing Office staff and Operations, utilizing Byte Curve, Zonar, DOMO, Compass, Google Share drives, STPF files, Versatrans, Bus Zone, Microsoft teams and office, maintain good communication with BOE Transportation Dept.,

Office Administrator / Router – Maintaining Payroll utilizing Byte Curve, assists with maintaining a master record of all routes, maintain good communication with BOE Transportation Dept., utilize Versatran System, maintain good communication with parents and schools, Assist Dispatch – answering phone/ 2-way radio for parents, schools and drivers, Zonar tracking buses. Assist trip co-ordinator in building trips, closing out trips and managing trips.

Durham School Services – Worcester, MA (Nov 2021- July 2022)

Operations Supervisor- Responsible for Daily Operations of SPED and Big Bus yards entailing 165 employees and 141 routes. Assisting with communication for 2 Teamster Unions. Maintaining communication with City, Special needs schools and Board of Ed. Assisting GM with safety tasks and payroll.

Durham School Services - Wallingford, & Rockyhill, CT (Oct 2012- Nov 2021)

School Bus Driver/Dispatcher - Operate 40ft school bus, minibus, and van. Assisting with Dispatcher duties - answering phones, assisting Drivers with routes, utilizing Versa trans system utilizing Versa trans system, assigning/splitting routes as needed for A.M and P.M. runs, corresponded with parents and Board of Ed, maintained communication with Maintenance, communication with drivers through 2-way radio.
CDL/School bus Training (July 2012-Oct 2012)

Fiserv/ISGN – Rocky Hill, East Hartford and Wallingford, CT (Jan 2008-June 2012)

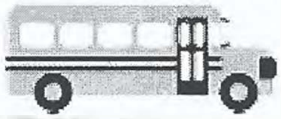
USAA Associate/ Home Retention Associate -Monitor Inbox for received faxes, emails and attach to appropriate Loans. Update Excel spreadsheets for scanning process. Ensure applicable documentation is recordable, and no disallowed alterations have been made. Identify exceptions and update order management system. Ensure client standards and all federal/state guidelines are met. Contacting borrowers to collect or correct errors. Working from and creating Excel spreadsheets for time sensitive clients.
Making necessary corrections to all files, for accuracy and proper execution, while adhering to strict "same day turnover" deadlines. Contact borrowers and Notaries for missing or corrected information

Item Processing Associate/ Recording Review/ Team Lead (Feb 1997 - Jan 2008)
Review mortgage loan documents for accuracy according to state laws and lender and company guidelines. Make necessary corrections to all files while adhering to strict turnover deadline. Monitor workflow for team, to meet deadlines. Train Assist management with training new employees' temps and any necessary projects. Assist in overseeing production of entire Proof Dept of 40 operators and report to Supervisor. Assisted with reviews and discipline meetings, maintained daily progress reports. Responsible for timecards, attendance, training, and ensuring all nightly deadlines are met. Quality controlled time sensitive and confidential material

SKILLS
Compass Payroll, Zonar Systems, Versa Trans, Excel, Word, Outlook, Byte Curve
EDUCATION
HC WILCOX TECH – Meriden, CT

References upon request

Tab 3



Statement of Qualifications and Work Plan

Getting students to school safely, on time and ready to learn®.

DURHAM SCHOOL SERVICES

Living our values every day.

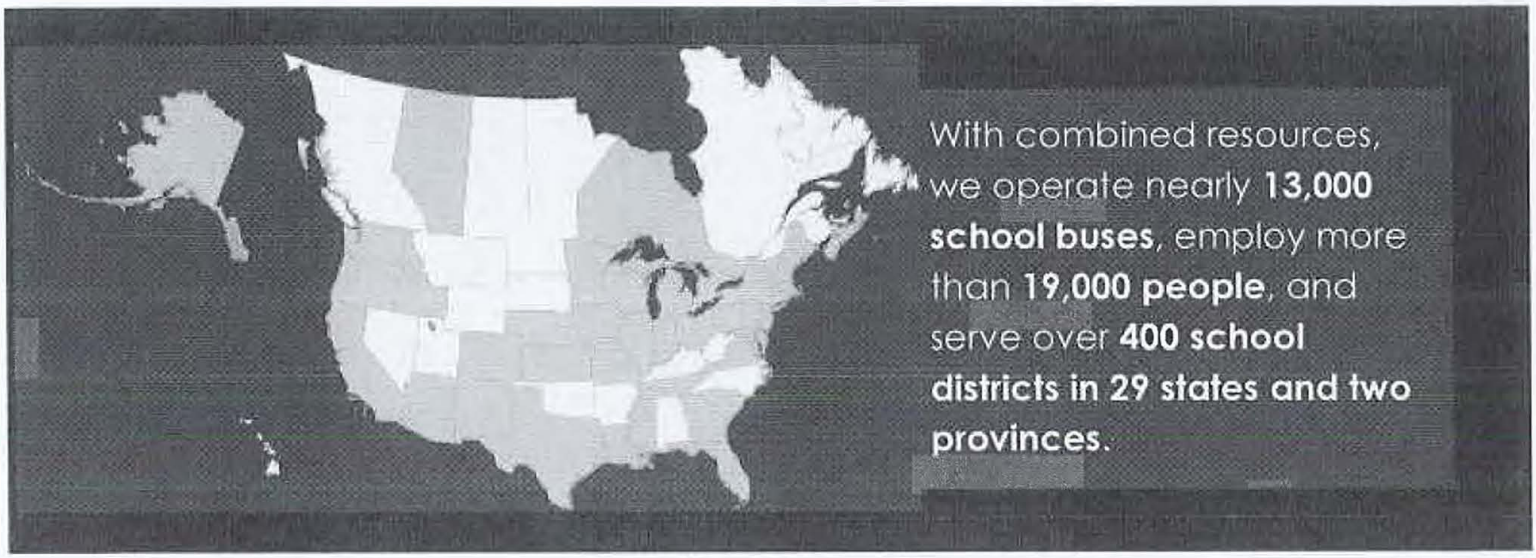
Safety, Excellence, Customer, People, and Community & Environment

Statement of Qualifications and Work Plan

A. Qualifications

Durham can trace its history back to a three-bus company started in 1917 in the San Gabriel Valley of California, providing student transportation service to the Rosemead School District, a community we still serve today. In its early years, Durham concentrated on special education transportation. This specialization has helped us to nurture a unique commitment to quality service that remains throughout our company today.

Headquartered in Warrenville, Illinois, Durham School Services is part of the school bus transportation division of Summit School Services LLC. I Squared Capital, our parent company, located in Miami, Florida, has invested in a diverse global portfolio of 89 companies operating across 70+ countries since its inception, providing essential services to millions of people around the world.



As a major school bus contractor in the United States, we operate under several sub-brands including:

- Durham School Services
- Petermann Bus
- Quality Bus Service
- A&S Transportation
- Smith Bus Service, Inc
- Monroe School Transportation, Inc.
- Matthews Bus Company
- Septran Student Transportation
- Stock (Canada)
- A1A Transportation
- Trinity Transportation

All of our brands have one mission in mind:

Getting students to school safely, on time and ready to learn.

District Experience

As your current provider for Regular Education Transportation, we are excited for the opportunity to continue our long-standing partnership. We fully understand all of the requirements outlined in Section C of the RFP as well as all aspects of the RFP document.

Our qualifications include:

We will continue to operate from our current facility located at 62 Fulkerson Drive, Waterbury, CT 06708. Our facility is currently fully operational to include a propane fuel tank. We are prepared to transition to a gasoline fuel tank should the district choose that option.

Our full-time staff will be led by our current general manager Melanie Keith and meets the requirements of the RFP. You can find our full-time staff organizational chart and resumes in Tab 2 Experience, Expertise and Capabilities. We will continue to invest in staff development for all full-time staff.

Our current fleet of buses meets all state and federal requirements, and we are prepared to purchase the buses needed in line with the specifications of the RFP. We have a fully staffed and operational maintenance shop in place at our Fulkerson Drive facility.

We have an infrastructure and technology platform in place to include a school bus video camera system that is compliant with the RFP specifications. We currently offer our Bus Zone parent/student tracking application as required. Please see our technological capabilities outlined later in this section.

We have a robust recruitment, training and retention program in place. Please see Tab 7 Additional Data for further details. We also have an employee monitoring program in place to ensure that all of our drivers and aides remain compliant with all local, state and federal requirements.

The Vision and Values that We Live By

When selecting a school bus contractor for safety, efficiency, and outstanding transportation services, The City of Waterbury Department of Education should know that Durham understands not only watching your bottom line, but also the importance of what value a company brings. **Our vision is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees.**

We operate with you and your students in mind with a focus on our five core values: **Safety, Excellence, Customers, People,** and **Community & Environment.** Below describes how this translates to you, our customer.

Safety

We only do what is safe and stop any unsafe behavior

No one takes safety more seriously than we do; **our goal is zero accidents**. With collaborative support from our employees, we have created a safer atmosphere by encouraging open discussions on safety concerns and by hiring strong managers who make sure employees have the appropriate training and equipment to safely perform their jobs. **Our safe practices mean safer operations for your students**.

Excellence

The leader in every market we operate in, trusted to deliver service excellence, consistently

As part of our commitment to excellence and continuously increase our value offering to our customers and employees, we have a dedicated organization focused on driving efficiencies throughout our organization. With an outstanding technology suite for both internal data tracking and ways to keep your students safer, **our efficiency translates to savings for you, our customer.**

Customer

We place customers at the heart of our business and relentlessly meet their expectations

Personal attention to our district partners' needs, our absolute commitment to safety, and our customer service philosophy are just some of the reasons our customers are thrilled to renew contracts. **Our focus on you keeps us as the most trusted and valued partner.**

People

We develop the talents, reward the exceptional performance, and respect the rights of all our employees



Our company has a long history of employing a diverse workforce. We treat people with trust and respect and never tolerate discriminatory behavior. We also offer outstanding benefits, fair compensation, and an overall positive work environment. **This translates to you through our happy employees.**

Community & Environment

We are active in the communities we serve to general economic, social and environmental value



Our program, **Partners Beyond the Bus**, demonstrates how we become part of the communities in which we serve through charity events, food drives, bus donations, among other support. We support your district events, offer responsive media relations, and participate in several forms of social media. **We are part of your community.**

DURHAM SCHOOL SERVICES

Technology

Durham School Services has access to an immense database of national suppliers, and providers of transportation technology are no exception. We stay abreast of current trends and continually usR to be sure they are effective solutions for our customers. We develop many custom applications in-house as well, including the following:

- COMPASS scheduling software
- Driver Dashboard
- BusReport™ technologies

As a corporation, we are committed to achieving our ISO 27001 certified status because our customers expect this level of support. This rigorous process has ensured our compliance with the latest data security measures. We are especially proud of this certification, being an internationally recognized standard that indicates we provide the management and quality to reduce risk within our internal systems.

Disaster Recovery Plan

A disaster can result from a number of accidental, malicious or environmental events such as fire, tornado, flood, terrorist attack, human error, software or hardware failures. Durham School Services and the vendors we partner with are committed to safeguarding our customers' data.

We have two teams in place to help safeguard our data and hardware in the event of a disaster. See below for more information:

- **Disaster Management Team** – This team oversees all applications and network connections, and a facilities team is responsible for all security, health, safety and building issues.

- **Critical Applications Team** – In case of a disaster, a backup system is based out of our facilities data center located in Atlanta, Georgia. If this data center experiences a disaster, a redundant backup system is located at our corporate headquarters.

Customer Applications

Our company is committed to staying current with changing technologies in the student transportation industry. The technology solutions we offer our customers are intended to provide increased safety and greater operational efficiencies. We can provide the following options based on individual contract specifications:

- Lytx DriveCam—Video recording and risk management tools
- Seon® Bus Cameras and stop-arm cameras – Onboard video and audio recording
- Supervision Driver License Monitoring
- Two-way radios
- Bus WIFI
- GPS
- Zonar® electronic vehicle inspection tool (Child Check)
- Zonar® ZPass Student tracking
- BusZone mobile app
- BusReport™ cloud-based driver reporting tool
- Bytecurve 360 – operating platform
- COMPASS – operating platform
- Driver DashBoard
- Oracle Enterprise Resource Planning (ERP) reporting tool
- DOMO analytics dashboard
- Computerized routing software
- Distracted Driver Policies



Lytx DriveCam®

To reinforce our commitment to safety and continuous employee training and development, Durham School Services is pleased to offer the DriveCam® program. The program is an innovative tool that can improve safety, reduce accident frequency and minimize severity of accidents. This includes access to DriveCam's state-of-the-art in-cab video system and driver risk management tools.

The DriveCam program, powered by the Lytx Engine™, is a video-based driver safety program that identifies, prioritizes and helps prevent the causes of poor driving before they lead to a more serious outcome. Below is how the program works.



Capture the Right Data

The video event recorder captures driving behavior data and provides real-time driver feedback.

Upload Video and Data

The exception-based video and data are uploaded via a secure wireless connection to the DriveCam Review Center and are immediately available to Durham.

3

Analyze, Score and Prioritize

Proprietary predictive data analytics, combined with expert video review, highlight the causes of poor driving, and prioritize actions needed to reduce risk and operating costs.

4

Access Driver Management Portal

Configurable alerts direct us to online tools, including dashboards for companywide visibility, accountability, and analysis of risky driving behaviors.

5

Coach the Driver

Flexible coaching and training methods are applied based on Durham's operational capabilities and profiles.

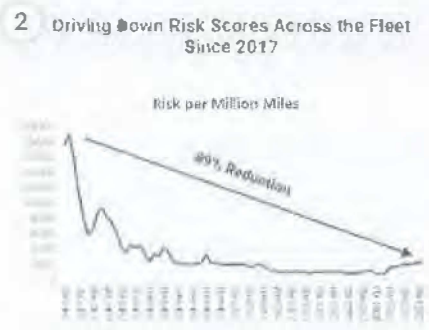
6

Safer Driver Returns to the Road

Continuous monitoring verifies that lessons have been applied, resulting in safer drivers and fewer accidents.

The result is that combining predictive analytics with coaching and a "programmatic" approach changes behavior and therefore delivers positive outcomes. A **COMPLIMENTARY Service: brochure is at the end of this section.** DriveCam is proven to:

- Prevent collisions by fine-tuning driver skills. **(*See table below)**
- Strengthen driver performance through coaching and training.
- Focus managers on events that require attention by providing feedback for review.



Bus Cameras

We can equip your buses with the Seon® Trooper Camera system using infrared digital cameras with day, night, and audio capability. The number of cameras is customized per the district's needs. The features include:



- Supports a 4-channel system
- Features H.264 compression for premium image quality
- Stores up to 320 GB for plenty of recording space
- Records up to 30 FPS per camera at 720 x 480
- Provides a simple point-and-click graphical user-interface
- Offers a compact, integrated lock box design
- Includes a user-friendly software program

Stop-Arm Cameras (Optional)

Due to our focus on student safety, Durham School Services offers optional stop-arm cameras on our student transportation vehicles. Use of the stop-arm cameras enables local law enforcement to identify violators and levy a fine for offenses. While the enforcement/fines vary by state, the technology has proven to improve the overall safety of the students as awareness of the cameras and local laws are enforced.

SuperVision Driver License Monitoring

SuperVision® provides Durham School Services with continual monitoring of our drivers' personal driving records after they are hired, leading to safer operations. Data from state and federal records are combined to capture driver records, violations and inspections so that we can manage our staff and take measures to respond appropriately, as issues are reported.

SuperVision
Always looking out for your fleet.

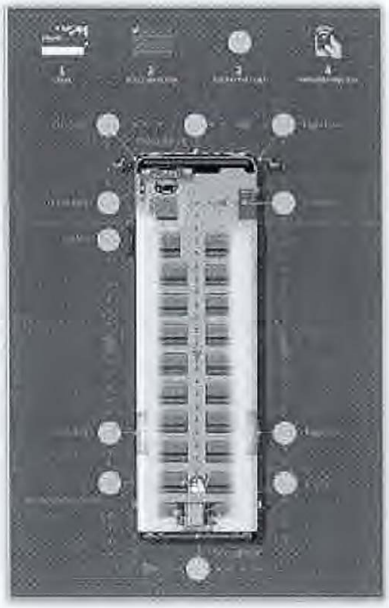
Two-Way Radios

Two-way radios are provided for each school bus and serve as a communication tool for our operations. The capability of instant communication between the buses and the customer service center helps us to maintain a high-quality level of service, while providing the ability to respond to emergencies. Operations and radio procedures, including radio etiquette, emergency procedures, and effective communication, are provided to each driver during initial training classes ensure proper, professional use of the system.

Bus WiFi (Optional)

As a value-added service, we would be happy to discuss the capability of offering buses with WiFi capability. WiFi is a great way for students to check in with parents, complete homework or send email. The service is provided via a cellular modem connection, which is distributed for use throughout the bus by a wireless router. Up to 50 unique connections can be supported at any one time. Internet filtering service is configured on each device (Norton® Connect Safe), so that any device connected to our bus WiFi will be filtered for objectionable content. Additionally, the router does not need to be permanently installed so that it can be portable and shared among several buses.

Zonar® GPS AND EVIR System



We have partnered with Zonar systems for GPS technology equipped with an electronic vehicle inspection system, and will work together with your district to incorporate the near real-time benefits of this technology into your daily procedures.

Drivers use Zonar's electronic vehicle inspection system to complete the bus's pre- and post-inspection. Each zone must be checked before and after route service. During the inspection, the zone's information is automatically uploaded to Zonar's ground traffic control application and alerts operations if an inspection is incomplete.

We are one of a few school bus transportation providers that equips buses with a total of 13 Zonar zones, three of which are child check zones.

Additional GPS and EVIR Benefits

- Provides authorized personnel the ability to locate buses in the event of an emergency.
- Monitors vehicle idling to save on fuel costs and to reduce harmful emissions.
- Has ability to track and report on-time performance.
- Enables prompt resolutions to concerns due to ability to track buses in near real-time.
- Ensures drivers do proper pre- and post-trip inspections.
- Notifies maintenance department of any defects or inspections concerns via a driver inspection report automatically.
- Mandates driver child checks at the end of each route through electronic child check system.

Child Check

Nothing is more important to Durham than the safety of our student passengers. We currently have the following process in place to make sure that no child is left behind.



The Driver and Monitor are required to:

- ✓ Complete Child Check at the end of each route, at the end of each shift, and any time the vehicle is left unattended.
- ✓ Complete a thorough child check of the bus looking in, around, and under the seats.
- ✓ The Electronic Child Check monitoring system (i.e. ZONAR) must only be used by the driver.
- ✓ Place the **Child Check – This Vehicle is Empty** sign when leaving the bus – no exceptions.
- ✓ Understand the driver is the **only person** who may place or remove the **Child Check – This Vehicle is Empty** sign.

Operations Daily Activities

Zonar's ground traffic control is a powerful web-based fleet tracking application that provides a near real-time picture of fleet operations with unmatched visibility, ease and control. Real savings from Zonar fleet management software include:



- Fuel usage – Shows the total fuel shot through the injectors on a per trip, driver or vehicle basis.
- Geo-fencing – Increases efficiency by predicting vehicle arrival.
- Emission – Monitors engine idle time per vehicle and operator to save fuel and emissions.
- Time card – Provides groundbreaking end-to-end workday visibility of vehicle operator productivity.
- ZAlert – Provides automatic near real-time notification of missed inspection events impacting safety.

We are using the Zonar Connect tablet, which is an android based device installed in the bus. The tablet includes the standard EVIR functionality of pre- and post-trip inspections and child check inspections. It also includes the standard feature of sending maintenance defect reports based on the outcome of an inspection, and is the device used to monitor hours of service and clock in/out for driver pay. With the new android-based tablet, we can also develop and utilize custom software to optimize routing and other driver actions.

Student Tracking (optional)



As a value added service, we would be happy to discuss the capability to track students with GPS using Zonar's ZPass student tracking system. This system allows us to determine if individual students are on a bus at any given time, and track where students get on and off the bus. In conjunction with GPS, the technology may be used to locate children in the event of an emergency. The system requires each student to carry a card that contains a radio frequency identification (RFID) chip. The RFID card must be swiped at the card reader as the student enters or exits the bus. If a student boards the wrong bus, we can quickly determine which bus they are on or the bus stop where they left the bus.

BusZone

Durham School Services is committed to **getting students to school safely, on time, and ready to learn®**. A mobile app, BusZone, will bring peace of mind to both school districts and parents. This app, available on Android and Apple mobile devices, allows parents to see where their child's school bus is located, and they can customize proximity-based alerts. Parents can receive instant alerts via push notifications when a bus enters/exists an Alert Zone or school yards. On the district side, BusZone provides access into a back-end dispatcher portal for communication about COVID-19 updates, bus substitutions, delays or breakdowns that will seamlessly flow directly to parents' phones.

Please refer to the brochure at the end of this section for additional information on this COMPLIMENTARY new app.

BusReport™

BusReport™ is our cloud-based reporting tool designed to allow parents, guardians, customers and the community to report safety concerns and compliments of our driver staff and the services we provide. Visit www.busreport.com or call 1.833.BUSREPORT. **A COMPLIMENTARY Service: brochure is included at the end of this section.**

Bytecurve 360 and COMPASS

Bytecurve 360 and COMPASS are operating platforms that are used in tandem to maintain our transportation operations. Here at Durham, we constantly strive to improve our internal functions for better information reporting results. Further details around each platform's capabilities are described on the following pages.

Bytecurve 360 is a software system that manages master scheduling, daily operations, dispatch, tasks, payroll, reporting, and the scheduling of charter and field trips. The software is fully integrated with Zonar, our GPS partner, to provide solutions for data, driver check in/out, pre- and post-trip inspections, and child checks. Bytecurve 360 currently has the ability to seamlessly integrate with the Versatrans routing platform. We are in the process of developing the capability for both the Transfinder and Edulog routing platforms. Durham uses this platform to ensure excellent service delivery, safety, and for controlling fuel consumption.

