

REQUEST FOR PROPOSALS SPECIFICATIONS TO PROVIDE STUDENT TRANSPORTATION SERVICES

1. Procurement Background

a. Statement of Purpose

The NHPS seeks to establish a contractual partnership with commercial providers of student transportation services. The stated objective is to serve the students of the NHPS through the provision of high quality, safe, effective, and efficient transportation services. The NHPS is seeking a positive working partnership with contractors dedicated to these same objectives. While price will be a factor in the selection of the contractors, a demonstrated ability and willingness to work cooperatively with the NHPS in achieving these objectives will also be a determining factor.

b. Student Transportation Services in the NHPS

The NHPS provides transportation services to approximately 17,000 students attending 11 high schools, 2 middle schools, 30 elementary and K-8 schools, 9 early childhood program locations, and 19 other education centers. Services are provided on three primary transportation tiers using a total of approximately 315 route vehicles. Additional transportation is provided to support athletic and extra-curricular programming. All services are managed and administered by the NHPS transportation staff.

Relevant operating statistics for all currently scheduled bus routes is included as Current Services Summary. The prospective contractor should consider this information in developing its proposal and pricing but is advised against considering this data as entirely reflective of the routes that will be in place for the start of any contract resulting from this solicitation.

2. Services to be Provided

a. Reference to Contractual Agreement

A Standard Form of Agreement following the template included shall be completed and executed by the City and each selected contractor. This documents the specifications for the services to be provided and the governing terms and conditions of the partnership. No alterations or modifications to the Standard Form of Agreement as drafted and included are allowable in the contractors' proposal submissions, except as expressly included in any amendment that may be issued to this RFP prior to the proposal submission date. The prospective contractor is advised to thoroughly review the Standard Form of Agreement and to expressly consider its requirements in the construction of its proposal.

b. Multiple Contracts to be Awarded

The NHPS intends to award more than one contract through this solicitation. These contracts will be aligned to subdivisions of the service requirement. Table 1 describes the service area subdivisions and expected volumes of service required within each grouping for which separate contracts will be awarded. Further volume of service information is provided in the Current Services Summary where the prospective contractor can view information concerning the current routes in each subdivision. Prospective respondents should defer to the table below when reconciling any differences between the information provided and Table 1.

Table 1 – Service Subdivisions

Service Subdivision	Vehicle Requirements	Expected Service Volume
1. Regular Home-to-School and related supplemental services	257 Type I School Bus <i>2 with lifts and wheelchair positions</i>	257 daily routes plus supplemental services
2. Special Needs Home-to-School and related supplemental services	57 Type II School Bus <i>9 with lifts and wheelchair positions</i>	57 daily routes plus supplemental services

c. Proposal and Contract Award Limitations

Contractors must submit a single Technical Proposal that identifies a minimum of one service subdivision from Table 1 for which it wants to be considered for award. Price Proposals must be submitted for each service subdivision for which the prospective contractor is submitting a proposal on the forms provided. It is the intention of the NHPS to award a contract to a minimum of one (1) and a maximum of two (2) individual contractors.

3. Requirements for Submission

a. Proposal Submission Format

All submissions must follow the submission format specified in this section. The NHPS seeks clarity and brevity in the prospective contractor's description of its qualifications and experience to provide the required services, and in particular its proposed methodology and track record in forming a working partnership with its current customers. Excessive verbiage, marketing materials, or information not expressly required by this RFP is not desired and will not be considered favorably in the review and selection process. The NHPS reserves the right to reject any and all proposals or to waive any informalities, irregularities, or technicalities in any proposal should it be deemed to be in the best interest of the New Haven Public Schools to do so.

b. Proposal Content

The contractor's proposal shall be submitted in two parts, a Technical Proposal and a Price Proposal, and in a format consistent with the order of the numbered sections as follows:

Technical Proposal

1. Identifying Information – Include the full legal name(s) of the parent company submitting the proposal and the company that will be the prime contractor providing the proposed services, if different. Provide the legal address of the company(s). Provide the full name, email address, and telephone number of the contractor's designated contact for the submission. This person must be vested with the authority to speak on behalf of the contractor in all matters related to the proposal and must be available during the entirety of the solicitation process outlined in the schedule of events above. This section of the proposal must be signed by the designated contact person.
2. Service Subdivisions for Consideration – Clearly identify each of the named service subdivisions from Table 1 for which the contractor wishes to be considered for award. The contractor must submit a corresponding separate Price Proposal for each of the identified service subdivisions.
3. Qualifications, Experience, and References – Provide a brief but complete description of the contractor's qualifications and experience to provide the required services. At a minimum, include a description or illustration of the organization structure for the parent company and company proposed to provide the service, if different. Provide a history of the subject organizations, and information to illustrate the size and scope of their operations. If not currently providing transportation services to the NHPS, include in this section a minimum of three (3) references for which the contractor is currently or has recently been providing similar services, including location, name and contact information. The NHPS will contact these customers as part of its review of proposals.
4. Methodology and Approach – Provide a brief but complete description of the contractor's proposed organization, systems, methodologies, and processes for providing the required services meeting or exceeding the requirements of the Standard Form of Agreement, and for working with the NHPS as a service partner. While brevity and clarity are the objective, particular emphasis in scoring the proposal will be placed on comprehensiveness and specificity of this description to the requirements of the Standard Form of Agreement, and the overall fitness of the contractor relative to NHPS's goals and objectives for this procurement.