The major functionality and value that Bytecurve 360 provides include:

- **Route definition** – Bytecurve 360 provides a master database where routes are defined, and where certain locations of interest, e.g., schools and stops are geo-mapped, integrating directly with our GPS technology solution.
- **Master scheduling** – All schedules are built and maintained in the system. Since Bytecurve 360 is fully integrated with our GPS technology solution, we can efficiently compare the established schedule of a route to the actual execution of the route. We use this information for analysis and route optimization, ensuring best in-class service delivery while controlling operating costs.
- **Routing platforms** – With the integration of Bytecurve 360, the routes/runs that make up the master schedule is maintained in routing platforms and able to be displayed. For those sites without routing platforms, locations can manage their routes/runs directly in Bytecurve 360. This software allows both options.
- **Daily dispatch** – By using a near real-time system that is linked to GPS, the dispatcher can manage the daily flow of buses departing and arriving per the schedule, as well as the proper allocation of buses to the routes. Drivers and monitors will check in electronically to alert the dispatch office of their attendance. The system will alert the dispatcher when buses are late or behind schedule.
- **Field trip scheduling** – Bytecurve 360 is used to manage all field trip scheduling, including bus and driver availability to ensure a reliable field trip service.
- **Payroll** – This platform allows users to create unlimited guarantee rules to capture accurate hours, and thereby reduces the need for manual manipulation of times and schedules to ensure a timely and accurate payroll submission.

COMPASS is a task-based record keeping system that contains many robust features, mainly invoicing setup, dispatching, time and attendance for payroll, scheduling, field trip and charter manager, reporting tools, as well as houses certain employee information and driving credentials. This software is integrated with Zonar Ground Traffic Control (GTC) so any geo-fence (school, park-out, yard) drawn in COMPASS directly transfers to our Zonar database to manage our operations efficiently via GPS. On a similar note, driver swipes are also tracked and maintained for attendance and driver inspection purposes.

The major functionality and value that COMPASS provides includes:

- **Driver time and attendance, payroll** – We use GPS to closely measure driver attendance and schedule performance. COMPASS is able to accurately pay drivers as well as provide analytics for driver wage cost optimization.
- **Customer billing** – Using route and trip performance data points from GPS, COMPASS can provide information that drives more accurate customer invoices. Details on route execution and performance that is used to support invoices can be provided easily to the customer as requested.
- **Field trip and charter scheduling** – COMPASS allows for complex trip building (recurring trips, single trip or split trip creation) and ensures billing rates are applied per customer specs, provides driver trip sheets, generates quotes for charters and is linked with the COMPASS invoice section for expedited invoice submissions to our Oracle system. Further information on Oracle's capabilities can be found in on the follow page.
- **Reporting capabilities** – Through COMPASS, daily operations, driver information, time and attendance, billing, schedule vs actual, and trip information are managed.
- **Scheduling capabilities** – COMPASS serves as the main database for all scheduling, daily operations, and dispatching.

Driver DashBoard

A touchscreen device is installed at the dispatcher's window at most sites (per the size of the customer service center) that allows the driver to check in and out of daily assignments. Key benefits for the DashBoard include more accurate tracking of driver time and elimination of wasteful time, especially at the beginning and end of routes. Additionally, the DashBoard also posts other types of driver information such as safety, training and other communication. Lastly, an upcoming feature of the Dashboard will be to display various driver KPIs such as idling, speeding, child checks, trip inspections and other compliance metrics. All of this is designed to engage the driver towards improved performance and safety.



On Time Performance Initiative

We are in the process of implementing an on-time performance system that integrates GPS data with our COMPASS software system to create a unified report with the following data:

- School name
- Route number
- Scheduled time
- Actual time
- Status (on time, delayed, late)
- Scheduled bus
- Actual bus

A dashboard is made available to the dispatcher that shows, in near real time, whether a bus has left the yard on time or if it is running late. The same dashboard will also show if a bus has arrived to a school within the scheduled time or if it is late. This allows the dispatcher to monitor the progress of routes from end to end.

This dashboard will be made available to the customer, perhaps at a district building, for the customer to monitor overall progress of routes on a near real-time basis.

Oracle Enterprise Resource Planning (ERP) System

Oracle Enterprise Resource Planning (ERP) system provides timely metrics, reports and proactive alerts, enabling our employees to streamline information across the company in a timely and efficient manner. Oracle ERP integrates data including procurement, financial, human resources and maintenance systems to provide employees with a complete view of their resources, expenses and progress. Using Oracle, we can achieve increased productivity through standard practices, time efficiency, report generation, flow processes and recordkeeping while reducing human error.

DOMO Analytics DASHBOARD

Key Performance Indicators (KPIs)

Each customer service center is managed with daily, weekly, and monthly review of KPIs. As part of Durham's operational plan we will be using Zonar GPS linked to our Compass and DOMO KPI reporting for key operational metrics. The DOMO KPI system also interfaces with our other systems to provide the data in one place for ease of comparison and manipulation. As part of our pursuit to excellence our leadership team continuously monitors the KPIs for trends and opportunities for corrective action as well as sharing best practices learned from our national operations.

Our KPI reports include measuring:

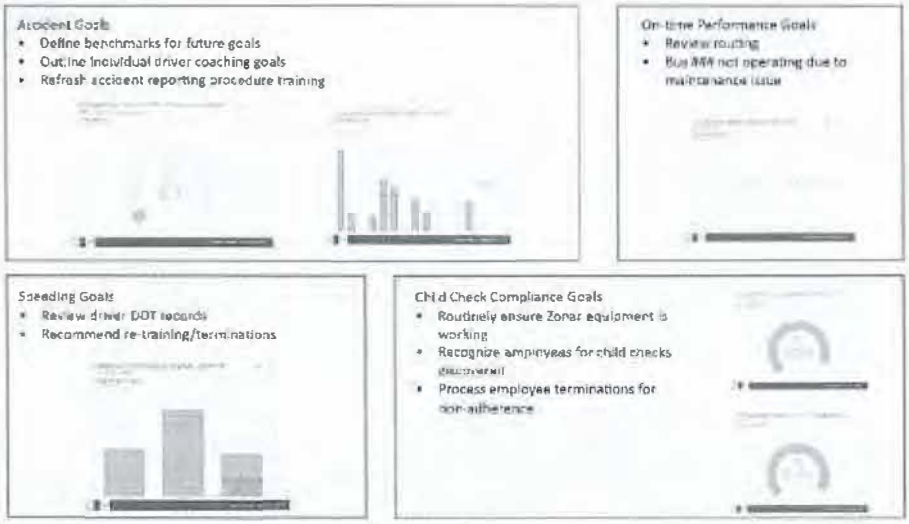
- Accidents and Injuries
- Speeding
- Child Check Compliance
- Driver Staffing %
- Pre- Trip Compliance
- Post Trip Compliance
- Preventative Maintenance (PM) Compliance
- On road failures
- On Time Yard Departure
- On Time Performance

Our company has identified the need to shift data analytics from a reactive to a proactive environment. The objective is to provide information that help drive behavioral change through trending analysis. This analytics platform on DOMO is used to:

- Identify trends and patterns to predict results and tailor solutions.
- Provide micro and macro level data visualization and analysis to recommend program improvements.
- Ensure stakeholders can proactively get information and be notified if performance falls below thresholds.

Our Recommendations/Areas for Improvement

Our team has the ability to monitor your data and make recommendations for improvement to your overall student transportation program.



Computerized Routing Software

We have a wealth of experience using all of the major routing software programs in districts across the country, we currently use Versatrans for your area. We are committed to finding the most efficient routing solutions to help manage your growth. We will work with your district to make ongoing recommendations that allow you to achieve additional savings.

Our experienced routing team is ready to assist your district with any challenges that may arise. They have worked with all facets of software including implementations and route building, boundary analysis, bell time studies, route efficiency studies and fleet optimizations. We will analyze routes and provide recommendations for any changes that could improve cost effectiveness or annual state reimbursement.

Distracted Driver Policies



We all share in the belief that school buses are designed for safety and that riding on a school bus is the safest way to transport children to and from school. School bus drivers are trained to stay focused and not become placement. However, when a bus driver compromises the role by texting or talking on a cell phone while driving, he/she places student passengers in a dangerous situation. This is when careless safety mistakes can easily be made. By using a cell phone when driving, you are not fulfilling your obligation to use every means necessary to safely transport students.

The following are the two distractions worth noting:

- **Visual Distraction** – looking away from the road to answer a call on a cell phone. This is a major distraction. Texting means the driver is looking down at their cell phone and taking their eyes of the road and not using their mirrors to see traffic in the vicinity of the bus.

- **Cognitive Distraction** – driver becomes engrossed in the cell phone conversation and is distracted. Complacency and a lack of focus ensue. You are more likely not to be aware of what is happening with the students on the bus.

According to the National Highway Traffic Safety Board, bus drivers who use cell phones are ***four times*** as likely to crash with injuries sustained to themselves and/or the students they are transporting. **Known fact: being distracted from cell phone usage while driving is equivalent to having an alcohol rate that will result in a DUI.**

At Durham, we are serious about our efforts to eradicate mobile device use. To protect the safety of our students, clients and passengers, our employees and the general public sharing the roads with us, the Company has established a Mobile Device policy.

B. Work Plan

As the current provider for The City of Waterbury Department of Education, Durham School Services, L.P. has already designed a transportation program specifically for the educational priorities of your school district. Your student transportation program will continue to be managed with the following priorities governing our activities:

- Safety
- On time performance
- Cost effectiveness
- Maintenance of high employee morale
- Positive community and district relations

Durham School Services is uniquely positioned to ensure a smooth transition from one contract term to the next. From our first start-up for the district our approach to ensuring a smooth transition has proved to be effective. As always, our transition plan will center on the following areas; safety, routing, fleet, drivers and monitors, and communication.

Safety

Safety is our top priority each and every day. As we have done each of the past years, prior to the start of the 2026-2027 school year, we will ensure all drivers are properly licensed, have completed their annual physical and drug test, and attend our start-up meeting where we share important safety information. To prepare for the start-up meeting, our safety team reviews accidents and injuries that occurred during the prior school year, identifying any trends to be addressed during the meeting. Once routes are completed, drivers conduct "dry-runs" to ensure they are ready to operate safely on the first day of school.

Routing

Ensuring safe, efficient routes are completed in time to be effectively communicated to parents is our priority. In order for this to happen, each step of the routing process must be completed as scheduled. Current routes are reviewed, looking for opportunities to reduce the number of routes and bus stops for efficiency. We conduct risk analysis to ensure they still meet the defined criteria. We evaluate the number of new students, placing them onto routes. We then finalize routes and share them with the district. The last step is to produce and distribute a report for the district to post on its website. Our focus has always been to look for opportunities to save the district money while maintaining high levels of service.

Fleet

As we have done for each of the past years, to ensure the interiors and exteriors of all vehicles are ready for the start of the new school year, our maintenance team inspects the entire fleet, ensuring any necessary seat repairs are made or cosmetic touch-ups to the exterior are completed. We also wash the buses, inside and out, so the students are greeted with a clean bus on the first day of school.

Drivers and Monitors/Aides

Having enough safe, qualified and customer-oriented drivers and monitors is critical to a successful transition. The process of ensuring this takes place begins before the current school year ends, as we speak with each employee to determine who will be returning for the next school year. Based upon the results of our polling, we establish a driver staffing plan with specific recruiting targets. These targets are used to determine the number of applicants we need to meet the district's needs. With our high safety and customer service standards, not everyone who applies will be hired. In fact, we need at least five applicants for every one driver slot we hope to fill. Once we find qualified candidates, they are trained on all company and district programs prior to the start of school.

Communication

As with any large undertaking involving many people, communication is key to our success. As we do every year, drivers and monitors will be contacted during the summer to ensure they are aware of the date of the start up meeting, schedule for dry runs and the first day of school.

Timeline

The following example transition timeline will ensure a smooth transition from the end of the current school year to the start of the 2026-2027 school year. Upon award, Durham School Services will work with The City of Waterbury Department of Education for specific dates.

Transition Item	Target Date(s)
Assessment of driver and monitor staffing needs	Early May
Development of a staffing plan	Mid-May
Establish a staffing plan for the next school year	Late May
Review of driver qualifications to ensure nothing has expired	Late May
Inspect the entire fleet	Late May – Late July
Make any necessary repairs to seats	Late May – Late July
Clean entire fleet inside and out	Mid-July – Mid-August
Speak with drivers and monitors to determine who plans on returning next school year	Late May
Complete annual physicals and drug tests for existing drivers	As Expired
Review current routes, looking for opportunities to reduce bus stops and routes for efficiency	Late May – Late June
Classroom training	Early June – Mid-August
Behind-the-wheel training	Mid-June – Mid-August
Evaluate the number of new students and place them onto routes. *Upon receipt of district list	August
Review the special educations students, considering their IEP accommodations, and place them onto routes. *Upon receipt of District list	August
Develop training plan for start-up meeting	Early July
Notify employees of the startup meeting date and the first day of school	Early June
Review accident and injury data from prior school year to identify trends	Mid-July
Finalize routes and share them with the district. *Upon receipt of district list	August

Hold start up meeting	August
Assign routes to drivers	August
Conduct dry runs on all routes	August
Send route and bus stop information to the district to post online	August
Meet with district personnel to update them on our progress against the transition plan	Weekly
Estimated start of school	August 26

C. Services Expected of the CITY

Ongoing partnership.

DURHAM
SCHOOL SERVICES

DRIVECAM ENHANCES THE SAFETY OF DURHAM'S SCHOOL STUDENTS AND DRIVERS

Taking safety to the next level with cutting-edge technology

THE DRIVECAM PROCESS

Strengthening our ongoing commitment to safety, Durham School Services is implementing the Lytx DriveCam video safety program. Student safety is our top priority, and the addition of DriveCam provides further peace of mind for parents, our district partners and the residents in the communities we serve.



DriveCam is designed to:

- Reinforce bus drivers' safe driving performance
- Fine-tune driver skills
- Provide data-driven insights to learn from coachable events
- Give greater visibility to driving behavior

HOW IT WORKS

DriveCam uses a windshield-mounted camera that faces the driver inside and the road ahead outside of the bus. Sensors detect unusual driving events such as:

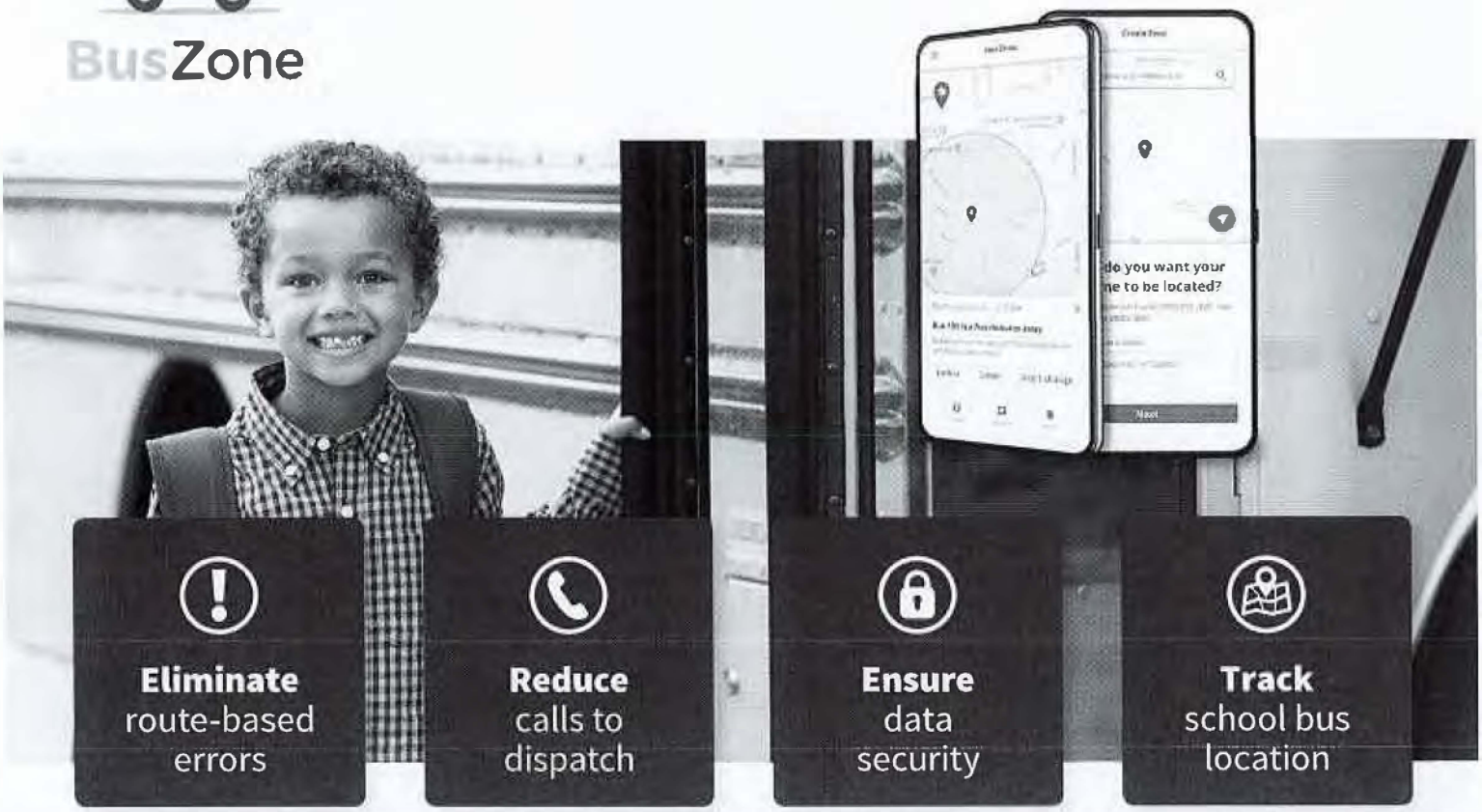
- Hard braking
- Sudden swerves
- Rapid change in speed



LEARN MORE

Visit https://www.lytx.com to learn more.

BusZone



Eliminate route-based errors

Reduce calls to dispatch

Ensure data security

Track school bus location

Give parents peace of mind.

Open new lines of communication.

School districts and parents care about student safety, just from slightly different perspectives. BusZone™ brings peace of mind to both. Parents can use the BusZone mobile app to see where their child's school bus is located and customize proximity-based alerts. And districts can use BusZone's back-end dispatcher portal to communicate bus changes, delays or breakdowns directly to parents' phones. Even bus substitutions automatically update in the parent app, creating a seamless workflow and less headache. Easier communication, peace of mind for everyone. All without needing a routing provider.

Lighten parents' daily load.

Providing parents an easy-to-use mobile app to check on their child's school bus whenever they need means one less thing for them to worry about.

Routing provided apps' estimated times of arrival are often inaccurate. BusZone uses GPS data provided by the Zonar V4 telematics control unit (TCU) to track and display that bus's location on an aerial map, powered by Google—all in near real time. Parents can create proximity-based alerts to plan complex home life accordingly.

Key features

- Real-time, map-based bus locator
- Support Assistant to answer questions
- Guaranteed parent and student information privacy
- Custom zones for each stop and facility
- Email alerts and SMS messages
- Zonar V4™ GPS tracking integration
- Available on smartphones, tablets and computers
- GPS, telematics and routing data analytics for transportation efficacy

Customize to fit complex schedules.
Parents can custom-build zones within BusZone, and time their morning and afternoon schedules more efficiently by setting up SMS alerts for when the bus is approaching. This is especially helpful for not getting stuck waiting outside during inclement weather. They can also add multiple zones for different drop-off destinations such as daycare or sporting fields.

Reduce parent calls to the district

Most calls to a district's dispatch come from parents. Where's the bus? Is it running late? Did we miss it? Districts can use the BusZone back-end portal to set up zones around schools and seamlessly manage bus substitutions. Parents can look up the bus and receive an alert through their BusZone app when the bus arrives or departs the facility, is running late, breaks down or needs to be substituted.

Dispatchers can also send messages to all parents, or certain ones associated with a specific bus or student. Either way, parents can then follow the appropriate bus or route number instead of calling the district.

Answer parents' questions effectively.

Fewer parents will call for bus locations—but what about those who call for help with BusZone? Use BusZone Support Assistant to view their account and answer common questions.

View basic information such as:

- username, email address, device ID and signup date
- students they follow
- push notification settings
- zones and notification history

Plus, if necessary, school administration can delete a parent account at any time.

Keep data and information airtight.

Security is priority one, especially where student information is concerned. To set up BusZone, parents are required to go through a multi-step process. The school district sends them an access code to enter, parents who don't know the code need to call the district. Parents must also enter their child's unique district ID.

All parent information is locked down and password protected within the app to prevent unauthorized people from opening the app and viewing the child's bus information.

Give Us Your Feedback

DURHAM SCHOOL SERVICES

Durham School Services takes safety and service to the next level with BusReport—our industry-leading feedback management system

Durham School Services is launching BusReport—a cloud-based system that gives parents, residents and our district partners a platform to log real-time feedback including service recognition, requests or concerns. We're leading the industry with this state-of-the-art technology to keep our drivers, motorists and pedestrians safe in the communities we serve.

BusReport is designed to:

- **Record your feedback in real-time**
- **Get you a timely response**
- **Improve our performance**

HOW IT WORKS

Go online or call—it's easy. Log onto **busreport.com** to provide your feedback or call the number posted on the back of our buses. BusReport ensures all feedback is received, logged, tracked and acted upon. And if you give us your email address, we can provide you with email updates throughout the review process.

THE BUSREPORT PROCESS

CAPTURE	Your complaints, compliments and requests will be collected into our system.
RECEIVE	Every case will start and end with our general manager.
RESEARCH	Our teams will take an in-depth look at each concern or compliment and record the results.
RESPOND	After working through the case, our general manager will take appropriate action and provide you with feedback. Email updates will be sent throughout the process.
IMPROVE	As the cases are entered, our teams will have visibility on trends. We will hold ourselves accountable to not only respond, but also to solve any concerns.