Pricing Proposal

5. Pricing Proposal Submittal Forms – Complete and submit the Price Proposal Submittal Forms separately and in their entirety, as described in the Proposal Submission Instructions and Requirements below. The contractor may, at its own discretion, duplicate these forms in a manner that will better enable their submission. The content and format must be reproduced in their entirety to be considered compliant. One set of forms must be submitted and separately sealed for each service subdivision identified in the Technical Proposal.

4. Review of Proposals and Contract Award

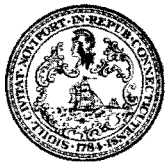
Qualified proposals will be reviewed by a committee established by the NHPS for the purpose of evaluating the contractor's wherewithal and desire to provide the required services. Final scoring of each proposal will be attributed on a weighted basis as follows:

- The Technical Proposal shall account for sixty percent (60%) of the final score.
- The Price Proposal shall account for forty percent (40%) of the final score.

Technical Proposals will be subjectively evaluated and scored on a 100 point scale relative to the following criteria:

- 10 points - Responsiveness to the requirements of the RFP
- 25 points - Contractor's experience in providing similar services, with an emphasis on its experience within the State of Connecticut
- 25 points - The proposed location of the contractor's operating facility in proximity to the City of New Haven
- 15 points - Contractor's organization, methodologies, processes, and procedures
- 15 points - The qualifications of the contractor's management team
- 10 points - The strength of the contractor's references

Once each proposal has been evaluated in this manner, the Price Proposals shall be opened and compared, with the highest scores assigned to the lowest priced contractor in each service subdivision. The contractor(s) that present the most compelling proposals for a combination of technical responsiveness and price may be invited to participate in an in-person interview process. Following the interview(s), if conducted, a final recommendation for preferred contractor in each service subdivision will be identified and submitted to the City along with a recommendation to award a contract.



CITY OF NEW HAVEN
BUREAU OF PURCHASES

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr
Purchasing Agent

Fiscal Year 2019/2020

February 14, 2019

NOTICE OF AWARD

200 Orange Street Rm 301
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

First Student, Inc		Contract Name:	NHPS Regular and Special Ed Busing
140 Middletown Avenue		Contract #	21547
New Haven, CT 06513		Date Advertised:	March 24, 2013
Contractor Contact	Paul DeMaio	Date Opened:	May 2, 2013
Telephone #:	203-772-0626		
Project Number:	N/A	Contract Value:	\$107,854,146.00
Vendor Number:	28268	Contract Term:	July 1, 2019-June 30, 2023

X	Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:			
	1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
	2.	Written signature of authorized agent	5.	Written signature of the witnesses
	3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement
	Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.			
	Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.			
X	Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.			
	Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:			
	1.	Full business name of bidder.	6.	Seal of Surety Company.
	2.	Name of Surety Company.	7.	Written signature of witnesses.
	3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
	4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
	5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

Contract Renewal – All terms and conditions of original contract apply				
	State Wage	X	Livable Wage	Federal Wage
				No Wage



CITY OF NEW HAVEN

BUREAU OF PURCHASES

CONTRACT # 21547
PROJECT NAME : NHPS Regular and Special Ed Busing
BID OPENING DATE: May 2, 2013
DATE AWARDED: February 14, 2019
VENDOR NAME: First Student, Inc

200 ORANGE STREET
NEW HAVEN, CONNECTICUT 06510
TELEPHONE (203) 946-8201
FAX (203) 946-8206

AGREEMENT

THIS AGREEMENT made as of this 21 day of June, 2019 is by and between First Student, Inc (hereinafter referred to as the "Contractor"), and the City of New Haven (hereinafter also referred to as the "City").

WITNESSETH, that the Contractor and the City of New Haven for One Hundred Seven Million Eight Hundred Fifty Four Thousand One Hundred Forty Six Dollars and No Cents (\$107,854,146.00) and considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all service, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: Bus Transportation - Regular Education and Special Education, for the Department of Education of the City of New Haven, CT in accordance with specifications dated 3/24/13; your bid submittal dated 5/2/13; add. no. 1 dated 4/9/13; add. no. 2 dated 4/9/2013; add. no. 3 dated 4/18/13; add. no. 4 dated 4/25/13; add. no. 5 dated 4/26/13 and the attached schedule of award, in strict accordance with the Contract Documents as set forth below in Article 3, all as prepared by the City of New Haven.

ARTICLE 2. The Contract Price. The City of New Haven will pay the Contractor the amount stated above for the performance of the Contract in accordance with the Calculation Sheet and subject to any additions or deductions as may be authorized in the Bid Specifications.

ARTICLE 3. Contractor Representations and Contract Documents. Contractor represents it has the ability to perform the services required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances. Contractor acknowledges that it has previously provided the City with Bid Documents in response to the City's solicitation noted above as "PROJECT NAME," and hereby restates and reaffirms the representations made in the Bid Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and / or the "Agreement":

- A. Bid Documents
- B. Bid Submission
- C. Addendum
- D. General and Special Conditions
- E. Insurance Rider
- F. Bid Tabulation Sheet
- G. Labor, Performance and Material Bonds (included herewith if applicable)

ARTICLE 4. Insurance and Indemnity. The attached Rider is hereby fully incorporated by reference herein.

ARTICLE 5. Wages. Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rate of pay set forth in the Bid Documents is the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

ARTICLE 6. Non Arrearage. The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract or other obligation.

ARTICLE 7. Equal Employment Opportunity. The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Bid Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment. including an Affirmative Action Agreement.

ARTICLE 8. Assignment of Agreement. The Contractor shall not assign all or any part of the Agreement without the prior written express consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its 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.

ARTICLE 9. Commencement of Work. The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

ARTICLE 10. Contractor's Status. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.

ARTICLE 11. Examination of Plans, Specifications, and Work Sites. The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for additional labor or materials due to discrepancies.

ARTICLE 12. Construction - Investigation of Subsurface Conditions. Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any preliminary investigations; the sufficiency or accuracy of the interpretation of the results of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.

ARTICLE 13. Contractor's Guarantee. Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and attorney's fees. In any situation determined to be an emergency by the City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all

costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

ARTICLE 14 – 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE 15 – Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

ARTICLE 16 – Contract Termination.

1601. Termination of Agreement for Cause. If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: the non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than fifteen (15) business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property. 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 Agreement 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.

1602. Termination for Convenience of the City. Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon Ninety days (90) written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

ARTICLE 17. Additional Terms and Conditions.

1701. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

1702. The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

1703. The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

1704. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

1705. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

1706. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

1707. The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement. During the term of this Agreement, the parties shall work collaboratively (1) to produce savings by using energy efficient buses during the term of this Agreement, including joint efforts to seek grant funding from the Volkswagen Mitigation Trust Fund to offset costs of energy efficient buses; (2) to identify a City-owned property for vehicle parking and maintenance; and (3) to seek cost efficiencies and savings/avoidance through data analysis, industry trends and efficiency reviews.

1708. References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

1709. The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.

1710. The City reserves the right to audit the Contractor's books of account in relation to this Agreement at any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. 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 Agreement, including, but not limited to, payroll records, bank statements, and cancelled checks.

1710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as as termination and default) 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 or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.

1711. Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company addressed stated therein.

1712. Notices to the City and Invoices for completed work should be directed to:

Project Manager	Fred Till
Department	Board of Education
Mail Invoices to:	54 Meadow Street, New Haven, CT 06519
Invoice Payment Inquiries :	203-946-8418

1713. Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

1714. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.

1715. Billing/Invoicing/Contract Value - The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor: (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value.

THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, form the Contract Documents between the parties.

IN WITNESS WHEREOF, the parties have executed TWO (2) counterparts of this Agreement as of the day and year first above written.

		Contractor:
		First Student, Inc
Witness:	<i>Stephanie Curry</i>	<i>Michael Petrucci</i>
Witness:	<i>Kathleen Mohny</i>	
		(written signature)
		Michael L. Petrucci
		(title of person signing above) Secretary

CERTIFICATE OF CORPORATE PRINCIPAL

I, Brian Beckham, certify that I am the Assistant Secretary of the Corporation named as Contractor in this Agreement; that Michael Petrucci who signed the Agreement on behalf of the Contractor is the Secretary of said Corporation; that I know her/his signature, and that her/his signature thereto is genuine; and that this Agreement was duly signed for and on behalf of the Corporation by authority of its governing body.