Tab 4



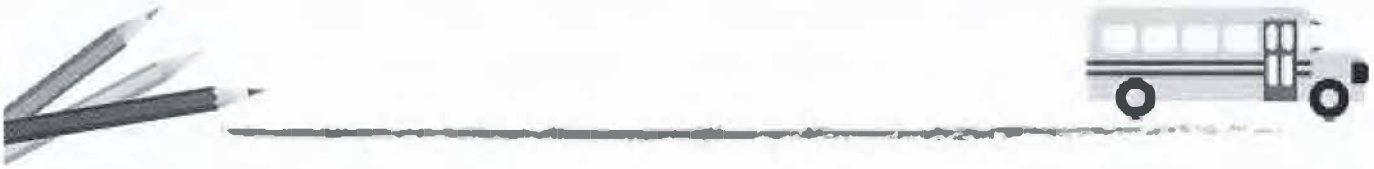
Cost Schedule

Getting students to school safely, on time and ready to learn.

DURHAM SCHOOL SERVICES

Living our values every day.

Safety, Excellence, Customer, People, and Community & Environment

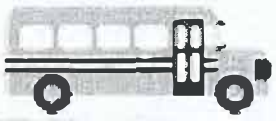


Pricing

Durham School Services, L.P. is providing the following pricing in a separately labeled envelope per the RFP requirements.

- Attachment 3 – Cost Proposal Cover Page
- Attachment 3 – Price Proposal Form A Gasoline
- Attachment 3 – Price Proposal Form B Propane
- Attachment 3 – Price Proposal Form C Electric
- Attachment 3 – Price Proposal Form D Non-Diesel Hybrid
- Signature Page

Tab 5



Information Regarding: Failure to Complete Work, Default and Litigation

Getting students to school safely, on time and ready to learn®.

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Information Regarding: Failure to Complete Work, Default and Litigation

a. Have you ever failed to complete any work awarded to you? If so, where and why?

No

b. Have you ever defaulted on a contract? If so, where and why?

While Durham School Services has experienced the assessment of liquidated damages, Durham School Services has never materially defaulted under a transportation contact.

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

No

d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

No

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

No

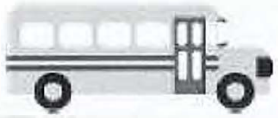
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the CITY should be aware?

No

Tab 7



Additional Data

Getting students to school safely, on time and ready to learn®.

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Safety, Excellence, Customer, People, and Community & Environment

Additional Data

Health & Wellness for Employees and Passengers

For more than 100 years, we have been committed to the health and safety of our employees and passengers and this commitment has only been strengthened during the previous COVID-19 pandemic. We continue to rely upon guidance from the Center for Disease Control (CDC) to direct our actions to keep our employees and passengers safe.

Durham School Services is a member of the National School Transportation Association (NSTA), which is the national association that represents private providers of student transportation services. Our participation in NSTA and our experience providing student transportation services with combined resources in over 400 districts and transportation programs and in 29 states and two provinces give us direct access to industry best practices in safety and security.

Public Health Organizations

Our alignment with the Centers for Disease Control and Prevention (CDC) and Federal Health Emergency Management continues and we have aligned our policies to the recent termination of the Federal Public Health Emergency declaration. While requirements vary across North America, our operations follow state and location guidelines and requirements in the areas they serve.



We will continue to monitor CDC and Department of Health and Human Services (HHS) updates and regulations and/or executive order changes to ensure we provide the necessary direction to ensure the safety of our employees and those we transport.

Our operations will continue to follow basic health and hand hygiene, request employees stay home when ill and follow personal physician's recommendations, as well as algin with current CDC, local, and state guidelines.

Personal Protective Equipment

We will partner with you to customize plans to meet the needs of your program. We need to be completely aligned in our process to give parents confidence in their student's safety while riding the bus to school.

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Customer Service and Quality Control

Durham School Services' goal is to provide exceptional customer service to you and your stakeholders at all times. Through our customer service training, awareness programs and our annual customer service surveys, we are able to deliver on our promise while continuing to improve our services based on your feedback. We have numerous customer feedback mechanisms in place to ensure that we consistently meeting your needs.

Driving Out Harm

We strive to distinguish ourselves from our competitors by delivering the most effective and customer-centric school bus transportation service to your district. Our vision is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees. An example of this is our Driving Out Harm program (please see further information on Driving Out Harm in the section titled **Our Safety Culture**), which ensures you, as well as everyone within your district and community, will receive the personal attention you deserve.



The Driving Out Harm program flows from our core values. The program permeates through our organization at every level; the rules are displayed at each location, and each employee receives a pledge card as a reminder of our customer service philosophy and commitment. Employees are continually exposed to new initiatives, training and processes that enhance how we deliver customer service.

Customer Service Surveys

At Durham, we strive to continuously improve the services and solutions we bring to our customers and ensure an optimal customer experience. Customer surveys help us measure how well we are delivering on our promise. We survey customers at least twice per school year. These surveys represent an opportunity for us to formally measure how we are doing, gain a better understanding of our customers' needs, and implement new programs in order to improve customer satisfaction and demonstrate additional value to the partnership.

Annual Customer Survey

Our annual customer survey focuses on our relationships with our customers and our overall service of the contract. To confirm that we are delivering to our customers what they need and feel is important to their districts, we ask customers to choose which factors are most important to them in a student transportation provider and tell us how we are delivering in those areas. The data compiled from the survey allows us to continue to make improvements in order to be a better partner.



Back-to-School Customer Survey

Each year, we distribute a back-to-school survey to our customers to help gauge our service delivery during the first 30-45 days of the new school year. This allows us to check in with customers shortly after the school year begins and serves as another touch point of our commitment to being a good partner and service provider. By asking questions about performance, communication, and overall satisfaction, we can analyze how successful our start-up services are with new and existing customers. All results and comments are reviewed by our executive team; any improvements noted are discussed between on-site management and the district for appropriate resolutions.

Account Management: True Partnership

We believe the key to providing great customer service and the partnership you deserve is through ongoing communication. We strive to develop a partnership with each school district in which both parties work together to ensure that the student transportation program is the best it can be.

Our local managers will meet regularly with school administrators and will be readily available to assist the district. Corporate and regional support is also available as needs arise. In addition, subject matter experts will visit your local customer service center (CSC), audit our programs and meet with district representatives.

Durham may also host customer feedback sessions, in which key contacts from districts we serve are invited to an offsite meeting to discuss what's working and what's not with our operations staff. This helps us evaluate our performance and is instrumental in helping us make changes to enhance our customer service system wide. Past sessions have helped us determine what additional training we should provide for our general managers, and how frequently corporate staff should visit our local CSCs.

Weekly Report Card

Durham gathers operational data constantly in our DOMO tool. From maintenance compliance, to on-time routes, to safety, and staffing information, we send selected contacts in your district administration a weekly report card showing you, in almost real time, how our operation is performing.



Communication with Constituents

In order to be responsive and accessible to the needs of your district, including administrators, students, and parents, Durham has a number of other feedback mechanisms. Some examples include:

- General managers regularly attend local parent and teachers' association meetings.
- Staff will hold safety presentations for parent groups to include question-and-answer sessions.
- Parents are encouraged to call the local CSC with any questions or concerns.



Complaint Resolution

At Durham, we take each complaint seriously. Because safety is our number one priority, any complaint made regarding a driver's performance is handled immediately. All concerns are documented in a daily log and then forwarded to the safety and training supervisor as well as the operations supervisor. Our local team works together with the district to determine if the allegation can be substantiated through witness interviews, field observations, driving evaluations, and clarification of district policy or procedure. Appropriate corrective action will take place, that may include retraining or in a worst-case scenario, termination.

In the event the parent or administrator does not feel that their complaint has received the proper level of attention, a senior executive will help facilitate resolution. Our goal is to work in partnership with our customers, while keeping in mind adherence to legal and safety practices.

Feedback Management System

As part of our commitment to excellence, we have developed a cloud-based feedback management system called BusReport that is used to manage suggestions and complaints, both internally and externally, in a structured fashion. Internally, this system replaces daily logs by tracking everything in BusReport. Externally, we accept feedback from the public at 1-833-BUSREPORT or *www.busreport.com*, through a customer portal where our customers can enter more detailed feedback using their own login credentials.

All feedback received through this system will be funneled directly to our local customer service center, where the general manager will assign responsibility to research and resolve issues. Prior to final resolution, your general manager will have seen and approved the research and subsequent conclusion. To ensure issues are addressed in a timely manner, email reminders alert our team members when something is due. If they do not resolve issues in a timely manner, cases are forwarded to our regional support staffs. After cases have been completed, team dashboards allow our CSCs to view possible trends.

Additionally, the general public and our customers will receive automatic email updates which will give them a confirmation of feedback entry, a case number and updates when a case has been closed. Our customers will also be able to view the major steps of each case as it pertains to track the progress of issue resolution.

Through BusReport, our organization can benefit from the feedback received and help us to continually improve to ensure we provide the safest transportation possible.

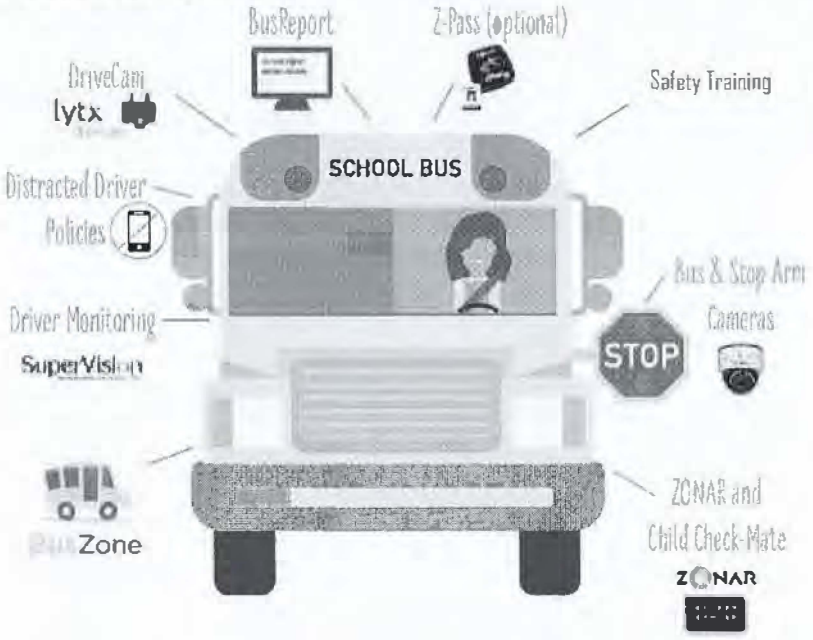
Our Safety Culture

When choosing a partner, your district deserves the safest transportation for your students. There is nothing more important to us than safety, one of our core values. Our safety statistics are the result of a rigorous safety culture. Through effective employee screening, continuous training, the use of prevention tools and communicating daily safety messages to our employees, we continually strive parent

An effective safety program must encompass all aspects of transportation, including operations, training, maintenance, and administration, while remaining focused on people, students, employees and the public. Our number one responsibility is to protect against harm and to give our customers the confidence that we will provide safe and reliable service every day. Our combined safety and training programs are the tools and resources we use to provide continual safe and efficient operations.

Our Core of Safety and Prevention Tools

We use prevention tools, strategy technology, and extensive training on accident and incident prevention to help develop the right employee behaviors. Included below are brief descriptions of our safety tools. Please see the **Technology** section for more detailed descriptions of the technology we use to provide the safest environment for your students. Please see our **Training** section for more information on employee training.



Safety Technology

The safety of your students begins before they step foot on our vehicles and follows through to the moment they step off. With our suite of safety technology, the district, parents, and our operations can monitor the safety of our passengers.

Electronic Vehicle Inspection Report

By law, each driver must complete a safety inspection, or daily pre-trip, before leaving the yard. Using our electronic vehicle inspection report (EVIR) system, Zonar, drivers are required to inspect the 13 check zones for any deficiencies the bus may have. The EVIR system records the inspection results and transmits the information to the maintenance shop for appropriate action.

BusZone

A mobile parent app that allows parents to view their students' current bus location and information about the route in near real-time, including the scheduled and estimated arrival times to the stop. The goal is to provide parents with a greater sense of comfort and visibility with their students' transportation.

Camera Systems

Camera systems (where provided) allow us to protect students and communities by keeping an eye on student behavior, driver behavior, and the immediate surrounding public. Our interior camera systems include one to four cameras with digital video and audio recording (varies based on state laws). Exterior cameras may be used in conjunction with local law enforcement, where allowed, to catch drivers that illegally pass a bus during loading and unloading.

Child Check

Drivers and bus monitors must complete a thorough check for sleeping children on the bus at the end of each route and prior to leaving the bus at any time. Each driver and monitor must sign a pledge committing to this responsibility. Failure to comply with this policy will lead to disciplinary action; if a child is left unattended, the driver and bus monitor (if present) will be terminated.



To ensure compliance with this policy, our buses are equipped with Child Check, an electronic child check system from Zonar® that includes an RFID tag in three locations inside the bus to certify that drivers conduct mandatory child checks at the end of each route. If the check is not completed, the lights and horn on the bus are activated as an alert.

Student Tracking (Optional)

Zonar provides a student tracking system, Z-Pass, which tracks individual students GPS location through a card with a radio frequency identification (RFID) chip that students must swipe at a card reader when entering or exiting the bus. This system allows us to determine if individual students are on a bus at any given time and to track where students get on and off the bus. In conjunction with GPS, the technology may be used to locate children in the event of an emergency. For example, if a student boards the wrong bus, we can quickly determine which bus they are on or the bus stop where they left the bus.

Safety Focus in our Hiring and Training Programs

Not only do we make sure your students are safe on the vehicle, we ensure we are hiring the right people and training them in the best way possible to continue the care and safety of our passengers. For more specific information on employee training, please see the **Training** section.

SuperVision Driver License Monitoring

SuperVision® provides Durham School Services with continual monitoring of our drivers' personal driving records after they are hired, leading to safer operations. Data from state and federal records are combined to capture driver records, violations and inspections so that we can manage our staff and take measures to respond appropriately, as issues are reported.

SuperVision
Always looking out for your fleet

LLLC Defensive Driving™

The LLLC (Look ahead, Look around, Leave room, Communicate) defensive driving principles are tools drivers learn to avoid accidents and to be prepared for various traffic situations. These principles help to maintain a safe amount of room around the vehicle, improve visibility and provide extra time to make decisions while driving.

Student Management Training and Bus Safety Training

Some of the most important aspects of our training program are student behavior management and student safety training. For the safety of all passengers and any interaction we may have with the public, our drivers are trained to deal with problematic behavior that may put others at harm. We offer safety training for students including the bus's "Danger Zone," emergency evacuations and safe riding procedures.

Driving Out Harm Program

Driving Out Harm is our principal safety program. It aims to educate all employees on how important it is to drive out all risks of harm to our customers, employees and others affected by our business. We are all leaders in safety at Durham and have personal responsibility for safety in the workforce and safety on the roads. Through our **12 Global Standards**, we identify all national and local requirements, appropriate levels of management and supervision, and expect all levels of personnel to manage our health and safety policies. Below is a brief overview of the standards.



1

Competence and Fitness of Bus Drivers

Driver Selection · Recruitment Qualifications · Competence Assessment · Physical Capabilities · Drug & Alcohol Testing · Refresher Training · Monitoring · Pre- and Post-Trip Inspections and Training

2

Competence and Fitness of Maintenance Staff

Selection and Recruitment for High Performers · Work Competence through Training and Management · Physical Fitness to Complete the Job · Identifying Activities that have Potential to Affect Safety · Detailed Recordkeeping

3

Competence and Fitness of Other Staff Personnel

Selection and Recruitment for Outstanding Managers and Supervisors · Management Training · Competence Management · Physical Fitness to Perform Duties · Detailed Recordkeeping

4

Drug and Alcohol Standard

Screening personnel in safety sensitive positions up to, and including senior management. Tested prior to employment, following incidents or accidents, and we DOT random drug screens for all levels of employees.

5

Safety of Vehicles - Buses

Our vehicles are maintained to all standards and safety requirements. OEM Standards · Emergency Action Plans · Inclement Weather Plans · Route Risk Procedures

DURHAM
SCHOOL SERVICES



Safety of Premises

Our employees, visitors and contractors have the right to work in a safe and well-managed environment. All potential hazards must be identified, and recorded, and risk controls implemented to eliminate or reduce risk.



Risk Assessment

Risk assessments are an essential part of how we manage safety allowing us to understand the potential for harm arising from these activities and to plan and implement effective controls to minimize harm.



Personal Protective Equipment (PPE)

All employees are required to be equipped with PPE, including eye protection, ear plugs, protective clothing and high visibility vests to be worn in assigned areas (designated by posted signs).



Accident and Incident Investigation

Reporting of accidents and incidents and an effective investigation process are vital to determine the causes and to identify controls to prevent recurrence. Our professionals conduct investigations, report, analyze data and keep records.



Incident Response and Management

An effective response to an incident is critical to the safety of all persons involved and to the prevention of further harm. We are prepared to control the situation and to immediately establish safe conditions, communication and support.



Safety Audit and Management Checks

All areas of our business are subject to safety auditing and management checks. Safety audits are completed by area directors of safety; results are then analyzed and recorded by our local teams and local safety committee.



Safety Validation of Change

Managing risks associated with change involves determining the level of safety required, any change process that may need to be implemented and auditing for control. This is both for internal changes and changes for our district partners.

Incident Response and Management

As one of the tenets of our Driving Out Harm program, the Incident Response and Management plan is one we would like to expand further on. Not only do we focus on being prepared with our safety training, but we have an extended System Security and Emergency Preparedness Plan (SSEPP).

System Security and Emergency Preparedness Plan (SSEPP)

Each location has a System Security and Emergency Preparedness Plan (SSEPP) created for that location based on our standard SSEPP. This SSEPP outlines the process to be used by our operations team to make informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, we hope to achieve not only an effective physical security program, but also to enhance our coordination with the local public safety agencies in our service areas. Improved communication will increase their awareness of our resources and capabilities, and improve our readiness to support their efforts to manage community-wide emergencies.

In order to be effective, the activities documented in our SSEPP focus on establishing responsibilities for security and emergency preparedness, identifying our methodology for documenting and analyzing potential security and emergency preparedness issues, and developing the management system through which we can track monitor our progress in resolving these issues.

Our threat and vulnerability assessment procedure is as follows;

Threat and Vulnerability Identification

The primary method used by Durham to identify the threats to the system and the vulnerabilities of the system is the collection of incident reports submitted by operators and supervisors and information provided by local law enforcement and subcontractors.

The Safety Committee will review security information resources and determine if additional methods should be used to identify system threats and vulnerabilities such as a formal evaluation program to ensure that security procedures are maintained and that security systems are operable.

Security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- **Equipment preparedness** - to ensure that security equipment is operable and located where it belongs
- **Employee proficiency** - To ensure that employees know how and when to use security equipment
- **Location effectiveness** - To evaluate security by employing security system exercises.

Emergency Response Guide

Every operating location has a specific emergency response guide (ERG) based on the standard Durham School Services' ERG. This guide has a space for all important phone numbers (GM, AGM, Maintenance, Safety/Training, Client contacts, corporate phone numbers, and the company crisis hotline. The ERG lists out response requirements for numerous emergencies including the following:

- Important phone numbers
- Crisis response
- Emergency action plan
- Media relations
- Fire
- Gas leaks
- Bloodborne pathogens
- Mechanical breakdowns
- Government inquiries
- Work-related injuries
- Radio usage
- Bomb threats
- Crime in progress
- Severe weather
- Winter driving
- Tornadoes
- Hurricanes
- Earthquakes
- Floods
- Bus evacuations
- Civil disturbances
- Hijacking and terroristic threats
- Active shooter
- Accident and investigation procedures

Accident and Incident Response

It is our goal to have a unified and consistent approach to accident response and procedures. Accident response procedures begin immediately with a report to dispatch to notify all appropriate parties according to the severity of the accident. In the case of minor or major injuries, or if children are on board, immediate notification to the authorities will occur.

Employees are also required to contact our crisis hotline as part of the reporting process so that we can troubleshoot any situation and ensure that the proper response plan is crafted and executed. In addition, each employee is trained to report the incident to our insurance and claims administrator within 24 hours of occurrence. Sedgwick, our third-party administrator, manages auto and general liability claims and workman's compensation, working closely with our legal/risk and safety departments to ensure that claims are effectively managed.

Accident Procedures

Our bus drivers are trained in this procedure for accidents, never leaving the bus unattended.

- Do not move the vehicle until directed to do so by the authorities
- Contact dispatch with the following information:
- Bus and route number
- Location of accident
- License of other vehicle (if applicable)
- Whether students are on board, and if so, notify state and local police
- Description of injuries and whether medical attention is required
- Number of students on board
- Whether or not emergency vehicles are needed
- Gather the required information for the accident report card, including:

- Name, address, and driver's license number of other drivers involved
- Insurance company name and policy number
- Name of investigating officer and agency

- Distribute courtesy witness cards to any potential witnesses
- Refer all insurance coverage questions to risk management
- Assist law enforcement officials as necessary
- At the return to the customer service center, give a complete report to the supervisor
  In accordance with all local laws and company policy, the local manager/supervisor must arrange for the administration of a drug and alcohol test on the vehicle driver.

Safety Audit and Management

Our audits give us the assurance that standards for safety are delivered according to requirements, and that the requirements are effective and appropriate. Auditing provides a basis for updating our safety management requirements to reduce risks in our business. Where there are unsafe or potentially unsafe working practices or conditions, these checks provide an excellent means for taking immediate corrective action to reduce risk. Management checks are mandated at all levels, providing a key component of safety performance monitoring in all locations.

Scope and Application of Requirements

Our standard establishes minimum requirements to be applied at our locations to ensure safety audits and management checks are undertaken in a consistent, rigorous, and effective manner. Audit and management checks in this standard cover activities carried out by our employees and our contractors, and include three tiers of audit:

- **Management checks** – Regular checks carried out by management to ensure day-to-day activities are being conducted safely and in accordance with standards, policies, working instructions and procedures.
- **Internal audits** – Conducted in each customer service center by functionally independent auditors, e.g., area director of safety to check compliance with implementation of standards and policies.
- **External audits** – Commissioned to provide an independent review of the implementation and effectiveness of safety management policies. Audit reports are provided to us for review.

Occupational Safety and Health Act (OSHA)Compliance

Per OSHA requirements, we provide our employees with a workplace free of recognized hazards that have the possibility of causing an injury. We are committed to providing a safe work environment and to complying with all governmental safety regulations. Our safety programs and efforts comply with the following OSHA requirements:

- Provide well maintained tools and equipment, including personal protective equipment.
- Provide training on hazardous communications, bloodborne pathogens, lock out tag out, accident investigation, safety committee development, etc.

- Maintain proper documentation of training to ensure training is current and provided on a regular basis.
- Conduct regular workplace safety inspections to identify potential hazards and to develop corresponding action plans to remedy any issues.
- Report within eight hours to OSHA any accident that results in a fatality or within 24 hours the hospitalization of one or more employees.
- Maintain an OSHA 300 log at each customer service center, updating as needed. Post the log in each customer service center according to required timelines.
- Each customer service center will post the OSHA poster that informs employees of their rights and responsibilities, and ensure that employees are knowledgeable in communicating safety issues to local management so they can be corrected in a timely fashion.

In addition, our team of area safety directors and corporate safety staff analyze all injuries to develop safety programs in various areas including slip, trip, and fall prevention and safe body mechanics.

Corporate, Area, and Local Safety Support

We preserve and improve our safety record through a cooperative effort between supervisors and employees, and between colleagues at all levels to contribute to safe working conditions and accident-free performance. Our area safety directors and corporate safety staff meet monthly to review trends, discuss initiatives, and provide training and share ideas and best practices between customer service centers throughout the organization.

Members of our executive team visit customer service centers with the purpose of discussing safety initiatives and performance. These visits are informal, providing an opportunity for the local safety team to have an open dialogue with our executive team members about safety at each of our locations.

Our safety professionals provide support for each customer service center in the following areas:

- Training and developing managers and supervisors
- Promoting safety and developing company programs
- Conducting a bi-annual safety audit
- Improving loss prevention by minimizing risk

We routinely hold company-wide safety conferences. This event allows our general managers to interact with area and corporate support staff and to set safety expectations for the following school year. Breakout sessions are held to provide guidance on safety initiatives and reporting requirements.

Safety meetings provide important information such as reviews of accidents, outlining steps to prevent future accidents of the same type, recognition of safe drivers, suggestions for promoting safety and identification of potential safety hazards.

CSC Safety Committee

Each company facility has established safety committee – typically six members including a member of the driver management staff, a maintenance supervisor and a minimum of four drivers. Members meet monthly and when needed to review accidents or injuries in a timely manner. Safety assessment and auditing discussions will be kept on file at the facility for review by the area director of safety and area management. The safety committee assesses and audits accidents and injuries by:

- Detecting and eliminating unsafe conditions, practices, procedures and policies
- Reviewing all motor vehicle accidents, determining cause and recommending prevention measures with the direction and assistance of SVP Safety and legal counsel if deemed necessary
- Reviewing all employee work-related injuries or illnesses, determining cause and recommending prevention measures
- Conducting regular safety inspections of the facility
- Identifying physical hazards in the service area
- Promoting safety awareness
- Acting as role models through strict adherence to company safety policies and procedures
- Assisting the local management staff with the facility safety communication program
- Soliciting feedback and suggestions from employees and making recommendations to management on safety and training issues
- Recommending safety incentive programs
- Recognizing safety accomplishments

Safety Committee Training

The area director of safety assists with instruction. Training topics may include:

- Determining accident/injury root cause
- Safety incentive programs
- Safety communication programs
- Facility safety inspections
- Hazard identification and correction
- Safety policies and procedures
- Group dynamics

Safety Inspections

Planned inspections assess implementation of safe arrangements on new or current premises by confirming that hazards have not changed, specified control measures are in place, there are no changes in the environment which could adversely impact on risk and any unsafe acts.

Internal Safety Inspections

We have developed a comprehensive inspection program requiring each customer service center to conduct a monthly internal inspection; results are documented on a facility safety inspection form and corrective action plans are developed to address deficiencies.

Risk and Safety Management Inspections

Safety inspections will be conducted monthly by location management and at biannually, by any member of safety management team. These inspections may also be conducted by outside consultants or business partner vendors with prior notification and authorization by risk and safety management. All safety inspections follow DOT, OSHA, and state school bus regulations, along with our own policies at each operating location. In addition, we conduct an annual review of all school bus legislative requirements to ensure we meet all state laws, rules and regulations in each state of operations.

Inspection Reports

Inspections are recorded on the facility safety inspection form, including date completed, name, location, and activities inspected. The location manager maintains records of inspection schedules, checklists, reports, and monitoring of corrective actions from the initial report to the final completion for audit purposes. Inspection records are kept on file for two years.



Hiring, Training and Retention

Employee Recruitment and Selection

Durham School Services is not just another bus company. We differentiate ourselves by providing the best service to our customers while providing the best opportunities to our employees. Our approach is to treat both customers and employees as partners where we work to deliver on long-term commitments around goals, priorities, and standards.

We know our employees are the key to our success, so we give them every opportunity to develop and leverage their strengths. We provide employees with the following:

- Climate of trust and respect
- Commitment to safety through employee screening, training, technology, and corporate support
- Open door policy
- Professional job-related training
- Competitive wages and benefits
- Career growth path

We invite the district to visit a nearby Durham School Services' School customer service center. The difference your representatives will see is how employees interact with one another, depend on each other as a team, and respect the experience each has to offer. This dedication can be seen in the way our drivers dedicate time to children, to the community, and to the special needs children they serve.

Recruitment

Performance Criteria

We have expert driver recruiters to staff our operations at or above required levels at all times. Our recruiting professionals' research market driven salaries from local and surrounding communities, including salaries from other industries which may compete for front line employees and uses this key information to ensure our salaries remain competitive in the market.



To ensure we are always properly staffed, all locations have access to our comprehensive online recruiting toolkit named **ADORE** (**A**ttract, **D**ecide, **O**nboard, **R**etain and **E**ngage). This toolkit includes templates, plans, videos, marketing materials and best practice samples of how to effectively recruit **our most important resource – our Drivers**.

Our corporate recruitment team will partner with local operations staff to develop a comprehensive staffing campaign, including appropriate print and online advertising, promotions with local vendors, and various other techniques customized for your community. Working closely with the local

management team, we use a variety of recruitment techniques to attract employees from your local area:

- Community-based organizations including PTAs, churches, government agencies and local chamber of commerce groups
- Print and radio advertising in local media
- Advertisements at retail locations, community centers, retirement residences, and veteran groups
- Onsite advertisements at local customer service centers
- Unemployment offices and various job training programs
- Direct mail to area households

Commitment to Diversity

Equal Employment Opportunity

Durham does not allow discrimination on the basis of race, color, religious belief, sex, marital status, age, national origin, ancestry, physical or mental disability, medical condition (including pregnancy, childbirth or related medical conditions), sexual orientation, family care leave status, or veteran status in recruitment, selection, training, utilization, promotion, termination or any other personnel action. We are committed to providing a work environment that is free of discrimination. Therefore, harassment will not be tolerated based on any of the above mentioned legally protected characteristics. Additionally, Durham will make reasonable accommodations to allow a person with a disability to perform a job's essential functions, providing that such an accommodation does not jeopardize the health or safety of our employees, our passengers, or the community we serve.

For additional information regarding Diversity, Equity and Inclusion, please refer to our training section on page 14 and also our retention section beginning on page 19.

Driver Selection and Hiring Requirements

In support of our commitment to safety, we meet or exceed all required federal and state mandates for school bus transportation. The depth of our practice of checking employee criminal backgrounds, motor vehicle records, and work history sets us apart from our competitors, both in the work environment we create and in the service we provide.

We use an Applicant Tracking System (ATS) to hire all driver, monitor, maintenance and staff employees. Taleo allows us to drive a consistent hiring process that complies with all employment legislation. This ATS also allows us to evaluate our hiring effectiveness and provides us with key metrics to ensure we continually improve our overall recruiting efforts.

Each new candidate must go through our pre-employment qualification screening. We have high expectations for our employees and look for the best to serve your district. We use a third-party vendor, HireRight, an industry-leading, hiring process management and compliance company, to ensure the background checks, drug testing, DOT checks, physicals, driving records and other mandated background information is thoroughly screened for the most qualified candidates.

Additional Driver Screening Services: To ensure DOT regulatory compliance and company hiring standards, in February 2019, we expanded the services of our third-party vendor, HireRight, to include premiere physical review which includes a review of all driver physicals ensuring the driver meets Federal DOT minimum medical standards. In addition to validating the driver meets medical standards this review also confirms the examiner completing the review is included on the DOT registry of certified medical examiners.

Physical Performance Test: As part of the interview process, this test is an integral part of determining whether our potential drivers and monitors will be able to perform the tasks necessary to the job, outside of simply driving the vehicle. This test evaluates whether the candidate would be able to evacuate themselves and their passengers in case of emergency and whether they are able to perform the tasks that are part of driving, but can cause some physical stress from repetition.

Driver Qualifications

The following are qualifications for employment as a driver with our company:

- At least 21 years old and have had a valid driver's license for at least three years
- Complete an employment application, including acceptable employment references
- Participate and successfully complete a structured, behavioral-based interview
- Score acceptably on the employee safety inventory (ESI)
- Possess an acceptable motor vehicle report (MVR) (driving record abstract)
- Submit to and pass a background check with no criminal convictions for sex, drug, violent offenses or felonies
- Complete a physical examination
- Pass any additional state or locally required driver qualification checks (fingerprinting, child check registries, etc.)
- Successfully complete our company's driver training program
- Satisfactorily pass a behind-the-wheel evaluation by designated evaluators
- Secure a commercial driver's license with passenger endorsement
- Be properly licensed to operate a school bus in the state of employment



Bus Monitor Qualifications

The following are qualifications for employment as a bus monitor with us:

- At least 18 years old
- Complete an employment application, including acceptable employment references
- Pass a pre-employment drug test and physical examination
- Complete our training program and obtain any applicable state training certifications
- Pass a criminal background check
- Satisfactorily demonstrate job competency through an in-bus evaluation by designated evaluators

Motor Vehicle Record Check

We review each applicant's and employee's current motor vehicle report. At a minimum, applicants and employees in driving positions must meet the following standards for driving records:

- No driving while intoxicated or driving under the influence for at least 10 years
- No homicide, manslaughter or assault arising out of the operation of a motor vehicle
- No major violations within the past 36 months:
- Failure to stop at the scene of an accident (hit and run)
- Driving while license is suspended or revoked
- Possession of opened container of alcoholic beverages
- Reckless driving
- Speed contest, drag racing or attempting to elude an officer of the law
- Speeding ticket for driving more than 15 miles per hour or more over the posted limit

Annual Review of Driving Record

Driving records for each employee who drives a company vehicle must be obtained and reviewed annually. Driving records may be reviewed more frequently as required by state law or contract. As part of the review, the driving record is signed and dated by a supervisor and the employee.

Drug and Alcohol Testing Programs

Our drug and alcohol testing program has been created to protect our customers, the public, and our employees. It mandates discipline up to and including termination. This program is intended to comply with all applicable state and federal regulations governing workplace anti-drug and alcohol abuse programs in the transportation industry.

Our third-party vendor, HireRight, has assigned a medical review officer to perform employee drug and alcohol testing mandated by the U.S. Department of Transportation (DOT) in 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs." Drugs are prohibited in the workplace by "The Drug-Free Workplace Act," located in 20 CFR Part 29. Accordingly, there are two specific drug and alcohol testing procedures outlined in our company's drug and alcohol prevention program; we include DOT procedures and company procedures. The DOT procedures apply to employees and job applicants in safety-sensitive job functions, including all drivers and other employees who may operate commercial motor vehicles or perform safety-sensitive functions.

Under the DOT procedures, testing will be conducted in the following instances:

- Pre-employment
- When a driver is involved in an accident that results in any of the following criteria:
  - Fatality
  - Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident and our driver receives a moving violation citation within eight hours of the occurrence
  - One or more vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle, and our driver receives a moving violation citation within eight hours of the occurrence
- Random testing. The DOT requires 50% of employees performing safety-sensitive functions to be tested for drugs; and 10% tested for alcohol annually; we exceed this requirement by randomly testing 55% of all employees performing safety-sensitive functions for both drugs and alcohol annually
- Any time there is reasonable suspicion of use
- When an employee performing a safety-sensitive function returns from a drug and/or alcohol treatment program, in which the employee would also be subject to follow-up testing

If circumstances do not warrant testing under DOT procedures, then the company's procedures will be used as the secondary standard. Under the company's procedures, testing will be conducted in the following instances unless otherwise prohibited by state law:

- Post-accident, for any employee involved in the following:
  - Preventable street motor vehicle accident
  - Preventable third-party injury
- Any time there is suspicion of drug or alcohol use
- When an employee returns to work after a leave of absence of 30 days or longer
- When a safety-sensitive employee returns from a drug and/or alcohol treatment program, in which the employee would also be subject to follow-up testing

All Employee Background Check Policy

We obtain criminal background checks, which may include fingerprinting, to comply with applicable state and federal laws, as well as company policy and district standards. An applicant will not be denied employment based solely on the grounds of a conviction or guilty plea for a criminal offense. The type of offense, the date of the offense, and the relevance of the criminal conviction/guilty plea to the position applied for may be considered in the employment decision. Before any background check is run, we require each applicant to complete and sign a disclosure and authorization form to give permission to check their criminal and driving records. Prior to being disqualified from employment, the applicant must be given a pre-adverse action letter which provides instruction on how to view the information contained in the criminal and driving record check.

Education Verification (All Non-Driving Positions)

Education is verified once an offer has been extended and accepted. For eligibility, all information must be verified with no discrepancies. A candidate will be considered ineligible if there is a significant discrepancy in the major course of study or if the candidate did not complete the education component but reported it as being complete. Candidates are given the opportunity to provide records to prove attendance or completion.

Employment Verification (All Non-Driving Positions)

Employment is verified once an offer has been extended and accepted. Verification is limited to the preceding three years of employment or three previous employers. For eligibility, all information must be verified with no discrepancies. A candidate will be considered ineligible if there is a significant discrepancy in the title or responsibility documented.

Medical Assessments

Once an offer has been extended and accepted, we require candidates for driving positions and non-driving safety-sensitive positions, e.g., mechanics and bus assistants, to undergo medical examinations to ensure they are physically fit for the job for which they have accepted. Thereafter, at a minimum, medical assessments are then given:

- Every two years for drivers
- Annually for drivers over the age of 65 where state and local laws allow frequency of medical assessments to be based on age

Employee Safety Inventory (ESI) Assessment

In addition, each driver applicant must successfully complete our employee safety inventory (ESI), an assessment tool that measures the employee's attitude towards safety. Drivers who possess the proper attitudes toward safety and accident prevention will be less likely to engage in unsafe behaviors on the job. On-the-job accidents can result in lost work time, increased insurance rates, workers' compensation claims, disability payments, civil suits and lowered employee morale.

Perhaps the most important selection criteria are the disposition and personality traits the candidate demonstrates during the interview process. We know people are the key to everything we do. We encourage our interviewers to ask themselves, "Would I feel comfortable letting this person drive my children?" If the answer is "no," the person is not hired. Simply put, when you hire great people and surround them with a positive culture, you deliver excellent service. If the structured interview does not indicate the person has the commitment and desire to work with young people, they will not be hired.

Hiring Disqualifications

An applicant may be disqualified based on the following criteria:

- Unsatisfactory driving record or accident history
- Convictions for sexual offenses of any nature (felony or misdemeanor)
- Convictions for drug possession, use, trafficking or manufacturing
- Convictions for assault or battery
- A pattern of misdemeanor convictions
- DUI within the past 10 years
- Any felony conviction
- Receives a "not recommended" result on the ESI assessment
- Failure to meet age and legal work authorization requirements

An applicant is similarly rejected if he or she has a poor work history with previous employers or if he or she misrepresents information on the application. Failure to pass the physical or pre-employment drug screen is also grounds for rejection.

Employee Recordkeeping

Each location is required to keep employee records on file per federal, state and local mandates. Employee records are kept confidential, released only to persons designated and authorized to view, compliant with all laws and regulations, and consistent with our policies. Active employees have the right to review information in their employee file in the presence of a supervisor or manager.

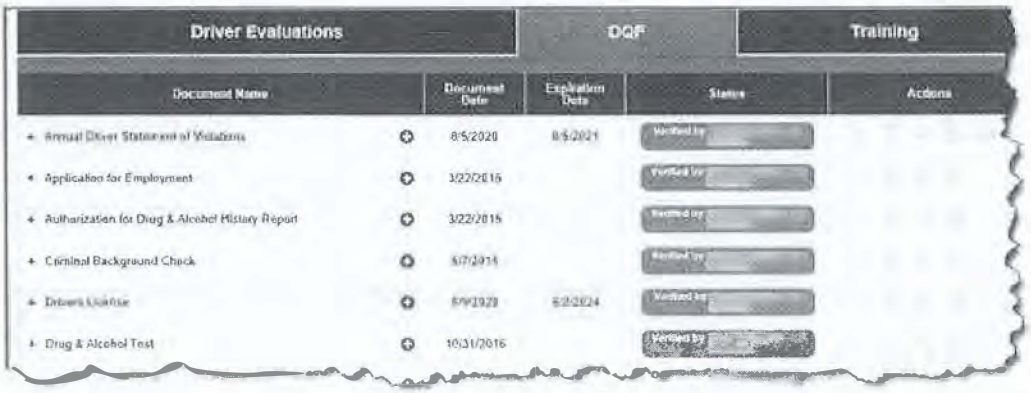
New Hire Paperwork

Every new hire must complete new hire paperwork to be kept on file with our company. New hire paperwork complies with all federal, state and local mandates. New hire paperwork consists of, but is not limited to:

- New hire form
- Employee handbook acknowledgment
- Corporate confidentiality and privacy policy
- W-4 form
- Corporate personal appearance policy
- Durham contact list
- Form I-9 employment eligibility
- Direct deposit
- Information security policy

Electronic Driver Qualification Files (DQFs)

Electronic DQFs are maintained for all employees subject to DOT regulations. This digitized system creates a standardized and electronically accessible platform to ensure regulatory compliance as well as compliance to company policies. Through this platform, we monitor our overall DQF, Driver Evaluations and Initial Classroom and Behind-the-Wheel (BTW) training compliance through monthly KPIs and provide locations the necessary visibility to proactively manage upcoming expirations.



Orientation

A formal orientation program is held at all locations and includes general information about our company, opportunities for development, key company guidelines and the employee handbook. Supervisors ensure that each new employee participates in the program and receives the necessary information and training to acclimate to their new positions. During the employee's first 90 days on the job, the supervisor will assess the employee's ability to get along with others, punctuality, attendance and other indicators of job success. During this time, employees are encouraged to meet with supervisors to set performance goals and to discuss any questions or concerns.

Orientation Checklist

Supervisors are responsible for familiarizing new employees with their local work environment during the first few weeks on the job.

Company and Job Information

- Company mission and values
- Tour of work area, introduction to staff
- Function of work group and of job, interdependence of job functions
- Explanation of responsibilities
- Levels of supervision and management
- Availability of supervisor for questions
- Work habits (promptness, appearance, etc.)
- Safety guidelines
- Reporting accidents, work injuries or hazardous situations
- Internal and external customers
- Equipment and supplies

Guidelines and Procedures

- Work schedule
- Attendance and punctuality guidelines
- Business confidentiality
- EEO guidelines
- Harassment guidelines

- Professional conduct guidelines
- Meal and break periods
- Drug and alcohol guidelines
- Smoking rules
- Use of telephone and personal calls
- Rules for parking personal and company vehicles
- Time reporting
- Time off (holidays, vacations and sick leave)
- Notifying supervisor of lateness or absence
- Supervisor's telephone number
- Promotions and job posting
- Personal appearance and uniforms
- Safety equipment and guidelines
- Location of entrances, elevators, restrooms, lounge or eating area, fire exit, storm shelter and facilities for disabled

Salary and Benefits

- Method and frequency of pay, payroll periods and deductions
- Overtime
- Benefit plans
- Performance feedback and salary review process

Compliance with All Applicable Laws

We will comply with all federal, state and local laws applicable to providing student transportation services for the district. This includes maintaining the requisite licenses, permits, certifications, ratings or other requirements for operation of the business.

Employee Training Programs

Our employee training programs prepare our employees to deliver the safest and most reliable service in the student transportation industry. Each department has specific training that focuses on the needs of both external and internal customers. Each employee is expected to pass all required instructional materials and to meet or exceed qualifications as outlined by local, state and federal regulations. Our customer service centers receive unmatched support from a team of safety and training professionals consisting of both region and corporate resources.

We offer new hire and continual training courses designed for:

- Certified instructors
- Drivers, monitors and dispatchers
- Mechanics
- Managers

New drivers must complete rigorous training courses that average 40-52 hours of classroom and behind-the-wheel training. Dispatchers and monitors are required to pass the driver training classroom curriculum, and if applicable, dispatchers will continue our behind-the-wheel training and

CDL licensing for driver certification. Other training programs incorporate mandatory mechanic certification and also an incentive for ASE certification. We require all management personnel to attend our annual management training courses taught through our Durham University program. Every employee is also required to participate in annual refresher training and to attend our monthly safety meetings. Specific information is below for each class of employee training.