Brian Beckham
(Written Signature of Attester)

Affix Corporate Seal
Assistant Secretary
(Title)

CITY OF NEW HAVEN

Recommendation of Award of Contract:		<i>Michael Petrucci</i> Purchasing Agent
Approved as to Form and Correctness:		<i>John H. ...</i> Assistant Corporation Counsel
The funds are available for this Agreement:		<i>John H. ...</i> Controller/Chief Accountant
ATTEST:	<i>Alexis Perkins</i>	<i>Brian W. Hays</i> Mayor City of New Haven New Haven, CT 06510
ATTEST:	<i>Mercedes Lela</i>	

BID SPECIFICATIONS

NHPS Regular and Special Ed Busing

I. INTENT

The City of New Haven for it's Board of Education (the "Board") is contracting for student transportation for Type I and Type II buses and lift vehicles and a passenger van so as to provide improved transportation services for students, a better utilization of resources and more efficient reporting on student transportation services to the State Department of Education.

II. LENGTH OF CONTRACT

The Contract shall be for service from July 1, 2019 through June 30, 2023 with two one year optional years, which optional years shall be mutually agreed to by the parties. The service is for Type I School Buses, Type II School Buses, Type I Lift Vehicles, Type II Lift Vehicles and Passenger vans. This contract will be awarded in total and will not be subdivided in any form. This contract award must be approved by both the Board of Education and the Board of Aldermen.

III. THE SCHOOL YEAR

The Contract will apply to all days when school is in session between July 1 and June 30 of any given year. The minimum number of school days in any normal school year will be 180. The base bid will reflect 180 days of school operation with provision for the daily rate in order to compute cost when the actual operation of schools may be more or less than 180 days.

IV. SECURITY OF PERFORMANCE AND TERMINATION

A. The Contractor shall furnish at its own expense the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract to guarantee the faithful performance of this Agreement; provided, however, that if the Board waives this performance bond requirement, Contractor shall credit ninety-five thousand dollars (\$95,000,), spread equally on Contractor's monthly invoices during each of the school year in which the requirement is waived. City shall notify Contractor no later than March 30 of any required bonds for the upcoming contract year. In the event that City requires a bond, the parties shall agree on revised pricing for the Contract year in which the bond is required to cover costs associated with the required bond. If required, such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. Proof of bond ability must be submitted with the proposal.

B. If, at any time, the Contractor is not, in the opinion of the Board, satisfactorily fulfilling the conditions and obligations of the Contract, the Board will issue a written warning by Certified Mail. If the condition or deficiency is not remedied within five (5) working days, the Board may terminate the Contract by giving ten (10) days' written notice to the

Contractor and employ another contractor. The surety shall be held responsible for any extra or added expense, loss or damage suffered by the City of New Haven and/or Board in security replacement performance of the Contract. Notwithstanding the foregoing, any serious breach of contract, including but not limited to failure to maintain the required workers compensation or liability insurance limits, or to maintain the performance bond required herein, may result in immediate contract termination at the option of the Board, and forfeiture of the performance bond.

C. In addition to any other rights the Board may have under this Contract or otherwise, the Board shall have the right to declare the Contractor in default if:

1. Contractor becomes insolvent;
2. Contractor makes an assignment for the benefit of creditors;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
4. Contractor shall abandon the work;
5. Contractor shall refuse to proceed with the work when and as directed by the Board;
6. Contractor shall subcontract, assign, transfer, convey or otherwise dispose of this Contract, or its rights or liabilities hereunder, other than as herein specified;
7. A receiver or receivers are appointed to take charge of the property or affairs of the Contractor;
8. Any laws applicable to the performance of this Contract have been violated by the Contractor or its agents, servants or employees;
9. Any vehicles provided by the Contractor are not kept in as new mechanical condition as determined by the State of Connecticut Department of Motor Vehicles or another qualified inspector.
10. Any other breach of Contract.

V. INSURANCE -See Attached Rider "A"

VI. ESTIMATED EQUIPMENT REQUIREMENTS

The following proposed contract specifications are based on the existing transportation needs of the New Haven public schools, including Head Start, private and parochial schools.

Type I School Buses, Type II School buses, Type I Lift Vehicles, Type II Lift Vehicles and 9 passenger Vans

The parties anticipate approximately 20 Type I all-day Buses (10 hours) to operate from 6:00 a.m. to 11 a.m. and 1 p.m. to 6:00 p.m.

Approximately 3 Type I all-day Lift Vehicles (10 hours) to operate from 6:00 a.m. to 11 a.m. and 1 p.m. to 6:00 p.m. to accommodate children in wheelchairs and on crutches or using walkers.

Approximately 243 Type I part-time Buses (6 hours) with a minimum carrying capacity of 61 passengers.

Approximately 2 Type I part-time Lift Vehicles (6 hours) to accommodate children in wheelchairs and on crutches or using walkers.

Approximately 10 Type II part-time Lift Vehicles (6 hours) to accommodate children in wheelchairs and on crutches or using walkers.

Approximately 1 part-time 9-seat Passenger Van (6 hours) to accommodate children in wheelchairs and meet other needs as determined by the Board. eliminate

Approximately 70 Type II Buses (6 hours) with a minimum carrying capacity of 19 secondary students.

Approximately 7 Type II part-time Buses (5 hours) with a minimum carrying capacity of 19 secondary students.

Additional all day and/or part-time vehicles may be required during the school year. The Contractor will supply these vehicles at no more than the same rate for vehicles in that category.

The number of vehicles and category are subject to change during the school year and will be determined by the Board.

VII. EQUIPMENT

All vehicles shall be registered, taxed and garaged in the City of New Haven, with New Haven registration by September 15 of each contract year. Supporting documentation for vehicle age and registration shall be provided to the Board of Education by July 1 of each year, for the applicable contract year. All school vehicles are currently required by City ordinance (Sec.29-16) to be no more than 7 years old; bid prices must reflect this requirement. Therefore, no vehicle shall be more than seven (7) model years old during any year of the Contract, provided, however, that the parties acknowledge that for the Board to receive the savings set forth below, it is necessary for the fleet configuration to include vehicles that are more than 7 years old at some point during the term of this Contract.

For the 2019-2020 school year, Contractor shall bring in one hundred and twenty-five (125) new vehicles which shall result in \$125,000 savings for the Board and shall be credited equally on Contractor's monthly invoices during the 2019-2020 school year.

For the 2020-2021 school year, Contractor shall bring in eighty-five (85) new vehicles.

All vehicles used by the Contractor in the performance of the services required in this Contract shall comply with all current 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.

All vehicles must meet all Federal and Connecticut statutes for Type I school buses with a minimum capacity of 66 secondary students and Type II school buses with a minimum capacity of 19 secondary students.

All vehicles can be either diesel or gasoline powered.

SEAT BELTS — All Type II vehicles shall be equipped with seat belts where applicable.

SOS LIGHTS — All vehicles will be equipped with an 8-light stop on safety system.

STOP ARM — Octagonal in shape, with two flashing red lights that operate automatically with separate vacuum tank, when door is opened. Arm to be mounted on left side of bus at the front.

BACK-UP ALARM — Reverse Direction Alarm to meet current OSHA specifications.

EMERGENCY "PUSH OUT" WINDOWS - If available

COMMUNICATIONS EQUIPMENT — To be installed in all vehicles including spares. If any vehicle is not equipped with the following, the Contractor shall pay a penalty of one hundred dollars (\$150.00) per occurrence: two-way radio system, cellular phones if the vehicle is beyond two-way radio range, and Nextel@ phones on the same network with New Haven Public Schools for direct contact between the Board and the Contractor's management personnel. A direct, dedicated phone line for exclusive use by the Board of Education will be available (this does not include a telephone answering service, switchboard or multi-phone answering system) from 5:30 a.m. until 6:30 p.m. The preceding will also be available when evening and/or weekend bus trips are operating for the school system. Two dedicated fax lines will also be maintained by the Contractor, with the facsimile machines located in the office available to receive changes and correspondence and in the routing office. The fax machines are to be on phone lines independent of the telephone line to the company so that they are always available for use.

SECURITY CAMERAS — All vehicles shall be equipped with a security camera that can produce a videotape of the driver and occupants of the bus. The tape shall also make an audio record during the entire time the video picture is being recorded. Tapes will be identified, unedited and kept on file for a maximum of Ten Days. Tapes will be made available to school personnel immediately upon request.

Contractor shall provide a video surveillance system for use on the school buses provided under this Agreement. Each bus shall have a box constructed as required for safe use, wired with the capacity to contain a video camera. Contractor shall retain ownership of the video monitoring equipment and will be responsible for supplying all video tape, repair and replacement of the equipment. In addition, Contractor and Board will develop and update as necessary guidelines and procedures for handling, reviewing and disclosure of video tapes and the information they may contain.

Board shall be responsible for, and hold the Contractor harmless from any liability arising from or in connection with audio recording on buses. Any vehicle that records audio on a bus under this Agreement shall post a notice indicating that the bus is recording audio. Within 30 days of this Agreement, the Board and Contractor will also establish reasonable procedures for the review and maintenance of recordings.

OTHER REQUIREMENTS

All vehicles shall be equipped with a mirror on the front of the vehicle so that the driver, while seated, can observe children walking in front of the bus.

Each vehicle will prominently display the Contractor's name. Each vehicle shall be numbered. These numbers will be prominently displayed on two sides, front and rear of the vehicle.

All Vehicles must be equipped with GPS and the Contractor shall allow the Board to have electronic or VPN access to Contractor's system.