Driver, Dispatcher, and Monitor Training Program

The key to providing safe transportation for your students is to provide great employees. The right attitude, the best training, and most of all, possessing the highest standard of care for the students are critical success factors of our training. Our safety training program, S.T.A.R., has been developed specifically for us to ensure our customers are provided with the best skilled drivers and monitors. S.T.A.R. training is aligned with the Federal ELDT training requirements.



This program emphasizes current safety prevention tactics, proper bus inspections, student management and the extra attention our special needs riders deserve. Monitors are required to participate in the classroom training program with emphasis on safety basics, intersection, danger zones and student management. Since many dispatchers began as drivers, those who retain their CDL license are also required to participate in all driver classroom and behind-the-wheel curricula.

Classroom Training

Our classroom training is 20-30 hours of in-depth material to prepare our drivers and monitors for the safest driving practices. The delivery of the curriculum incorporates various instructional methods. We use lecture, digital video device courses, classroom discussions, simulations and assessments to assist with the understanding, retention and application of the training content.



Behind the Wheel Training

Our behind-the-wheel training course gives each driver the opportunity to apply classroom principles to real-life situations in a controlled environment. Since we operate several different types of buses, every driver must be familiar with the bus type and the location of all controls and gauges on the bus he or she will be operating. Drivers must also know where emergency equipment and emergency exits are located on the bus and how to operate the devices. In addition, the driver must know seat belt operations, seat adjustments, lifts and tie-downs, types and locations of mirrors, and other specifics such as vandalock, glow plugs and choke.

Behind-the-wheel training ranges from 20-22 hours. Immediate feedback is provided to compliment or improve the driver's skills during this time.

LLC Defensive Driving

LLC driving principles educate drivers on how to avoid accidents and to always be prepared for any traffic situation.

Look Ahead

Drivers are trained to look 15 seconds ahead of where the bus is at any given point. Using the ***Look Ahead*** principle, drivers can identify potential hazards early enough to react and safely adjust.

Look Around

Drivers must take in the entire scene when driving. Drivers are trained to ***Look Around*** for other cars, pedestrians and fixed or moveable objects on or near the road, especially when making a turn.

Leave Room

Drivers learn to ideally ***Leave Room*** on all six sides of the bus –front, rear, on each side of the bus, and above and below the bus. Techniques are taught for tailgating vehicles, highway driving and low clearance overheads.

Communicate

Drivers are taught to use headlights, brake lights and turn signals to ***Communicate*** their intentions. Drivers must use signals before turning or changing lanes and to allow at least four flashes before acting.

First Aid Training

Our first-aid policy is communicated during driver training and is reinforced during safety meetings. When a medical situation arises, the driver must contact dispatch immediately so the emergency medical personnel can be contacted and dispatched to the scene. Each facility and bus is equipped with a bodily fluid disposal kit. This kit contains items such as latex gloves, eye shield/face mask, apron, powered absorbent material, scoop and scraper, disinfectant, paper towels and biohazard disposal bags with twist ties.

We have a policy for administering EpiPens® that includes additional training and parental sign-off. We offer this service as an option to customers who specifically request it and agree that the policy is right for its students. We will be happy to discuss our policy further upon interview or award.

Bus Safety and Student Management Training

One of the most important aspects of our training program is student behavior management. For the safety of all passengers and for any interaction we may have with the public, our drivers are trained to deal with problematic behavior that may put others at harm.

All personnel participate in Student and Passenger Interaction and Employee Conduct training upon hire and annually thereafter. This training focuses on appropriate and inappropriate conduct, personal responsibility, and reporting of inappropriate conduct.

Bus Safety and Student Passengers

We will instruct K-3 students on proper entry and exit of the bus, emergency evacuation techniques, and general school bus safety through live demonstrations, videos and educational materials. Throughout the year, our education programs focus on safety around the bus "Danger Zone," emergency evacuations, and safe riding procedures.

We are active participants in **National School Bus Safety Week**, held every October. We travel to various areas and teach children about school bus safety. We conduct 30-minute shows to educate students from kindergarten to the third grade. Our transportation professionals are also available to speak at classroom presentations or community organizations.

Proper Student Conduct and Control

Our goal is to safely and comfortably transport students to and from school, on time, and ready to learn. We know this part of the day is important to children, especially young children, and that what happens on the bus can make or break the rest of the day. Understanding the children and their needs helps drivers to handle situations which may arise on the school bus. Drivers are taught to be courteous and to always be in control. Drivers set school bus boundaries through initial authority recognition and by building relationships with students based on mutual respect.

Courtesy is Contagious

The power of a smile cannot be over emphasized. Drivers are trained to be welcoming and to acknowledge each child by name, to help set a positive tone for a comfortable school bus ride.

Dealing with Negative Behavior

Durham School Services will follow the district's discipline procedures, however if there is not a procedure in place, we recommend the following approach.

Our drivers are taught to never allow bullying, sarcasm, or put downs by other students. We will always follow your district's policies for dealing with problematic issues, while following our own basic standards for a safe bus ride. Our drivers are trained to be professional and to be positive at all times, never displaying negative behaviors or facial expressions. The same way courtesy is contagious, so is a negative demeanor.

Addressing Problems and Discipline Procedures

Our drivers are trained to not issue challenges or ultimatums, but rather to follow a four step approach for progressive discipline. Any action a driver may take requires a report submitted to his or her supervisor.

- **First Infraction –** Verbal warning.
- **Second Infraction** – Second warning and ask school to notify the parents of the incident.
- **Third Infraction** – Third warning and recommend that riding privileges be suspended until school meets with parents.
- **Fourth Infraction** – Final warning and recommend temporary or permanent removal from the bus.

Severe infractions will be dealt with on a case-by-case basis in conjunction with the school district's policies and with school officials. We don't want to take away transportation privilege; however, there are instances where a child's behavior causes a serious safety problem for the other children and that child must be removed from the bus. We will consult with your district before any suspension actions are taken. When a suspension of privileges is recommended, we give the child's parents time to make other arrangements for that child to be transported to school, and we will try to accommodate that child until those arrangements have been made.

Passengers Other Than Students

No riders except our personnel or school district personnel are allowed on the bus without prior approval by the local manager. An employee's pre-school age children/grandchildren may ride the bus if the terms and conditions of our employees' children/grandchildren ride along policy are met.

Refusal to Transport a Student

A driver may not refuse transportation to a student unless there is a clear and present danger to others, e.g., a student carrying a weapon.

Release of Students

Once students have boarded buses at the school, they may not be released to anyone other than school district personnel or at their regular stop unless prior permission is given.

My Child Check Policy

As mentioned in the **Safety section**, our drivers are required to complete a both a thorough visual check of the bus and using Zonar for any sleeping children. This check is completed at the end of each route and prior to leaving the bus at any time.

ZONAR
INSPECT • TRACK • KNOW

Driver Evaluations and In-Service Training

All drivers and participating dispatchers undergo a behind-the-wheel evaluation at least once per school year and if involved in a motor vehicle accident. Drivers are given the opportunity to discuss their evaluations with the training supervisor or general manager. If warranted by the evaluation, retraining is assigned and conducted. Evaluations are completed by internally certified driving evaluators that receive specialized training and screening ensuring they meet our high standards and can objectively evaluate the performance of each driver.

In order to remain qualified as one of our school bus drivers, all drivers must participate in at least 10 hours of in-service training per school year. This can be accomplished through attending mandatory safety meetings, special driver seminars and workshops.

DURHAM SCHOOL SERVICES

Topics include:

- Enhanced familiarization with school district
- Pre- and post-trip inspections
- Fire extinguisher instruction and demonstration
- Breakdown procedures
- Evacuation procedures
- Defensive driving techniques
- Accident procedures
- Operation lifesaver (railroad crossing procedures)
- Mirror use, backing and turning point set-up
- Student management
- Student safety awareness
- Winter driving techniques
- Safety competition practice (classroom and behind-the-wheel)
- Post-accident retraining
- Rules and regulations for loading/unloading

Diversity, Equity and Inclusion Training

As an aspiring employer of choice, Durham School Services is committed to creating a best-in-class workplace enhanced by a culture that supports Diversity, Equity and Inclusion, career development and progression for all our team members. With this in mind, we developed a new learning and performance system to support professional development for all that encompasses assigned training and individual career path customization. We have outlined below just a few of the more than 5,000 e-learning courses offered that lend themselves to a better understanding of critical issues, enhancing skill sets and supporting career progression:

- Harassment and Discrimination Scenarios
- Women and Gender Bias: Understanding Gender Bias in the Workplace
- Understanding the Scars of Diversity
- Embedding Inclusion into Everyday Experiences
- Simple Actions to Support LBGTQ Inclusion
- Workplace Diversity, Equity and Inclusion in Action

Certified Instructors and Train-The Trainer Program

We go to great lengths to ensure our own trainers are certified and skilled to train. Driver trainers must complete an online driver trainer certification program provided by our training content provider, School Bus Safety Company, which includes training modules on Learning Basics, Coaching the Adult Learner, How to Train New Operators, and how to use the training material, along with passing a final assessment. Through this certification program, participants receive comprehensive training in adult learning styles, facilitation techniques, how to teach using classroom and behind-the-wheel curriculum.



To ensure application of learning, the participants take part in demonstrating newly acquired or enhanced skills in simulation activities in the classroom and with practicing key driving skills in a closed course. Each customer service center is equipped with the proper certified trainers who have passed this extensive train-the-trainer course. Once certified the trainers are required to participate in recertification every three years. This ensures their skills are up to date with the latest in instructional techniques and offers continued one-on-one development of their competencies in training.

Special Needs Training Program

Our business is devoted to special needs transportation; today, we are recognized experts in this area. We make every effort to hire people with the integrity, patience and sensitivity necessary to be a positive influence in the lives of children with special needs. Transporting students with special needs presents unique challenges to our drivers; we have partnered with School Bus Safety Company, to develop a training curriculum for these drivers. The curriculum focuses on preparing drivers and monitors for transporting students with special needs. The goal is to keep the students safe, comfortable, and make the trip as enjoyable as possible. All drivers and aides who provide transportation for special education students must first complete our regular training program before beginning the special needs program.

The training program includes:

- Overview and legislation requirements
- Roles and responsibilities of the monitor/bus assistant
- Transportation challenges
- Types of special needs
- Lifts and mobility devices
- Securement
- Emergency evacuations
- Balancing specialized needs

The training covers the logistics of student transportation and also focuses heavily on behavior management and the reasons behind the behavior. In one activity, each trainee sits in a wheelchair while it is put on the lift and transported. Exercises like this help drivers to put themselves in the place of the children they serve, experiencing the world from the perspective of a child with special needs. Additional classes on working with visually impaired, deaf, autistic, and wheelchair-bound students are available as required by student needs. Special needs drivers can also meet with each child's parents before school starts to ensure they have adequate insight into the individual needs of each child.

Transportation is an integral part of each special needs student's educational program. Learning about each student's particular needs helps us to provide service at the highest levels possible.



Classroom Training Objectives

After completing the classroom portion of this program, drivers and aides will understand the following:



- Rights of special education students
- Special education student characteristics
- Special education student management techniques
- Behavior patterns of special education students
- Procedures for special education student drop-off
- Ambulatory special education student procedures
- Procedures for transporting students using wheelchairs
- Securement procedures for student equipment
- Emergency procedures

Practical Training Objectives

Before transporting special needs students, drivers and aides must have hands-on, practical experience in the following areas:

- Ambulatory loading, securement and unloading
- Securing student equipment
- Wheelchair loading, securement and unloading
- Emergency evacuation

This program takes approximately six and a half hours to complete, including classroom instruction, practical training and completion of the written exam.

Training Available through Durham's Talent Development Organization

High Potential Development

Building the Bench: This 26-week program targets high performing employees in the field who have been identified as having the potential to step into a General Manager role in the future. In this program, employees participate in eLearning, Virtual Instructor Led Training, in-person training and self-directed activities to grow their technical and leadership skills. The program includes a project where learners apply what they have learned to improve operational or safety performance at their CSC.



Training for New General Managers

We want new General Managers (GMs) in our locations to have a positive onboarding experience so they "ramp up" more quickly in their jobs, are more engaged in their teams, and are more likely to remain a long-term member of the organization. We have created tools and resources for General Manager Onboarding to help provide the following support and experiences to our new GMs:



- Learn: formal online and in-person learning experiences to communicate basic skills and knowledge GMs need to do their jobs; this will include functional/systems skills as well as interpersonal skills
- Engage: experiences designed to help the new GM engage with his or her team members, manager, customer and stakeholders, including expectations, requirements and "language"
- Acclimate: being able to interpret and understand the overall culture of Durham, our various brands, individual teams and the customers we serve; leveraging key contacts and a Training Mentor to help understand and acclimate to our culture
- Develop: ongoing development planning for themselves and their teams

General Manager Onboarding combines on-the-job training under the guidance of an experience General Manager with online training modules that supplement the learning experience. Onboarding includes a face-to-face session where new GMs can engage with each other and with others from across the organization to deepen their knowledge and understanding of the GM role and grow their leadership skills.

Training for All Employees at Durham

New Hire Training

Training is automatically assigned using Cornerstone learning system. This Learning Management System assigns training based on an individual's job title, tracks completion of the training, and sends reminders for incomplete training. Training assigned to new employees, based on job title, includes:



- Compliance training, including Harassment Prevention, Information Security, Business Ethics, Anti-Bribery, and other mandatory compliance topics.
- Safety training, including 3E SDS, Fuel Handling, Reasonable Suspicion for Supervisors, and Manager Accountability for Driver/Operator Oversight
- Dispatcher Training
- Maintenance Training

Role-based Training



Custom eLearning courses are designed and delivered to employees based on their role within the organization and in response to business needs. Creating and delivering custom content helps to ensure that our organization lives its values of Safety, Customers, People, Community and Excellence every day. We utilize our Learning Management System to assign and track training for all full-time employees.

LinkedIn Learning

Durham has partnered with LinkedIn Learning to provide access to LinkedIn Learning's robust catalog of more than 9000 online training courses and videos. LinkedIn Learning is an online learning platform enabling individuals and organizations to achieve their objectives and leverages industry-leading content from Lynda.com. Content is provided by renowned subject matter experts and includes business and technical skills as well as leadership development topics.



Employee Retention

Our Diversity, Equity and Inclusion practices, as well as our total compensation program, have both been designed especially to retain the current driver workforce and to attract prospective employees. We feel it is important to create an environment where employees feel respected and valued for their unique contributions and can bring their whole self to work every day. The company encourages the formation of employee-led diversity employee resource groups, and we recognize history and heritage month. Our driver and monitor wages are competitive, and we offer medical, vision and dental plans as well as a 401(k) plan with immediate vesting and a company match. We strongly believe in recognizing our employees who go above and beyond their job duties with "Enjoy the Ride," a program that rewards individuals for outstanding performance.



Diversity, Equity and Inclusion Practices

We have taken our commitment a step further by encouraging the development of Employee Resource Groups (ERGs) which are **voluntary and employee-led** that can be based upon a demographic, life stage, or even function, but may also be based on other identities. Each ERG is designed to cultivate a diverse and inclusive workplace within the context of our mission, values, business goals, and objectives.

These groups are a critical element in creating a culture of belonging by cultivating diversity of background, thought, and perspective. ERGs provide feedback, assessing people strategies with advice on the issues, opportunities, and challenges related to their constituencies. They supply a constructive forum for feedback on which programs work and which do not. In addition, they can provide organizations with channels for recruiting, retaining, and developing employees who can support broad organizational goals.

ERGs can provide their members and allies with professional and personal growth opportunities through access to mentors, training, seminars, networking events, and other activities. They are a great place for making connections and building relationships. ERGs can also help members develop competencies needed to succeed and manage their careers.

Below are our current Employee Resource Groups:

Ubuntu (pronounced oo-boon-too)

Our newest group translates into "I am because we are." Through mentorship, professional development, and community engagement, our mission is to help uplift employees of African descent by promoting leadership, innovation, and collaboration across borders. As an Employee Resource Group, Ubuntu is committed to fostering an environment where every voice is heard, valued, and empowered to contribute to the collective success of our global team. Our vision – centered around unity, purpose, and pride – is to serve as a guiding beacon and align the group's aspirations with our strategic objectives through:

- Cultural Unity
- Leadership Development
- Employee Well-being
- Community Engagement
- Collaboration Across Borders
- Strategic Alignment

Open at Durham (ONE)

Created by LGBTQ+ individuals and allies, this group is open to all with the goal of fostering a culture of dialogue, respect, openness and pride. It presents an opportunity to engage with customers, local communities and partners via acts of corporate advocacy, sponsorship of cultural and educational pursuits, professional development programs, and social, entertainment and recreational events.

Women's Inspiration Network (WIN)

This group of women have come together to equalize access and opportunity for all women at the company as well as within the transportation industry. The goal is to nurture a community of women and allies who share a passion for celebrating and promoting women's advancement and achievement. They look to cultivate an inclusive and empathetic culture by promoting gender-neutral language and educating colleagues about unconscious bias.

Unidos for Durham

Unidos serves as a network for Hispanic/Latino employees and allies whose mission is to promote inclusiveness, support career growth, increase employee engagement and recruitment opportunities through networking, education, and mentoring programs. Additionally, Unidos aims to unite their community with others who share the same passion for cultural diversity.

Embracing Heritage and History Month

Durham completes our efforts to champion Diversity, Equity and Inclusion with the recognition of monthly events that capture the impact and essence of various groups and cultures. By staying at the forefront of this important movement with thoughtful company email communications, social media posts, hosted events, and information provided on our company intranet, we know that the rewards felt at the personal and professional level will result in deeper connections, respect, and greater job satisfaction.



Black History Month – Fireside Chat with the Elliotts



Free company vest to every Durham team member who is a veteran, on active duty or reserve military personnel.



National Pride Day Parade



International Women's Day



A series of HACE-led career development workshops.



Employee Appreciation Day

Benefit Plans

Full-Time Employees Plan

Durham School Services provides company contributions toward medical insurance through BlueCross BlueShield (BCBS). There is a choice of three PPO plans offering in-network and out-of-network benefits; one of which is a High Deductible Health Plan (HDHP) offering that includes a Health Savings Account. Employees have copays for office visits and prescriptions, and pay deductibles and coinsurance for hospital services for the non-HDHP plan offerings. The HDHP Plan

requires that employees meet the deductible before the plan pays and copays are only for prescriptions, everything else is paid by coinsurance. Dental and vision insurance is available for purchase.

Additional benefits include:

- Company-paid basic life and accidental death and dismemberment
- Company-paid long-term disability insurance
- Company-paid employee assistance program
- Tuition reimbursement program
- Voluntary short-term disability insurance
- Voluntary life insurance for employee, spouse and dependents
- Voluntary group legal plan
- Flexible spending accounts available for participation
- Paid vacation
- Paid sick time
- Paid holidays
- Retirement plan – matching 401(k) retirement savings plan (with company match of up to 4%) vested immediately

Part-Time Employees Plan

For our part-time drivers and monitors, we offer a choice of optional medical coverage through Axis Partners and Bay Bridge Administrators' medical plans.

Axis Partners currently offers three plans outlined below:

- First Health Basic*
- First Health Choice*
- First Health Plus*

Bay Bridge Administrators' medical plans are a second option for medical coverage with two plans offered below:

- Tres Health Plus*
- Tres Health Ultimate*

*These Minimum Essential Coverage (MEC) plans cover 100% of the government's listed Preventive and Wellness benefits when you visit in-network providers.

Additional information on these plans can be found in the brochure at the end of this section.

Additional Benefits Provided to Part-Time Drivers and Monitors

- Retirement plan – matching 401(k) retirement savings plan (with a company match of up to 4%) vested immediately
- Company-paid life insurance
- Company-paid employee assistance program

- Tuition reimbursement program
- Dental and vision insurance are available for purchase
- Group legal plan available for purchase
- Paid physicals, drug screens and alcohol screens
- Outside charter work opportunity, where Durham School Services owns the fleet, for drivers for other contracts and non-school program customers, such as day care centers, churches, summer camps, etc.

Employee Discounts

PerkSpot

PerkSpot is an online program that allows employees to find discounts and rebates on goods and services from many of the best known brand names in the U.S. and Canada. The PerkSpot site is updated daily with new deals and discounts on clothing, home furnishings, jewelry, cell phones, travel and vacation packages, and more. Discounts may range from 5% to 50% off retail value.

Fleet Experience and Performance Results

Currently our organization operates a fleet of nearly 13,000 buses. We have developed a fleet and maintenance program that combines high maintenance standards with evolving engineering technologies.

Results:

- In service failure rate of 2%
- Process and compliance with on-time preventative maintenance
- Technician recognition program in place to increase certified master ASE technicians

Our fleet and maintenance program consists of:

- Proposed fleet and specifications
- Green fleet sustainability
- Preventive maintenance and inspection programs
- Oracle eAM maintenance software
- OEM manufacturers warranty and inventory parts
- Maintenance training and certification
- Shop blue seal certification program for eligible maintenance facilities



Proposed Fleet

Durham School Services is proposing buses which will meet the bid specifications for your district. Our fleet will meet all requirements for your state and district.

FLEET COMPLIANCE AND SPECIFICATIONS

All buses will be inspected and maintained in compliance with applicable state and federal statutes, ordinances and regulations, meeting or exceeding the state minimum safety standards for school buses. Vehicles shall be kept in a clean and sanitary condition. We will make sure we have sufficient spare vehicles available to accommodate any short-term increase in ridership or activities, as well as to ensure vehicles are rotated in and out of service so they may receive their regularly scheduled preventive maintenance. We will provide a supply of spare buses to comply with the spare school bus ratio required by your district.

FLEET REPLACEMENT SCHEDULE

Per the district requirements, we will follow the replacement schedule as outlined in the bid specifications.

GREEN FLEET SUSTAINABILITY

We have improved and renewed our focus on environmental policies and procedures to meet regulatory compliance in an effort to reduce our carbon footprint and protect biodiversity. We are committed to safeguarding surrounding ecosystems.

Limiting Engine Idling – We recognize the impact fuel consumption has on the environment. A well-maintained and properly operated vehicle will help fuel efficiency.