The buses shall be maintained in as new repair and working order and in clean and sanitary condition and shall be adequately heated and shall have sufficient power to operate in accordance with the schedule of the Board of Education under reasonably foreseeable circumstances. The operator shall inspect the bus each morning to determine that the brakes, horn, tires, steering apparatus, emergency doors, stoplights, and other equipment are in good operating condition. Also, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the passenger compartment. All vehicles must be equipped with fire extinguishers. Tires on all vehicles shall meet State of Connecticut Department of Motor Vehicles requirements, and the MINIMUM tread allowed shall be 3/32 OF AN INCH at the lowest point. No retread tires will be used on the front wheels of any contract vehicle.

Vehicles must be inspected in accordance with State of Connecticut Department of Motor Vehicles requirements

Representatives of the Board shall be notified and shall have the right to be present when the State of Connecticut Department of Motor Vehicles is conducting an inspection and shall also have the right to conduct its own inspections at any time it is deemed necessary.

Reports of each inspection shall be filed with the Superintendent of Schools or designee, within seven (7) days of completed inspection.

The above records will constitute a specific statement concerning the mechanical condition of each individual bus and shall be on a form approved by the Board of Education.

The Board of Education, or its agent, may, on written notice, require the Contractor to discontinue the use of any bus which it judges to be hazardous, mechanically defective or subject to breakdowns or delays. In the event that the discontinuance of any bus shall be ordered, the Contractor shall forthwith replace said bus with another bus that is capable of fulfilling the requirements of the Contract and the schedule.

No vehicle shall be fueled while children are on board.

Prior to August 15th of each year, the Contractor shall submit a complete list of all vehicles to be used during the year to the Superintendent of Schools or designee. The list shall include:

- a) Name of manufacturer
- b) Date of manufacture
- c) Serial number
- d) Pupil capacity
- e) Identification and registration number

VIII. PERSONNEL

A. CENTRAL OPERATIONS STAFF

The Contractor shall provide as part of the central operations staff the following:

- One (1) full-time station manager
- Three (3) full-time assistant managers
- Three (3) full-time dispatchers
- One (1) full-time safety director
- One (1) full-time routing staff person
- One (1) full-time computer support staff person
- One (1) part-time routing staff person

Full time charter, field trip and athletic dispatcher

The Contractor shall provide a list of central operations staff to the Board by July 1 of each contract year. Any changes made in the list are to be with the consent of the Board.

B. VEHICLE OPERATORS

The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.

The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.

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.

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.

Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.

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.

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.

Drivers shall not leave a bus unattended at any time when children are on board.

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 who are being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.

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.

Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a vehicle with school children on board.

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

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

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

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

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.

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 for.

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.

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.

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 (1) time 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. FLEET MAINTENANCE STAFF

It is the Contractor's responsibility to maintain the fleet of vehicles so they are operational and to staff said maintenance in accordance with State requirements and at the Contractor's sole cost.

IX. DRIVER TRAINING

The Contractor shall be solely responsible for the proper training and qualification of vehicle drivers. The Contractor shall institute and maintain a continuing program of driver and safety instruction. The driver training shall be in accordance with the program established by the State of Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the State of Connecticut Department of Motor Vehicles. The Contractor shall keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers.

Drivers will be required to attend a MINIMUM of one (1) training session/workshop per month as provided by the Contractor.

Drivers of vehicles transporting special needs students shall be given additional appropriate training in excess of the minimum required for other drivers. This training shall be provided in cooperation with the school system pupil personnel staff.

X. SAFETY DRILLS

The Contractor shall provide all necessary equipment, personnel and assistance in carrying out the school system's bus safety drill program. A MINIMUM of two (2) bus safety drills will be held each year.

XI. SPARE EQUIPMENT AND PERSONNEL

The Contractor shall, at all times during the period of this Contract, provide a sufficient number of spare drivers and spare buses equipped as previously specified, to be used in the event of any accidents, breakdowns, delays, emergencies, etc. There will be a MINIMUM of one (1) spare bus for every ten-(10) buses.

The cost of the spare buses, the spare drivers, the dedicated telephone, the dedicated faxes, and the full-time manager and staff shall be absorbed by the Contractor, who shall be paid only at the proposed price per bus for the number of buses actually in operation.

XII. BUS ROUTES, STOPS AND SCHEDULES

This Contract is configured to a three-tier, morning and afternoon operation, i.e. vehicles operate three trips at different times over different routes each morning and afternoon. Under normal circumstances, no student will be on a route in excess of sixty (60) minutes. The number of routes will be determined by this policy as well as by the number of students on the vehicle.

The bus routes, stops and bus and pupil pick-up schedules shall be for those schools and pupils determined by the Board of Education to be serviced, including non-public, vocational and charter schools. The Board of

Education reserves the exclusive right to determine, change, alter and control the routings, school times, pupil pick-up schedules, and the number of buses it may require to perform school transportation. Routes may include the picking up or dropping off of Bus Aides and Monitors assigned by the Board of Education to monitor pupil transportation.