Fuel – We have extensive experience in using alternate fuels; a number of our locations use CNG and propane fuel, as well as electric vehicles.

Green School Bus Fleet Certified

The National School Transportation Association (NSTA) Green School Bus Fleet Certification program recognizes NSTA members for environmental efforts through the use of technology. It is the only certification program for the school bus industry that is endorsed by the U.S. Environmental Protection Agency's Clean School Bus USA program. To obtain certification, contractors must complete a survey for each site and submit it to NSTA to be scored.

There are four levels of certification:

- **Platinum Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 85% overall (equal to 100% of the fleet at tier 3 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.
- **Gold Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 42.5% overall (equal to 50% of the fleet at tier 3 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.
- **Silver Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 25% overall (equal to 50% of the fleet at tier 2 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.

- **Bronze Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 12.5% overall (equal to 50% of the fleet at tier 1 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.

The following customer service centers were recognized by the NSTA with Green School Bus Fleet Certifications:



* These sites have been certified repeatedly.

Maintenance Program



We are committed to quality preventive maintenance and follow-up and have developed a proactive approach to preventive maintenance that is designed to improve reliability by reducing the number of breakdowns, increased safety and lowered overall running costs. We efficiently and consistently exceed standards of excellence through our preventive maintenance program and proprietary maintenance software, Oracle Enterprise Asset Management (eAM), the cornerstone of our fleet operation.

PREVENTATIVE MAINTENANCE (PM)

Preventive maintenance isn't just about repairing deficiencies as a result of an inspection; it is also a means for monitoring and preventing potential problems. Our reliable PM schedules allow us to help predict maintenance needs. By properly performing inspections and repairs, we help prevent future unplanned repairs such as breakdowns and driver reported defects. Our PM program uses a formal review process and our extensive data management system to continually improve.



PM Process

Each bus is scheduled for regular PM inspections according to miles traveled or days operated. Schedules depend on the type of operation, service provided and state regulations. Our computerized system tracks PM schedules, provides alerts when a maintenance inspection is due, and contains listings of other required adjustments and services performed per manufacturers' recommendations, e.g., brakes, tires, steering, suspension, drive train, electrical systems and all ancillary equipment on each bus.

PM inspections are based upon state DOT mandated schedules and/or our minimum guidelines and are recorded on a multi-point checklist that includes all vehicle components and systems. A second, more extensive PM inspection is conducted every 12 months. If a technician finds a defect during the scheduled PM inspection, they are required to note the defect and enter it into the maintenance software system to generate a repair order. All defects are discussed with the maintenance manager who assigns the repair work to a technician for completion. A bus will not be returned to service until all needed repairs have been completed. Once all necessary repairs, adjustments and service requirements have been performed, the technician will inform the maintenance manager.

Standard Inspection Procedures and Intervals

Our scheduled maintenance program includes a systematic procedure for the servicing and inspection of each vehicle. Our program ensures that all vehicles meet or exceed the standards for vehicles set by the states regarding the operation of all safety related equipment.

Driver Pre-Trip and Post-Trip Inspections

Our first line of defense for identifying defects is through the driver daily pre- and post-trip inspection using a driver Electronic Fleet Management solution. Drivers use this device on a daily basis to report the condition of the vehicle they operate and to alert maintenance departments of any defects that affect the operation and safety of the vehicle. If a driver notes a defect during their inspection, they are required to report defects through the Electronic Vehicle Inspection Reporting (EVIR) or manual Driver Vehicle Inspection Reporting (DVIR).

ELECTRONIC WORK ORDER GENERATION AND REPAIR PROCESS

Any defect recorded through the EVIR is reviewed by and responded to by the maintenance manager. If any reported defects are critical, then a work order is opened and the bus will be kept off the road until the repair is complete and the work order is closed. Work orders are included in the vehicle's permanent record.

DRIVER OBSERVATION WHILE IN ROUTE



Drivers are also to be alert to indications of vehicle malfunction while driving such as unusual vibrations, noise, odors, abnormal instrument readings, and erratic brake and steering operations. Additionally, proper starting procedures will help increase the useful life of vehicles, as there are different starting procedures for gasoline-fueled, spark ignition engines and multi-purpose diesel-fueled engines.

WHEEL CHECK INSPECTION



As a part of the driver's daily pre-trip inspections, we have installed wheel lug nut indicators on our vehicles. The wheel lug nut indicators allow for increased ease of visual inspection of loosening wheel nuts during driver pre-trip inspections. A more in-depth inspection is performed by our technicians at a minimum during the PM annual inspection.

WHEELCHAIR LIFT/RAMP INSPECTIONS

Daily pre-trip inspections test the ramp and chair lift for proper operational function. Annually, wheelchair lifts and ramps are inspected for battery conditions, electrical connections, pivot points and lubrication.

HVAC SYSTEMS

Drivers check during their daily pre-trip inspections to see if the vehicle's heating and cooling components are working properly. During PM inspections, technicians inspect the HVAC systems for leaks, worn hoses, chafing, proper operational components, and proper heating and cooling for potential failures.

TIRES

Drivers inspect tires daily during their pre- and post-trip inspections. It is less expensive to change a tire in the shop than on the road, and fuel economy improves with proper tire inflation, mounting and driving habits. Achieving the lowest tire cost per mile begins with getting the correct tire and maintaining it properly. Tire preventative maintenance includes inspection for tread depth, wear patterns, sidewall cuts, proper inflation, balance and alignment. Our tires are M&S (mud and snow) which are compliant with snow tires. We have partnered with tire vendors at most locations to perform audits of our tires at our shops twice a year.

Emissions Inspections

The fleet maintenance manager coordinates with state and local officials to ensure that our fleet meets emissions program standards. In compliance with the Clean Air Act of 1977, some states have implemented mandatory emissions testing programs. Owned and leased vehicles are subject to the requirements of the jurisdiction where the vehicles are regularly housed. Regular inspection intervals typically range from 180 days or 10,000 miles for larger vehicles and 180 days or 5,000 miles for smaller type vehicles.

Interior Bus Cleaning



For hard, non-porous surfaces such as bus interiors and high contact areas, EPA backed ProKure® has proven to be highly effective at disinfecting. Tough on germs with improved microbial control, this is a product that Durham uses to clean buses.

Exterior Bus Cleaning



We realize that the exteriors of the buses must also be kept in a clean and sanitary condition at all times. Therefore, the exteriors are washed as necessary to maintain a clean, professional appearance for our students.

Fleet Maintenance Compliance Audits

Regional maintenance managers (RMMs) and/or state certified mechanics regularly perform compliance audits to review vehicle maintenance processes and documentation at each customer service center. This review ensures maintenance employees are performing necessary procedures and processes according to our standards of performance along with federal and state requirements. In addition, RMMs conduct an annual facility audit to ensure the maintenance shop operates in a safe and compliant manner. A sample of the fleet is physically inspected to ensure vehicles are properly maintained and in the best condition possible. In addition, shop supervisors and regional maintenance managers perform random post PM audit to review quality of PMs performed.

UNPLANNED BREAKDOWNS

A vehicle breakdown or road-call is an unplanned interruption in the service of a bus that requires a technician to inspect the bus for a possible problem or to perform a mechanical repair before the bus can continue or start on a planned route or trip. When a breakdown occurs, the driver will immediately call the dispatcher or general manager to communicate and discuss the problem. The breakdown information will be communicated to the shop supervisor. Upon completion of the response and repair, all actions and parts are documented on the repair order and recorded in the vehicle maintenance tracking system as an in-service failure.

If the bus has not left the customer service center, a technician will diagnose the problem and repair it. If the problem cannot be safely repaired in order to meet the route's schedule, a replacement bus will be dispatched. If the bus is in route to pick up passengers or has started picking up passengers, a replacement bus will be dispatched to transfer the passengers safely and to pick up the remaining passengers. A repair technician will be dispatched in a service vehicle to repair the broken bus.

Mechanical Failure Review

All mechanical failures that occur on the road or while assigned to an operator will be reviewed for cause. The maintenance facility lead or supervisor will review each occurrence for prior maintenance history, including last PM type, mileage, technician making repairs and the circumstances leading up to the failure.

Cold Weather Start-Up Maintenance Program

Our cold start procedure helps prevent breakdowns or unnecessary stalling due to exposed cold weather. The procedure helps to ensure operations will run on-time and without any initial delay. Drivers are trained to properly start a vehicle and identify dangerous issues, e.g., frozen batteries or starter problems. Drivers are advised to place plastic bags on mirrors and wiper blades after the last run if snow or freezing rain is forecasted. At all times, ice and snow are removed from the stop-arm and crossing gate and opening and closing mechanisms. Drivers are required to keep the fuel tank full at all times.



COMPUTERIZED FLEET MAINTENANCE – ORACLE ENTERPRISE ASSET MANAGEMENT (EAM) AND DIAGNOSTIC TECHNOLOGIES

We use Oracle eAM, a fleet maintenance system to schedule all preventive fleet maintenance, manage inventory and review repair order history for failure analysis. Each of our buses are scheduled for regular PM inspections according to miles traveled or days operated, depending on the type of operation and service being provided. We use this system with the help of work orders for managing maintenance work, procuring parts, managing inventory and maintaining history.

Key Performance Indicators (KPIs)

Each fleet location is managed with a weekly review of KPIs using the eAM system. The local fleet management team is responsible for ensuring proficiency in key areas such as timely completion of inspections, cost controls, productivity, completion of manufacturer safety recalls, percentage of on-road failures and percentage of out-of-service vehicles.

KPI Reports

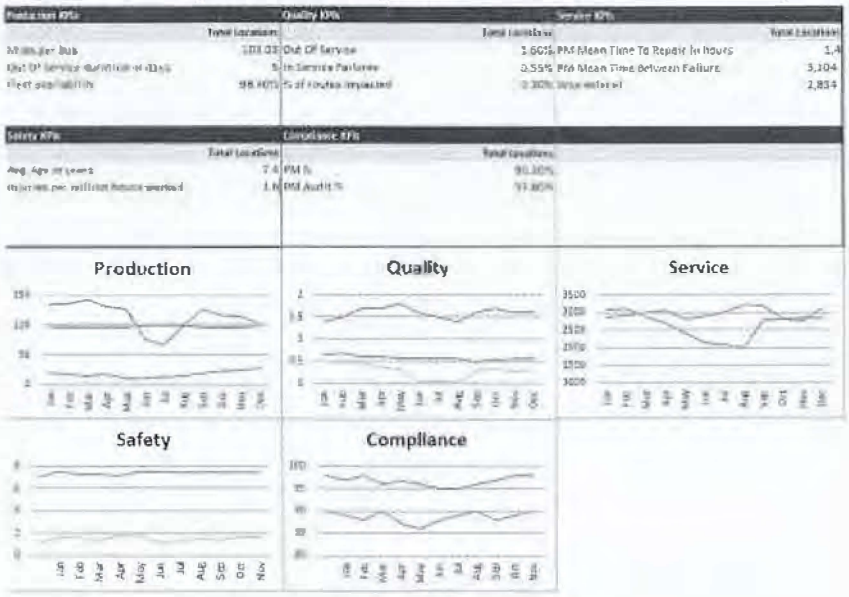
Oracle eAM offers a configurable series of dashboards showing critical KPIs. We have access to comprehensive reports that our technicians can analyze to better serve our school districts. Customized electronic reports may also be created quickly as needed. Our KPI reports include:

- Preventative maintenance (PM) compliance
- On road failures
- Mileage updates
- Warranties, repairs and claims
- Parts inventory
- Electronic repair order and vehicle recordkeeping
- Asset performance (utilization, cost/hour, etc.)
- Schedule and resource loading
- Work orders and work requests

Quality Checks

Management personnel will review the KPI reports weekly. The regional maintenance manager and shop supervisor will perform a monthly audit on vehicles to help ensure vehicle safety and verify the quality of the inspections recently completed by each technician. He/she will review the inspection reports with the technicians to ensure PM excellence.

Sample Maintenance Performance Report



Diagnostic Tooling Systems

Diagnostic software and tools are used to minimize downtime of the bus while improving the efficiency and quality of the repairs. We use JPRO® Commercial Fleet diagnostic system, along with other OEM diagnostic software, to diagnose failures and help determine root cause and necessary repairs.

Our fleet diagnostic system provides diagnostic and troubleshooting information for vehicle components. The diagnostic system senses active and inactive vehicle faults to give our technicians the ability to quickly review critical elements of each system. The system also records data into log files for playback, view and chart engine parameters, has report printing capability, and launches the fleet maintenance software for proper parts replacement. Key data point collections exist for the following components: vehicle, engine, transmission and brake.



- **Vehicle** – Diagnostic elements include road speed limit, cruise set speed limit, average fuel economy, total engine hours, odometer, coolant level, battery voltage and oil level.
- **Engine** – Diagnostic elements include air inlet pressure, exhaust pressure, fuel pressure, boost pressure, oil pressure, oil temperature, coolant temperature, fuel temperature, exhaust temperature, air inlet temperature and battery voltage.
- **Transmission** – Diagnostic elements include transmission input speed, transmission output speed, transmission fluid temperature, gear selected, gear obtained and battery voltage.
- **Brake** – Diagnostic elements consist of road speed and wheel speeds.

OEM MANUFACTURERS AND PARTS INVENTORY

To ensure the best quality parts are being used, we use OEM parts with major brand name suppliers only such as International®, Bridgestone®, Thomas Built®, Valvoline® and Exide Battery®. OEM parts support our commitment to safety and quality as well as the confidence in and reliability of our buses. Our facilities carry ample parts inventory to perform all necessary repairs in a timely manner.

MAINTENANCE STAFF'S QUALITY COMMITMENT

We provide a professional fleet organization that encourages local initiative and decision making while working within a centrally managed network to create a working environment that rewards achievement, enthusiasm and team spirit, and offers personnel the opportunity for development and growth. Fleet operations will provide direction, management, and services to maximize fleet resources and to help ensure that we provide the safe and reliable service. We use a continuous process improvement approach that incorporates a customer service focus, safety practices, sound environmental methods, and encourages employees to excel in their professionalism and competency.

As part of our continued commitment to excellence, our performance development system (PDS) program embeds training and continuous improvement methodology for proactive scheduling of work and identifying and eliminating barriers to service optimization. We are always looking for ways to improve and take our service to the next level.

MAINTENANCE TRAINING

We believe our employees make the difference in providing the best possible vehicle maintenance for our customers. Preventive maintenance training to our maintenance staff enables us to maximize fleet resources and to ensure we provide the right bus in the safest, most reliable and cost-effective manner. In addition, technicians have the opportunity to get the training directly from manufacturers for engines, alternators, electrical system etc. We also send a few technicians each year to hands-on factory training offered by bus manufacturers to ensure we have a trained knowledge pool.



All technicians are required to receive preventive maintenance training. Each technician is required to take the PMX program covering topics such as engine, drive train, brake and body systems. A passing score of 80% is required to obtain the certification.

Required Certifications

- PM certification (all technicians)
- Brake training (Tech II and above)
- Air-conditioning certification (all as required)
- CDL (all technicians)
- Other certification as required by Durham or regulatory agency(s)



Maintenance Safety Training Meetings

All of our maintenance shops will have a mandatory 30-minute safety training meeting conducted by the maintenance facility lead at least once a month, covering such topics as shop safety practices, fire prevention and new techniques.



Maintenance Information Portal

We have developed an information portal that hosts technical information and training resources for all of our technicians. With service information now becoming widely available via the electronic media, we have setup this portal that can be accessed by every technician. Information hosted via this portal include PM training resources, manufacturer technical and service information, field campaigns issued by suppliers, etc.

ASE Certification Program

Our maintenance personnel are encouraged to participate in the automotive service excellence (ASE) certification program for school bus technicians. ASE is a broad-based program, testing general areas for school bus technician skills. The certification is tailored to specific tasks the technician must perform every day at the customer service center. We reimburse tuition for the ASE certification exam and award up to a $500 recognition award to employees who achieve certification. We have also instituted a program to award annual bonus to our master certified technicians that are continuously employed by us.

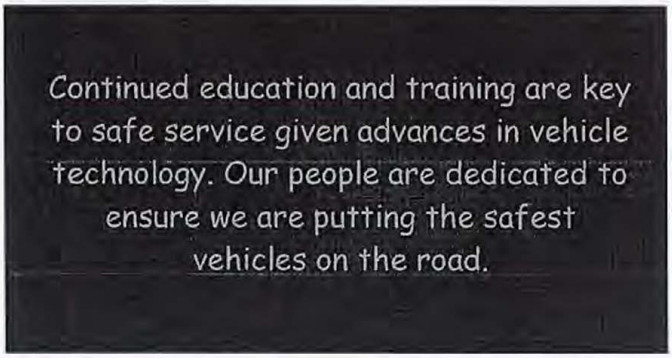
Technicians earn classifications based on education, experience, and possession of hand tools, as well as successfully passing ASE and our internal tests. Our technician classification system has three designations:

- Class I technician
- Class II technician
- Class III technician

Each designation has specific minimum requirements outlined in job descriptions. Technicians also develop their skills through in-service training provided throughout the year. Because of our rigorous certification process, our company has some of the best-trained technicians in the student transportation industry, resulting in a safer fleet and lower maintenance costs. We have 25 master certified technicians and more than 65 employees are currently progressing through various stages of the program.

Maintenance Shop Blue Seal Certification

We have started the certification process of our repair shops that will meet the ASE criteria for blue seal of excellence recognition program. This program will enable us to showcase the quality of technicians we employ, while providing best service to our customer. We strive to remain an attractive choice for employment of qualified technicians.



Blue Seal of Excellence
RECOGNIZED BUSINESS

Proposed Facility

Our personnel are experienced in providing school districts with a wide variety of functional, safe, and secure sites.

We will continue to operate from our facility located at 62 Fulkerson Drive, Waterbury, CT 06708

Facility Safety Inspections

Periodic facility safety inspections are a vital part of our overall safety compliance program to ensure the safest work environment possible for employees and other persons visiting our facility by identifying unsafe conditions and physical hazards prior to the occurrence of a loss, and by removing the unsafe condition or physical hazard from the workplace.

Facility safety inspections are conducted monthly by location management and biannually by the safety management team. Findings are documented and corrective actions are developed to address any deficiencies and documented on a safety action plan.

Environment and Sustainability

ENVIRONMENTAL MANAGEMENT AND POLICY STATEMENT

We are committed to operating our business in a manner that reduces the impact of our activities on the environment.

We strive to:

- Continually improve the environmental performance of our business through training, audits and evaluations
- Comply with all environmental laws and requirements
- Recycle waste generated through our bus maintenance to the maximum extent possible
- Minimize the release of hazardous substances that have potential for environmental harm
- Minimize the use of natural resources through initiatives like recycling
- Use technology to monitor emissions
- Ensure environmental considerations are taken into account when developing new sites or upgrading existing facilities.

FACILITY ENVIRONMENTAL POLICIES

The following are some examples of our facility environmental policies.

Storm Water Permitting

Facilities with storm water discharge shall meet the requirements established by the NPDES storm water regulations, including training, monitoring, record keeping and reporting. The general manager ensure that all requirements are met, that the appropriate personnel have been designated to conduct visual and analytical monitoring of storm water discharges (if required), that designated staff has been appropriately trained to conduct required monitoring, and that they understand the required monitoring frequency, and complete the appropriate paperwork. Budgets include allowances for fees related to storm water permits.

Spill Prevention, Control, and Countermeasure (SPCC)

For spill prevention measures, we work proactively to prevent an occurrence of a spill or release of materials to the environment.

The general manager is responsible for regular review of the SPCC Plan to ensure that the plan reflects the current operations conducted onsite, that all facility-specific information is correct, that required monthly site inspections of the material storage areas are conducted, and that records of the inspection are maintained onsite.

Spill and Release Response

Spills and releases of hazardous substances, including petroleum products, on or near properties, rights-of-way, or streets and highways where vehicles operate are cleaned up, reported, investigated, and precautions will be taken to prevent injury to the public, passengers, employees and property.

The first responder will report the spill to the general manager and trained employees will follow standard operating procedures for effectuating the containment, control and cleanup of the spilled material. Our environmental team will oversee cleanup and ensure that all assessment, tracking and reporting requirements are followed.

Hazardous Waste Management

The U.S. Environmental Protection Agency and equivalent state environmental regulatory agencies regulate solid and hazardous wastes under the Resource Conservation and Recovery Act (RCRA).

RCRA's goals are to:

- Protect the public from the hazards of waste disposal
- Conserve energy and natural resources by recycling and recovery
- Reduce or eliminate waste
- Cleanup waste, which may have spilled, leaked or been improperly disposed.

All waste generated by the facilities will be properly managed onsite and sent to company approved waste vendors only. We will ensure the facilities will not accept or store onsite at any of its facilities any hazardous waste which has been generated.

Oil Recycle Program

We use a third-party oil recycling company to remove used oil and oil filters from our facilities and deliver the oil to a recycling facility. The collection company and recycling facility are both regulated entities.

Tires and Batteries

We use third party vendors for both tire recap and recycle as well as used battery recycling. Using these vendors, we redirect potential waste products from being landfilled.

NO IDLING POLICY

We are committed to reducing the amount of time our buses spend idling and have implemented an Idling Policy. Under our policy, all drivers must complete anti-idling training. Limiting engine idling is a practice Durham takes seriously as we recognize the impact fuel use has on the environment. Diesel engines burn one gallon of fuel per hour, emitting pollutions in the air and adding substantial cost to the fuel budget. Since its inception, this policy has resulted in reduced excess idle times, reduced pollution and increased fuel savings.



Financial Data

Durham School Services, L.P. is a division of I Squared Capital, a leading independent global infrastructure investor. We have a strong balance sheet, the ability to obtain capital and to fund capital expenditures, and a proven track record of financial performance.

Our solid company history is the foundation for our strong operational success today.

Insurance Rating

Durham's insurance carrier, Old Republic Insurance Company, is licensed to do business in your state and is rated in the current edition of A.M. Best's Insurance Guide as A.