Changes in bus routes and the time schedules will take place only upon approval provided through the Office of the Superintendent of Schools or designee.

The Contractor shall be aware that at times schools will operate on a reduced time schedule and shall, therefore, be prepared to provide for such deviations.

Early dismissal days shall be considered a full day and no extra charges will be incurred to accommodate the early dismissal schedule.

Changes in routes and stops and schedules may be put into effect daily, including the month of September, when changes will be effected as needed.

Meetings regarding scheduling between the Contractor and the Department of Education shall be scheduled at least once per week and/or as needed.

It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.

The Contractor shall insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustment will report same to the bus supervisors who will take the matter up with proper school officials. Changes in bus and time schedules will take place only when properly authorized through the Office of the Superintendent of Schools or designee. Lack of compliance with this clause shall be considered failure to perform satisfactorily and may be used as cause for invoking the failure to operate clause of this Contract.

The Contractor shall work with the Office of the Superintendent of Schools, the Board's designee, in working out all bus routes and time schedules. This work shall be completed not later than fifteen (15) working days prior to the opening of school in of any contract year. All bus routes and time schedules shall be subject to review and approval of the Department of Education. The Board's designee shall have electronic access to all routes.

The Contractor must have the ability to electronically communicate with the Gateway Center and the Power School student information system to download daily changes and update bus stops within twenty-four (24) hours.

The Contractor will be responsible for via routes and instructions to drivers including "Dry" runs before implementing a new route.

Once the contract is awarded, but no later than April 1 of the award year, the Contractor will begin working with the Board of Education to design a bus stop, routing and schedule plan that meets the needs of the Board.

XIII. ACCIDENTS AND DELAYS

Drivers shall report accidents promptly to their supervisor. The supervisor, in turn, shall immediately inform the Superintendent of Schools and Transportation Department and the school the route is attending. The Contractor shall submit a detailed written report of each accident within 24 hours of the accident. A copy of the police report shall be submitted within 72 hours after the accident. The Contractor shall also submit to the Transportation Department a report on any accident involving a school vehicle, with the absence of children in transport while in the performance of this Contract, within 48 hours of the accident.

The Contractor shall notify the Transportation Department of any delay of 10 minutes or more in a bus schedule. The Contractor shall work with the Transportation Department, if necessary, in notifying schools of such delays.

XIV. RESPONSIBILITY FOR PUPILS AND DISCIPLINE

The Contractor shall be fully responsible for the care and supervision of pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school bus and shall be deemed to have ended when the pupil has completed alighting from the bus.

School authorities are anxious to cooperate with vehicle operators in maintaining proper conduct of the passengers. A verbal report by vehicle operators on any disturbance or irregularities should be radioed to the

driver's supervisor, who in turn shall immediately inform the Transportation Department and the principal of the school involved. The Contractor shall forward a copy of the written report to the school involved within 24 hours. Drivers will remain at the wheel at all times while children are loading or unloading and shall not leave the bus while the motor is running. Under no circumstances may the driver leave the vicinity of the bus with pupils aboard.

The driver is in full charge of the vehicle during its operation.

The driver is responsible to see that all children are seated and remain seated while the bus is in operation.

The driver is responsible for the maintenance of proper behavior on the part of all children riding a bus. A standard code of conduct will be prepared and issued to all concerned, i.e., driver, children, parents and school personnel.

Bus drivers do not have authority to refuse any child who is eligible for transportation, the right to ride, nor do they have the authority to put a student off a bus. It is the responsibility of the driver to assure that all Kg and first grade students are met at their bus stop by an authorized adult. The bus company will provide paper bracelets for the students to wear in order to identify them as students that must be met

Matters that may necessitate a withdrawal of riding privileges will be reported to the school principal. A form for such reporting shall be required and completed in accordance with Board requirements.

The Contractor shall assume full responsibility for all repairs to buses caused by vandalism. The Board of Education shall cooperate with the Contractor to eliminate vandalism of buses by students. Action will be taken by the Board against parents of students to pay for damages if a student can be identified.

XV. BUS AIDES AND MONITORS

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.

Bus aides and monitors 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 and monitors 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.

Should bus aides or monitors be provided either by New Haven Public Schools or the Contractor, the Contractor will return the monitor to the assigned school or designated drop-off point as part of the bus route?

The Contractor will cooperate with and assist the bus aides or monitors in carrying out their duties.

XVI. LIQUIDATED DAMAGES AND FAILURE OF OPERATION

A. LIQUIDATED DAMAGES

The parties agree that the provision of school transportation services is a high-visibility, highly sensitive program that seriously impacts public perception of New Haven Public Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which New Haven Public Schools may suffer as a result of poor service. Therefore, the parties agree that failure by the Contractor to provide services as outlined herein, during the term of this Contract, will result in the New Haven Board of Education assessing against the Contractor as liquidated damages and not by way of penalty the schedule of damages set forth below; provided, however, that the Board must notify the Contractor in writing within forty-eight (48) hours of an incident of its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. The Board must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular event. Additionally, in the event Contractor agrees to any increase or decrease in service levels, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet Board requirements.