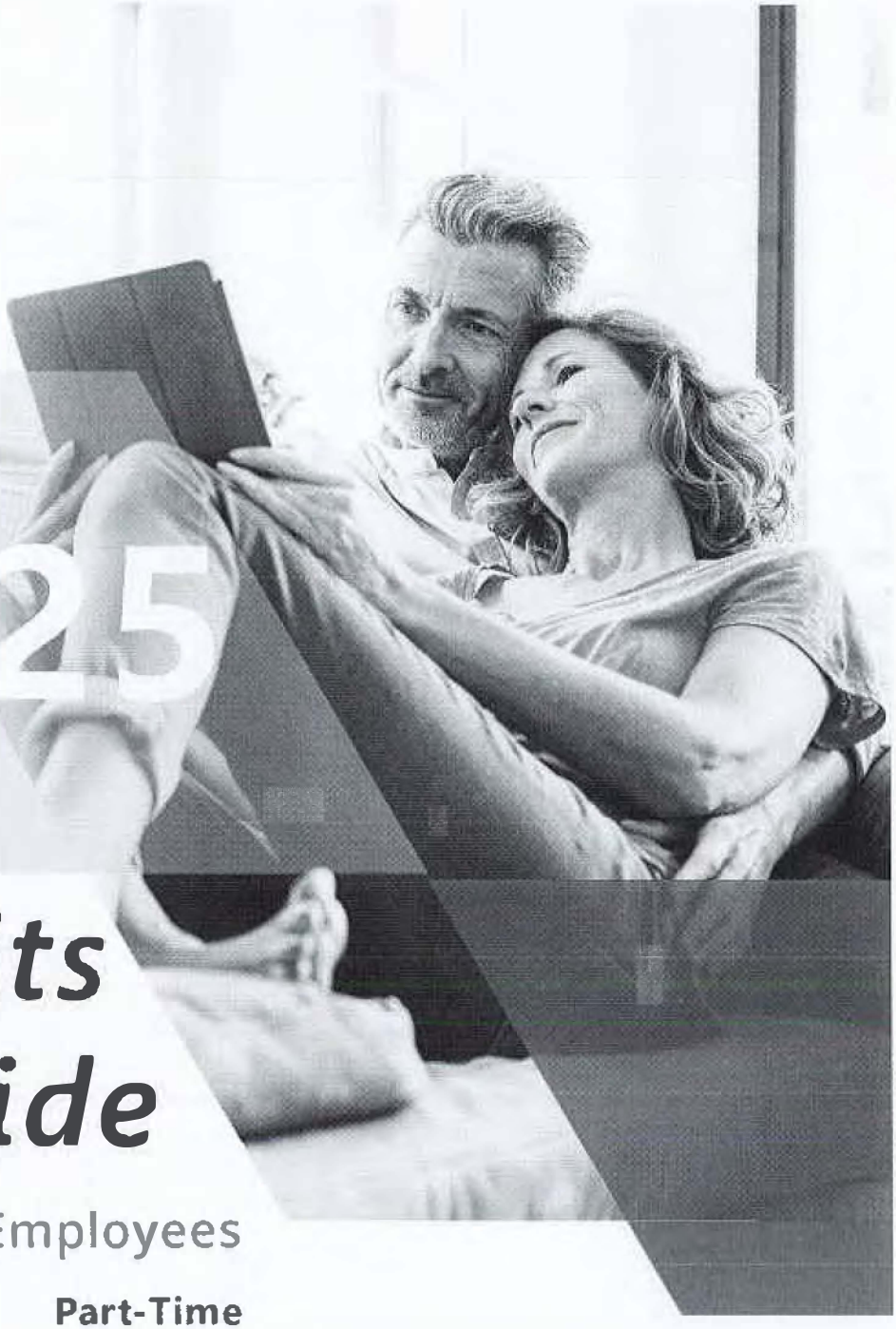
Please refer to the following pages for our sample insurance certificate indicating our ability to cover your district with the insurance requirements outlined in the bid specifications. Upon award, we will issue an insurance certificate indicating your district as the additional insured.

Surety Rating

Durham's surety providers, Argonaut Insurance Company and Travelers Casualty and Insurance Company of America, are licensed to do business in your state. As rated in the current edition of A.M. Best's Insurance Guide, Argonaut's A.M. Best rating is A- and Travelers is A++.

DURHAM SCHOOL SERVICES

Summit™
SCHOOL SERVICES



2025

Benefits Guide

Non-California Employees

Part-Time

This publication contains important information about your employee benefit program.

Please read thoroughly.

Explore Topics

3 Opportunities to Enroll

4 Who is Eligible for Benefits?

HEALTH

5 Limited Medical Benefits

9 Dental Coverage

10 Vision Coverage

11 Life and AD&D Coverage

12 Voluntary Benefits

MONEY

13 Flexible Spending Accounts (FSAs)

14 401(k) Plan

15 Financial Resources

16 Commuter Benefits

SUPPORT

17 Employee Assistance Program (EAP)

18 Legal Insurance

19 Identity Theft Protection

20 Medicare Resources and Allsup

RESOURCES

21 Insurance Terms You Should Know

22 Important Contacts

At Summit School Services we embrace all employees by providing a comprehensive benefits program with a variety of options for you to choose from. Our program combines innovative solutions with traditional benefits to provide you a safety net when and where it matters most. As you review this guide, consider how each of these benefits will support you and your loved ones. Then, create a custom benefits package by enrolling in the benefits that meet your needs.

For All Your Benefits Questions

We're here to help answer your benefits questions and support you throughout enrollment. For assistance, call **888.626.0928** to speak with a Summit School Services Benefits Counselor.



Opportunities to Enroll

As a Summit School Services employee, you have three opportunities to enroll in benefits or change your elections as well as the dependents you cover.

New Hire Enrollment

You're eligible for benefits the first day of the month after you have completed 30 days of employment. For example, if your date of employment is 3/15/2025, your benefits effective date is 5/1/2025.

By the end of your first week of employment, you can log onto the benefits portal and make your benefit elections. If you need assistance, you can call the Benefits Service Center and a Representative will answer your questions and make your elections for you over the phone. See below for the link and 800 number.

Open Enrollment

2025 Open Enrollment will take place October 28-November 11, 2024. This is your yearly opportunity to review your benefits and dependents to make changes for the next plan year. This enrollment is active, which means you must take action. Your current benefits will not roll over into next year. If you do not elect benefits, you will not have coverage in 2025.

Changing Benefits During the Plan Year

You may change your benefits throughout the plan year if you experience a qualifying life event. You must change your benefits within 30 days of the event date. Examples of qualifying events include a change in:

- Legal marital status (e.g., marriage, divorce, death of spouse, legal separation)
- Number of dependents (e.g., birth, adoption, death of dependent, ineligibility due to age)
- A dependent's eligibility status (e.g., a dependent child is no longer eligible)
- Employment or job status

Keep in mind, you will be required to provide documentation, such as a marriage or birth certificate, for the change to be completed.

How to Enroll in Benefits



Enroll by logging into the NELLC Benefits Self-Service Portal called Benefitplace to elect, waive or change your benefit enrollments at: **https://secure3-enroll.com/go/necbenefits**

Need help? Call **888.626.0928** to speak with a Summit School Services Benefits Counselor. When you enroll through a Benefits Counselor, you will receive a confirmation number. To obtain your benefit plan summary, you will need to log onto the website.

Who is Eligible for Benefits?

You and your loved ones are eligible to enroll in benefits if you meet the following requirements.

Employee Eligibility

You are eligible for the benefits in the guide if you are a part-time employee outside of California regularly scheduled to work at least 20 hours per week.

Dependent Eligibility

Employees enrolled in medical, dental, vision, Voluntary Life/AD&D, Accident, Critical Illness, or Hospital Indemnity also have the option to enroll their dependent spouse and dependent children on these plans.

Dependent Eligibility Definition

- Your legal spouse, not common law spouse or domestic partner, who is a resident of the same country in which the employee resides. Such spouse must have met all requirements of a valid marriage contract of the State in which the marriage of such parties was performed.
- The employee's dependent children up to the end of the month in which they attain age 26, legally adopted children from the date the employee assumes legal responsibility, foster children that live with the employee and for whom the employee is the primary source of financial support, children for whom the employee assumes legal guardianship and stepchildren. Also included are the employee's children (or children of the employee's spouse) for whom the employee has legal responsibility resulting from a valid court decree.



Limited Medical Benefits

Option 1: Axis Partners

As a part-time Summit School Services employee, you are offered the choice of three limited medical benefit offerings through Axis Partners. These Minimum Essential Coverage (MEC) plans cover 100% of the government's listed Preventive and Wellness benefits when you visit in-network providers.

Limited medical may have exclusions not associated with major medical plans. Please review the plan designs to decide which plan is best for you:

Inpatient	First Health Basic	First Health Choice	First Health Plus
Hospital confinement benefit			
Day 1	$1,000 per day x 1 day	$1,500 per day x 1 day	$2,000 per day x 1 day
Day 2+	$500 per day x 19 days	$1,000 per day x 19 days	$1,500 per day x 19 days
Surgery benefit (incl. maternity)	$1,000 per day x 1 day	$1,500 per day x 1 day	$2,000 per day x 1 day
Anesthesia benefit	$250 per day x 1 day	$375 per day x 1 day	$500 per day x 1 day
ICU benefit	$1,000 per day x 5 days	$1,500 per day x 10 days	$2,000 per day x 60 days
Outpatient			
Physician office visit			
Benefit amount	$60 per day x 3 days	$80 per day x 5 days	$85 per day x 10 days
Wellness (annual physical) benefit	N/A	N/A	N/A
Accident medical benefit (maximum per year)	$5,000	$7,500	$10,000
Benefit % payable	80% U&C	80% U&C	80% U&C
Deductible per accident	$0	$0	$0
Emergency Room (sickness) benefit	$150 per day x 1 day	$300 per day x 1 day	$500 per day x 1 day
Surgery benefit	N/A	$300 per day x 1 day	$1,000 per day x 1 day
Anesthesia benefit	N/A	$75 per day x 1 day	$250 per day x 1 day
Diagnostic, X-ray, lab benefit			
Class I: Laboratory – Blood work, CMP, Lipid panel, ECG, PAP/PSA, Urinalysis and all other lab tests	$30 per day x 2 days	$30 per day x 2 days	$30 per day x 4 days
Class II: Radiology, Ultrasound, Mammogram, Sonogram, Angiogram	$100 per day x 2 days	$100 per day x 2 days	$150 per day x 4 days
Class III: Imaging CT, PET	NA	$150 per day x 1 day	$250 per day x 2 days
Critical Illness			
Critical Illness Rider (Optional, MEC)			
Cash payment for 10 covered conditions— Cancer, Renal Failure, Heart Attack, Stroke, Major Organ Transplant, Multiple Sclerosis, Coronary Artery bypass surgery, Alzheimer's, ALS, Terminal illness	$5,000	$7,500	$10,000

Prescription	First Health Basic	First Health Choice	First Health Plus
Retail Generic/preferred brand copay	$10/N/A	$10/$30	$10/$30
Mail order Generic/preferred brand copay	$30/N/A	$30/$90	$20/$60
Maximum benefit (per month) Individual/ family	$100/$200	$100/$200	$300/$600
AD&D benefit			
Employee	$15,000	$20,000	$25,000
Spouse	$5,000	$5,000	$5,000
Children	$1,000	$1,000	$1,000
Term Life benefit			
Employee	$5,000	$5,000	$5,000
Spouse	$2,000	$2,000	$2,000
Children	$1,000	$1,000	$1,000
Non-Insurance benefits: Supplemental assistance			
Teladoc: unlimited telephonic doctor visits with no consultation fee SupportLinc Employee Assistance Program First Health PPO Network discounts	Included	Included	Included



Option 2: Bay Bridge Administrators

Part-time employees also have the choice of two Tres Health (formerly IHP) plans offered through Bay Bridge Administrators. These plans are not traditional medical insurance and have limitations. Please review the plan document for full plan previsions.

	Tres Health Plus		Tres Health Ultimate	
	In-Network	Out-of-Network	In-Network	Out-Of-Network
Calendar Year Deductible				
Single	$0		$0	
Family	$0		$0	
Out-of-Pocket Maximum (incl. deductible)				
Single	$9,100		$9,100	Unlimited
Family	$18,200		$18,200	Unlimited
Preventive				
Routine Well Care—Non Hospital	No Charge	N/A	No Charge	N/A
PCP Copay	$25 copay	40% coins*	$25 copay	40% coins*
Specialist Copay	$50 copay	40% coins*	$50 copay	40% coins*
Other Services in Office setting	$50 copay	40% coins*	$50 copay	40% coins*
Telemedicine with MDLive	No Charge	N/A	No Charge	N/A
Diagnostic Services and Supplies				
Diagnostic Testing (Lab & Radio.)—Non Hospital	$50 copay, No Charge with MedMo (Radiology Only)	40% coins*	$50 copay, No Charge with MedMo (Radiology Only)	40% coins*
Diagnostic Testing (Lab)—Hospital Based	$150 copay*		$150 copay*	
Diagnostic Testing (Advanced Imaging)—Non Hospital	$350 copay, No Charge with MedMo	40% coins*	$350 copay, No Charge with MedMo	40% coins*
Emergency Services				
ER Services	$750 copay*		$750 copay*	
Ambulance Services	$500 copay*		$500 copay*	
Urgent Care	$75 copay	40% coins*	$75 copay	40% coins*
Inpatient				
Inpatient Services	$750 copay*		$750 copay*	
Inpatient Professional Services	$350 copay*		$350 copay*	
Inpatient Surgery	Included in Inpatient Services Copay*		Included in Inpatient Services Copay*	
Skilled Nursing Facility Services	N/A		$750 copay*	
Outpatient				
Outpatient Services/Surgery—Non Hospital Based	$350 copay	40% coins*	$350 copay	40% coins*
Outpatient Services/Surgery—Hospital Based	$750 copay*		$750 copay*	

	Tres Health Plus		Tres Health Ultimate	
	In-Network	Out-of-Network	In-Network	Out-Of-Network
Therapy Services				
Applied Behavioral Analysis	$75 copay	N/A	$75 copay	N/A
Cardiac Rehabilitation	N/A	N/A	$75 copay	N/A
Chiropractic Care	$75 copay	N/A	$75 copay	N/A
Occupational, Physical, and Speech Therapy	$75 copay	N/A	$75 copay	N/A
Infusion & Radiation Therapy—Home Based	N/A	N/A	$100 copay	40% coins*
Infusion & Radiation Therapy—Facility or Clinic	N/A	N/A	$350 copay*	
Infusion & Radiation Therapy—Hospital Based	N/A	N/A	$750 copay*	
Prescription Benefits				
Preventive Drugs	$0 copay	N/A	$0 copay	N/A
Tier 1	$10 copay	N/A	$10 copay	N/A
Tier 2	$75 copay	N/A	$75 copay	N/A
Tier 3	$150 copay	N/A	$150 copay	N/A
Mail Order (90 day supply)	3x retail copay	N/A	3x retail copay	N/A



Dental Coverage

We partner with Blue Cross Blue Shield of IL to offer you and your family members affordable dental insurance. Visit an in-network provider to make the most of your dental coverage and to avoid balance billing. Visit **www.bcbsil.com** to find an in-network provider.

	High Plan		Low Plan	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Calendar Year Deductible				
Individual	$0	$25	$50	$50
Family	$0	$75	$150	$150
Calendar Year Maximum Benefit				
Preventive, Basic, and Major Services	$1,750		$1,250	
Coinsurance				
Preventive/Diagnostic	100% covered; deductible waived		80% covered; deductible waived	
Basic	20% coinsurance after deductible		20% coinsurance after deductible	
Major	20% coinsurance after deductible		30% coinsurance after deductible	
Orthodontia				
Coinsurance	50% coinsurance after deductible		Not covered	
Lifetime Maximum	$50%, up to $1,250			
Benefit Applies to	Children up to age 19			

* Out-of-network providers are reimbursed at a lower rate and can balance bill you for any costs exceeding the BCBSIL allowable amount, thus you many need to manually file your claim.

How to Print Your ID Card

To print out a temporary dental ID card or request a new one, log into your BCBS account at **www.bcbsil.com/member**, click on the drop down at the top right entitled "My Account," and go to Member ID Cards. Click on "Dental" to obtain your dental card.

Vision Coverage

We partner with VSP to offer you and your family members affordable vision care, including generous allowances for glasses and contact lenses. Visit **www.vsp.com** to find an in-network provider.

	Standard Plan		Premium Plan	
	Description	Copay	Description	Copay
Exams and Eye Care				
WellVision Exam (every 12 months)	Focuses on your eyes and overall wellness	$10 for exam and glasses	Focuses on your eyes and overall wellness	$10 for exam and glasses
Essential Medical Eye Care (available as needed)	Retinal screening for members with diabetes Additional exams and services beyond routine care to treat immediate issues Coordination with your medical coverage may apply; ask your VSP doctor for details	$0 per screening $20 per exam	Retinal screening for members with diabetes Additional exams and services beyond routine care to treat immediate issues Coordination with your medical coverage may apply; ask your VSP doctor for details	$0 per screening $20 per exam
Prescription Glasses				
Frame (every 24 months)	$160 featured frame brands allowances $140 frame allowance $75 Walmart/Sam's Club/Costco frame allowances	Combined with exam	$220 featured frame brands allowances $200 frame allowance 20% savings on the amount over your allowance $110 Walmart/Sam's Club/Costco frame allowances	Combined with exam
Lenses (every 12 months)	Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children	Combined with exam	Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children	Combined with exam
Lens Enhancements (every 12 months)	Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 30% on other lens enhancements	$0 $9 -$105 $150-$175	Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 30% on other lens enhancements	$0 $95-$105 $150-$175
Contacts (instead of glasses; every 12 months)	$140 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation)	Up to $60	$299 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation)	Up to $60
VSP EasyOptions	Not applicable		Members can choose one of these upgrades: An additional $70 frame allowance, fully covered premium or customer progressive lenses, or fully covered light-reactive lenses, or fully covered anti-glare coating, or an additional $70 contact lens allowance Every 12 months	Included in prescription glasses

Extra Discounts and Savings

GLASSES AND SUNGLASSES

- Extra $20 to spend on featured frame brands. Go to **vsp.com/offers** for details.
- 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.

ROUTINE RETINAL SCREENING

- No more than a $39 copay on routine retinal screening as an enhancement to a WellVision exam.

LASER VISION CORRECTION

- Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities.

Life and AD&D Coverage

Protect yourself and your loved ones when the unexpected occurs. Life and Accidental Death and Dismemberment (AD&D insurance is provided in partnership with MetLife.

Don't forget! It's important to designate a beneficiary or ensure your current beneficiary information is up to date by logging into **www.metlife.com/mybenefits**.

Basic Life and AD&D

Summit School Services automatically provides you Life and AD&D coverage of 1× your annual salary (rounded up to the nearest $1,000), up to $180,000. This benefit is provided at no cost to you.

What is EOI?

Evidence of Insurability (EOI), sometimes known as proof of good health, is health information the insurance company requires to approve you for coverage. You may be required to submit EOI if you elect coverage outside new hire enrollment or if you elect above the guaranteed issue amount.

What is Guaranteed Issue?

This is the amount of coverage available without having to provide information about your health.



Voluntary Benefits

When life throws you a curve ball, our voluntary benefits administered by MetLife create an added layer of financial protection for you and your family. These plans make cash payments directly to you, and you can use the benefit however you wish.

Accident Insurance

Accidents can happen when you least expect them. This plan is designed to pay a tax-free cash benefit directly to you when an injury occurs off the job.

Examples of Covered Accidents and Payments

Skull Fracture	$5,000 per covered
Ambulance Benefit	Ground: $400 per covered person, per accident Air: $1,500 per covered person, per accident
Broken Tooth Benefit	Filling: $75 per covered person, per accident extraction: $200 per covered person, per accident crown: $400 per covered person, per accident
Concussion Benefit	$450 per covered person, calendar year
Other Covered Benefits Categories	Covered benefits categories include, but are not limited to: dismemberment, paralysis, fracture, dislocation, burn, concussion, coma, laceration, eye injury, emergency care, transportation, therapy services, pain, prosthetic device, medical appliance, surgery, hospital admission or confinement
Wellness Benefit Amount	$50 per covered person per year*

IMPORTANT: New enrollees must be actively at work on the effective date for coverage to be in force. If not, enrolled coverage will be in force when return to active at work/eligible status.

* You will receive $50 if you provide MetLife proof of your annual wellness example. This helps to offset the cost of your premium.

Critical Illness Insurance

There can be a lot of expenses associated with a critical illness, and a major medical plan may not cover them all. Critical illness insurance provides you a lump sum payment so you can focus on what matters most—getting better. You can purchase coverage of $10,000, $20,000, $30,000, or $40,000. Spouse and child(ren) coverage is available at 50% of your elected amount.

Covered critical illnesses include:

- Cancer
- Heart attack
- Stroke
- Alzheimer's disease
- Major organ transplant

How the Plan Works

A Summit School Services employee's life is turned upside down after suffering a heart attack followed by a stroke a week later. This employee and their spouse missed work to help in recovery. Not only was their income affected, but medical bills started piling up while the need for childcare increased.

Hospital Indemnity Insurance

Hospital stays add up fast, and medical coverage typically doesn't cover the entire stay. This plan provides a flat payment directly to you to use however best meets your needs in the event of a hospital confinement. Benefits are paid directly to you, regardless of the cost of treatment.

Flexible Spending Accounts (FSAs)

Flexible Spending Accounts (FSAs) allow you to set aside pre-tax dollars from your paycheck to cover qualified expenses. We offer two types of FSAs through Voya.

Healthcare FSA

The Healthcare FSA helps you pay IRS-approved medical expenses. Funds you contribute to the Healthcare FSA are available in full on the first day of the plan year.

Dependent Care FSA

The Dependent Care FSA helps you pay for dependent care. This account works like a debit card; you need to accumulate the funds before you can use them.

Use It or Lose It

Carefully consider your FSA contribution amounts for the plan year. At the end of the year, you lose any money left in your FSA over the eligible rollover amount.

FSA Funding Limits

FSA Type	2024 IRS Limits	2025 IRS Limits
Healthcare FSA	$3,200	$3,300
Dependent Care FSA	$5,000*	$5,000*

* $2,500 if married and filing separately.

Claim Deadlines and Rollovers

You can roll over up to $660 if you have leftover funds in your account at the end of the plan year. This rollover does not count against the FSA limit for the following plan year.

FSA Resources

Visit the FSA Store at **www.fsastore.com** to shop FSA eligible items or learn more about Flexible Spending Accounts.

- **Store:** Shop the online store of 4,000+ products, all items listed are FSA eligible
- **Eligibility List:** Explore the most comprehensive list of items and services eligible for tax-free spending
- **Learning Center:** Easy-to-understand tips and resources for living with an FSA
- **FSA Calculator:** Estimate how much you can save with an FSA

Eligible Expenses

The funds in each FSA must be used for qualified expenses such as the examples listed below. For a more comprehensive list of eligible expenses, see IRS Publication 502.

HEALTHCARE FSA

- Doctor's visits
- Prescription drugs
- Medical and dental deductibles
- Over-the-counter items
- Hearing aids
- Eyeglasses

DEPENDENT CARE FSA

- Child or adult daycare*
- Nursery school
- Preschool (excluding kindergarten)

* An eligible dependent is a tax dependent child under age 13 or a tax dependent spouse, parent, or child unable to care for themselves.

401(k) Plan

Summit School Services wants you to feel secure and prepared for life after your career. In partnership with OneAmerica Plan, our 401(k) savings plan is designed to help you plan ahead and feel prepared for retirement.

Eligibility

Part-time employees are eligible to participate in the plan and begin contributing the 1st of the quarter (January 1, April 1, July 1, and October 1) following their date of hire, or as soon as administratively feasible thereafter.

Employee Contributions

Through convenient payroll deductions, you may contribute traditional pre-tax, Roth after-tax, or a combination of these. For 2024, you may save up to $23,000 to your 401(k). If you are age 50 or older, you may save an additional catch-up contribution of $7,500. The new IRS limit will be released in November.

Company Contribution

When you contribute a percentage of your paycheck to the 401(k), the company will match your contributions at a rate of 100%, up to 3% of your salary, and 50% of your contributions on the next 2% of your compensation that you contribute each pay period. That means if you are not contributing at least 5% of your salary each year, you are turning down a 4% contribution from the company!

Vesting

When you contribute a percentage of your paycheck to the 401(k), the company will match your contributions at a rate of 100%, up to 3% of your salary, and 50% of your contributions on the next 2% of your compensation that you contribute each pay period. That means if you are not contributing at least 5% of your salary each year, you are turning down a 4% contribution from the company!

Your 401(k) in Action

Manage your 401(k) account by calling **800.858.3829** or logging into **https://oaretirement.com**. By logging in, you can:

- Adjust or stop your contributions
- Change how your funds are invested
- Request a loan and withdrawal
- Designate and update your beneficiary



The beneficiary you designate will receive your 401(k) balance in the event of your death. It's important to ensure you designate and keep your beneficiary information up to date.

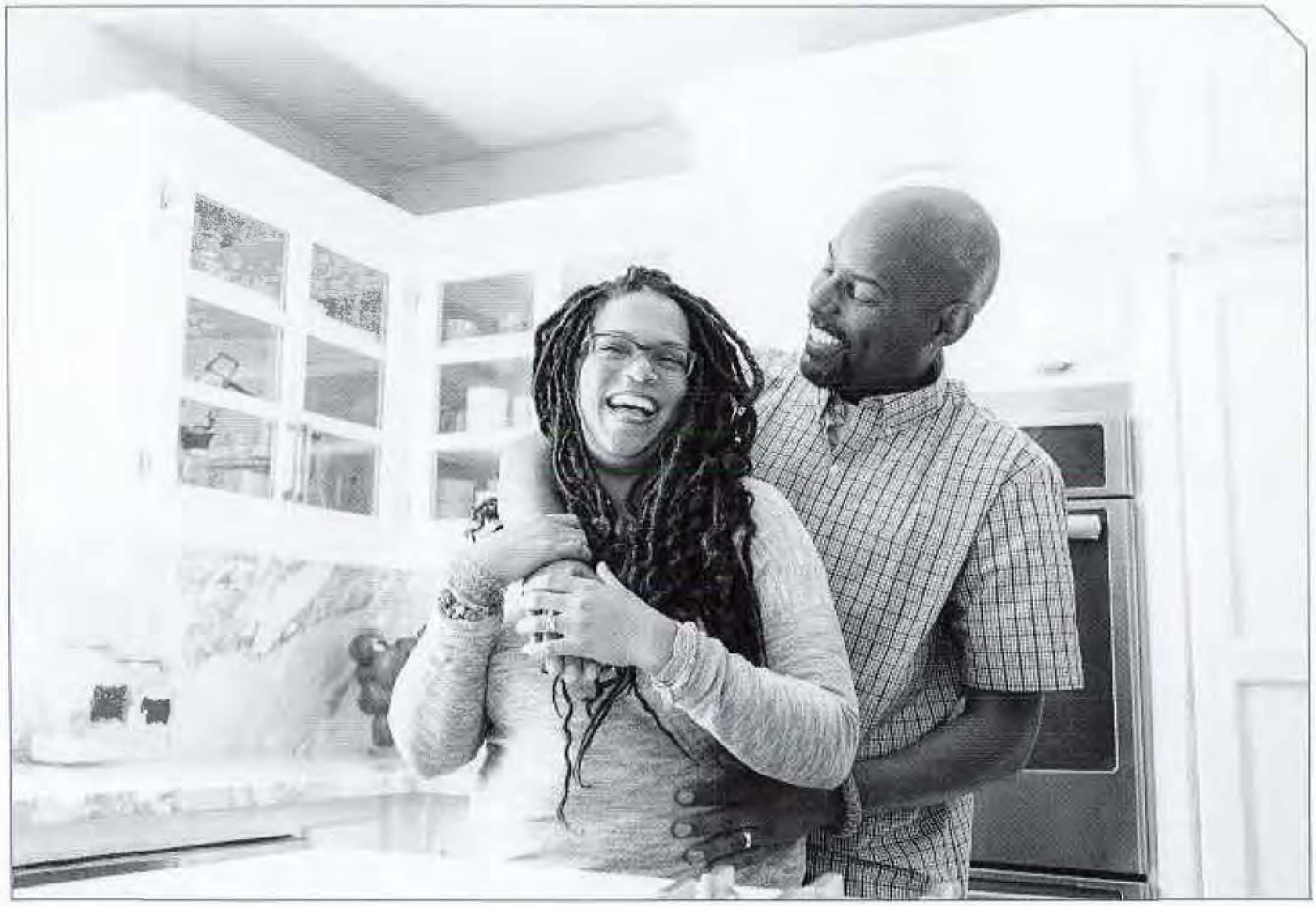
Financial Resources

MetLife Personal Finance

MetLife's Personal Finance App, formerly known as Upwise, is a free financial wellness tool designed to help employees improve their financial well-being. MetLife Personal Finance empowers users through tracking spending, setting financial goals, and establishing healthy habits. The app offers personalized insights, interactive challenges, and educational resources to encourage smarter financial decisions. With an intuitive and engaging interface, employees can explore topics like budgeting, saving, and debt management at their own pace, making it easier to take control of their financial future.

Discount Program

PerkSpot is a valuable free employee discount program that gives you team access to exclusive savings on a wide variety of products and services. From everyday essentials like groceries and clothing to big-ticket items such as electronics, travel, and entertainment, PerkSpot offers personalized deals from top national and local brands. Employees can browse thousands of discounts, making it easier to stretch their budget and enjoy significant savings on the things they love. To create your free membership, log onto: **nellc.perkspot.com**.



Commuter Benefits

This program, administered by HealthEquity, offers a convenient way for you to save on daily commuting expenses by using pre-tax dollars. The monthly pre-tax contribution limit, which is updated by the IRS annually towards the end of the year, is $325 for 2025. Whether commuting by public transit, rideshares, or a personal vehicle, employees can set aside funds from their paycheck before taxes, reducing taxable income and increasing take-home pay. The program covers a variety of transportation options, including buses, trains, subways, and even qualified parking expenses, making commuting more affordable and stress-free.

To register online, visit **HealthEquity.com** and hover over the "Login" button. Select "WageWorks," "Employee Login," and "Register." You'll need to answer a few simple questions and create a username and password:

1. Log into your member portal and select your Commuter program.
2. Select "Enroll in Commuter."
3. Choose the type of order you wish to make—public transit, vanpool, or your parking option—and follow the instructions.
4. Select "Every Month" to repeat the same order automatically each month until you change or cancel it.
5. Select "Manage Calendar" to select benefit months you wish to receive your order.
6. Select "One Time" if you prefer to log in again whenever you'd like to order more. Then complete your order.
7. Don't forget to enter your email address to receive confirmations electronically.

Incorporating HealthEquity's Commuter Benefits into your benefits package not only helps you save money but also promotes a greener, more sustainable commute. The program is easy to manage, with a user-friendly platform that allows employees to select and adjust their commuting preferences. By providing this tax-advantaged benefit, your organization supports financial wellness and encourages eco-friendly transportation options for employees.



Employee Assistance Program (EAP)

We care about you and your family's complete health, including your mental and emotional well-being. That is why we provide an Employee Assistance Program (EAP) at no cost to you through MetLife. Our EAP is designed to connect you with resources and support to tackle life's challenges.

Key Features of the EAP

- Provided at no cost to you
- Confidential services provided by a third party
- Up to 5 face-to-face counseling sessions per year
- Available 24/7/365
- Unlimited access to phone consultants
- Phone assessments
- Referral services
- Educational resources and services

EAP Supports You

- Anxiety and depression
- Grief and loss
- Stress management
- Job pressures
- Marriage or family relationships
- Alcohol and substance dependency
- Parental guidance
- Child, adult, and elder care
- Legal and financial consultations

How to Get Started

Learn More About the Resources Available 24/7

- Visit **metlifeeap.lifeworks.com**
- Username: **metlifeeap**
- Password: **eap**

Get Connected with the Right Resource or Professional

- Call **888.319.7819**

Mobile App

- Username: **metlifeeap**
- Password: **eap**



Legal Insurance

The MetLife Legal Protection Plan gives you access to expert guidance and tools to help you handle the broad range of personal legal needs you might face throughout your life. This could be when buying or selling a home, starting a family, dealing with identity theft, or caring for aging parents.

How it Works

With network attorneys available in person, by phone, or by email and online tools to do-it-yourself, MetLife makes it easy to get legal assistance. Best of all, you have unlimited access to their attorneys for all legal matters covered under the plan. For a monthly fee conveniently paid through payroll deductions, an expert is on your side if you need them.

Why Enroll in Legal Coverage

Powerful Protection

- Access to a network of over 18,000 attorneys
- Over 80 types of legal matters covered
- Unlimited visits per year

Superior Savings

- No copays, deductibles, or additional attorney fees

Easy to Use

- Find an attorney online or by phone in minutes
- No claim forms or waiting periods
- Create your will, health care directive and financial power of attorney in as little as 15 minute



Identity Theft Protection

In partnership with MetLife, Aura offers robust identity protection services designed to safeguard employees against identity theft and fraud. Aura's comprehensive solution provides real-time monitoring of personal information, including social security numbers, bank accounts, credit cards, and more. Employees receive alerts for any suspicious activity and can access 24/7 support from identity theft specialists, ensuring swift action if their identity is compromised. Additionally, the program includes financial tools such as credit monitoring and annual credit report access to help employees stay proactive about their financial health.

Comprehensive Digital Protection

Rated #1 amongst Identify Theft Protection solutions, Aura can assist you with the following services via their mobile app:

- Financial Fraud Protection
- Identity Theft Protection
- Privacy Protection
- Parental Controls
- Senior Fraud Protection
- Password Manager
- VPN and Antivirus
- $5M Insurance per Adult
- 24/7 Customer Support

Aura's customer service team is available 24/7/365 at **844.031.2872**.



Medicare Resources and Allsup

What Are My Options Once I Turn 65?

Will You Retire or Will You Decide to Stay in the Workforce?

If you continue to work full-time, you may remain on the company medical plan if you meet eligibility requirements. However, you may also be eligible for Medicare and a supplement policy that costs you less out-of-pocket. Please read the summary below and explore your options.

Working Beyond Age 65

Save Some Money

If you are purchasing medical insurance through your employer, a Medicare plan could help you save money on your healthcare expenses. Medicare can coordinate with your employer-sponsored coverage or be purchased in lieu of it. It may make sense for you to sign up for Medicare in addition to OR instead of the coverage you have today.

It Starts with Basic Coverage at No Cost (Part A)

Many people who choose to work past age 65 enroll in Part A (Hospital Coverage) because there is no monthly premium. Many choose to enroll in both Parts A and B together. Part B (Physician Coverage) requires a small monthly premium. A Supplement Plan, along with a Medicare Part D (Prescription coverage) plan, can also be purchased to cover most out-of-pocket costs for a very affordable premium. In some cases, these options are far less costly than staying on an employer sponsored plan. It is recommended that you explore all options to determine what is best for you. You may also shop for and change plans each year based on your specific needs.

Understanding Your Options

If You Continue Working

If you are enrolled in Medicare, your coverage can either coordinate with the company plan or it can be elected separately. Paying for both may not be cost effective.

An employee still working may drop the company medical plan to enroll in Medicare and/or a Medicare Supplement Policy at certain points throughout the year if they become eligible, as this is considered a qualifying event. You just need to prove that you had creditable coverage past your Initial Enrollment Period for Medicare.

Making Changes to Your Medicare Plans

Healthcare needs can change from year to year. Be sure to review your needs (upcoming surgeries, current prescription drugs, new wellness goals) so you can find a plan to best meet them.

Medicare Open Enrollment Period

You can enroll in or change your plan once a year during the Open Enrollment Period (OEP) even if you do not have a qualifying event. The OEP is a seven-week period from October 15 to December 7.

Retiring at or After Age 65

Are You Ready?

Whether you retire or decide to work part-time, once you turn age 65 you will be eligible for Medicare (Parts A and B) and other Medicare Supplement Plans. If you don't have employer-sponsored coverage, you should consider enrolling during your Initial Enrollment Period. You can enroll any time within the 3 months before your 65th birthday month, your birthday month, or 3 months after.

It is important to note that Medicare resources and options vary by state. Each state has a SHIP (Senior Health Insurance Information Program) that offers free education and assistance specific to their state. To find your state resource and get the number to speak to a licensed counselor, you may either visit: **www.shiptacenter.org**, call **877.839.2675**, or email: **info@shiptacenter.org**.

Additional Information (Government Resources)

1.800.MEDICARE (800.633.4227), 24 hours a day, 7 days a week

www.Medicare.gov.

Allsup

Summit School Services has partnered with Allsup to provide those employees who are eligible for Medicare (or close to it) expert guidance to transition to the best healthcare option for you, for free. Contact Allsup today at **888.271.1173** or **allsuphealthcare@allsup.com**.

Insurance Terms You Should Know

Insurance can be confusing. Understanding these common insurance terms will help you make the most of your benefits.



BALANCE BILLING

This is a bill out-of-network providers can you send you for a portion of the bill insurance does not cover.



COINSURANCE

This is a percentage of what you will pay for covered services after you reach any applicable deductible or copays. Typically, your percentage is lower than the plan's.



COPAY

This is a set fee you pay for certain services and expenses, such as doctor visits and prescriptions.



DEDUCTIBLE

This is the amount you pay out of your pocket before the plan begins to help pay for covered expenses.



EXPLANATION OF BENEFITS (EOB)

This is not a bill; it is a document sent by the insurance company to list the services you receive and what the insurance plan will cover.



FORMULARY

The list of medications covered under your health plan; they typically have different tiers, such as generic and brand name.



NETWORK

A group of doctors and facilities contracted with the plan at negotiated rates.



OUT-OF-POCKET MAXIMUM

This is the most you'll pay for eligible healthcare services during the plan year.



PREAUTHORIZATION

Is a process giving the insurance company a chance to review needed services and/or medication and determine if it will be covered.



PREMIUM

This is the cost you must pay to be covered by the plan.

Important Contacts

HEALTH	
Limited Medical Option 1	Axis Partners **888.376.5391** **www.axisgroupbenefits.com**
Limited Medical Option 2	Bay Bridge Administrators (Tres Health) **888.228.4055** **www.tres.health**
Dental	Blue Cross Blue Shield of IL **800.367.6401** **www.bcbsil.com**
Vision	VSP (no ID cards provided) **800.877.7195** **www.vsp.com**
Life and AD&D Coverage	MetLife **800.638.6420** **www.metlife.com/mybenefits**
Voluntary Benefits	MetLife **800.438.6388** **www.metlife.com/mybenefits**
MONEY	
Flexible Spending Accounts (FSAs)	Voya **833.232.4673** **https://www.voya.com**
FSA Store	FSA Store **888.372.1450** **fsastore.com**
401(k) Plan	OneAmerica (Plan #950468) **800.858.3829** **www.oaretirement.com**
Financial Wellness —FREE	MetLife Personal Finance App (formerly Upwise) **www.metlife.com/insurance/personal-finance**
Discount Program —FREE	PerkSpot **https://nellc.perkspot.com**
Commuter Benefit	HealthEquity **877.924.3967** **https://participant.wageworks.com/home.aspx**

SUPPORT	
Employee Assistance Program (EAP) —FREE	MetLife **888.319.7819** **https://metlifeeap.lifeworks.com**
Legal Insurance	MetLife **800.821.6400** **www.legalplans.com**
Identity Theft Protection	MetLife **800.438.6388** **www.metlife.com/mybenefits**
Medicare Advocacy	Allsup **888.271.1173** **allsuphealthcare@allsup.com**



For All Your Benefits Questions

We're here to help answer your benefits questions and support you throughout enrollment. To enroll, visit **https://secure3-enroll.com/ao/necbenefits**. For assistance, email **Benefits.Fax@nellc.com** or call **855.595.HR4U** (4748).



This document highlights some of the benefits offered through our benefits program. Please refer to the plan document(s) for a complete description. If there is a conflict between this document and the legal plan documents, the legal plan documents will prevail. The benefits and policies outlined in this document do not constitute the terms and conditions of an employment contract. Although the company maintains the benefits program on an ongoing basis, the company reserves the right to amend or terminate any plan at any time.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
MSC 17149
P.O. Box 803507
Dallas, TX 75380
www.aon.com

INSURED
Durham School Services, L.P.
27755 Diehl Road, Suite 100A
Warrenville IL 60555

CONTACT NAME: Aon Risk Services Southwest, Inc.
PHONE (A/C, No, Ext): 501-374-9300 FAX (A/C, No):
E-MAIL ADDRESS: certificaterequest@aon.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE Property and Casualty Insurance Co	20699
INSURER B :	MS Transverse Specialty Insurance Co	41807
INSURER C :	Lloyd's	
INSURER D :	ACE American Insurance Company	22667
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 88890091 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	HDO G48962 0A	7/14/2025	7/14/2026	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	✓ POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	✓	✓	ISA H11430430	7/14/2025	7/14/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB ✓ OCCUR	✓	✓	XEU G49352967 001	7/14/2025	7/14/2026	EACH OCCURRENCE	$ 10,000,000
	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		✓	WLR C72632163	7/14/2025	7/14/2026	✓ PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A			SCF C72632205 (WI)	7/14/2025	7/14/2026	E.L. EACH ACCIDENT	$ 3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000
D	Excess General Liability	✓	✓	XSL G48962099	7/14/2025	7/14/2026	$5,000,000 Each Occurrence	
D	Excess Auto Liability	✓	✓	XSA H1 1430569	7/14/2025	7/14/2026	$5,000,000 Each Occurrence	
B	Excess Liability $5M po $10M x $20M	✓	✓	TSUEEX0001192-00	7/14/2025	7/14/2026	$5,000,000 Each Occurrence	
C	Excess Liability $5M po $10M x $20M	✓	✓	B080126413U25	7/14/2025	7/14/2026	$5,000,000 Each Occurrence	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP #8612 - Regular Education
The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.
Abuse/Molestation Liability is included in the General Liability policy with a limit of $5,000,000.

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street, Room 103
Waterbury CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Southwest, Inc.
Aon Risk Services Southwest, Inc.
Aon Risk Services

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Durham School Services, L.P. 27755 Diehl Road, Suite 100A Warrenville IL 60555
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance (03/16)

HOLDER: City of Waterbury

ADDRESS: 235 Grand Street, Room 103 Waterbury CT 06702

Excess Liability $10M x $30M
-Arcadian Risk Capital Ltd., Policy # B080126397U25, $2.5M Limit Each Occurrence, Effective 7/14/25-26
-Starr Indemnity & Liability Company, NAIC # 38318, Policy # 1000589988251, $2.5M Limit Each Occurrence, Effective 7/14/25-26
-Columbia Casualty Company, NAIC # 31127, Policy # 8033402588, $5M Limit Each Occurrence, Effective 7/14/25-26

Excess Liability $10M x $40M
-Liberty Surplus Insurance Corp., NAIC # 10725, Policy # 1000741931-01, $2.5M Limit Each Occurrence, Effective 7/14/25-26
-Helix Underwriting Partners Ltd., Policy # CASF0000677WI2025L, $2.5M Limit Each Occurrence, Effective 7/14/25-26
-Endurance American Specialty Ins. Co., NAIC # 41718, Policy # EXT30009319660, $2.5M Limit Each Occurrence, Effective 7/14/25-26
-AXIS Surplus Insurance Company, NAIC # 26620, Policy # P-001-001710468-01, $2.5M Limit Each Occurrence, Effective 7/14/25-26

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Getting students
to school safely,
on time and
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DURHAM
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