1. Vehicles and Drivers: If the Contractor does not provide the required number of vehicles or drivers for any part of this Contract, a \$500.00 deduction per vehicle or driver, per day, shall be deducted from the invoice payment to the Contractor for services.
2. Service Interruption: A route which is completed more than 15 minutes before or behind schedule shall be considered a failure to operate satisfactorily and a deduction of \$150.00 shall be made for each incident, each day.
In the event that service is interrupted on any regular school route for any reason, the Contractor must use a comparable vehicle (spare) in order to complete the contracted service. Any vehicle used to cover interrupted service must be able to reach the point of breakdown within 20 minutes (in City) or 30 minutes (out of City) of notification by driver. The Contractor must notify the school involved and the New Haven Public Schools Transportation Department immediately. Failure to comply with this paragraph will result in an invoice deduction of \$150.00 per incident.
3. Force Majeure: No deduction shall be made in the event of delays or nonperformance due to any act of God, civil disturbance, fire, riot, war, terrorism, strike, governmental action or any other condition or cause beyond Contractor's control.
4. Failure to Follow Route: If the Contractor fails to follow the vehicle route as designated by New Haven Public Schools, this will result in an invoice deduction of \$150.00 per incident.
5. Accident Reports; If the Contractor fails to provide accident reports as required, it shall be considered failure to perform satisfactorily and a deduction of \$500.00 per incident/per day shall be taken from the invoice payment to the Contractor.
6. Pick-Up and Drop-Off Point: If the Contractor fails to provide transportation to the designated pick-up and drop-off point as required, it will be considered failure to perform satisfactorily and a deduction of \$150.00 per incident shall be taken from the invoice payment to the Contractor.
7. Performance Bond: Failure to provide a performance bond pursuant to the provisions of this Contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to the Contractor.
8. Insurance: Failure to provide an insurance certificate pursuant to the provisions of this Contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to the Contractor.
9. Monitors: The Contractor's failure to allow a monitor or bus aide to ride the vehicle or provide transportation to the designated drop-off point as required will be considered failure to perform satisfactorily and a deduction of \$150.00 per incident shall be taken from the invoice payment to the Contractor.
10. Late Reports: Failure to provide any of the reports or the certificate of insurance required under this Contract shall result in a deduction of \$500.00 for every calendar day late from the due date.
11. Application of Liquidated Damages: The Contractor may have liquidated damages applied in succession. For example, if a driver starts a route fifteen (15) minutes before schedule a deduction of \$150.00 will be taken; if the driver also changes the order of the route or forgets to pick up at a designated stop on the same route an additional \$150.00 deduction will be taken.
12. If the contractor fails to have a working camera on a bus a deduction of \$150.00 will be taken.
13. If the contractor fails to have working gps on a vehicle a deduction of \$150.00 will be taken.
14. If a kindergartner or first grade student is dropped off without an adult a deduction of \$300.00 will be taken

B. FAILURE OF OPERATION

When the Contractor fails to operate any route or any portion of any route because of failure of equipment or personnel, the amount of payment appropriate for said route or part of said route shall be deducted from the daily rate for the vehicle or vehicles involved.

A ten (10)-fifteen (15) minute "window" will be built into the schedule. For example, buses will be scheduled to arrive no later than 10 minutes before the start of each school. Buses will be expected to be at the school for the scheduled dismissal. However, a 15 minute "window" will be allowed after dismissal of 2nd and 3rd run schools.

If the Board, its employees, or agents, determine a route to be habitually more than fifteen (15) minutes before or behind schedule, it shall be considered a failure to operate satisfactorily and a fine will be imposed for the vehicle or vehicles involved.

This section shall not be invoked when weather conditions or circumstances exist over which the Contractor or driver has no control. Before a penalty is imposed, the Board of Education and Contractor will have at least one meeting to remedy or assess the penalty.

In addition to regular vehicle routes and service, field and athletic trips are considered part of the day-to-day operations and provisions of this Contract pertaining to regular vehicle routes and service also apply to field and athletic trips.

Penalties will be deducted from the monthly invoice and will range from a minimum amount of \$150.00 to a maximum amount of \$500.00 for each occurrence, as determined by the Review Board, which meets bi-weekly. Each succeeding year of the Contract will be contingent upon the Board's satisfactory evaluation of the Contractor's prior year's performance. The Board shall consider the following in its evaluation of the Contractor's performance.

1. Quality of drivers — safe driving habits, use of safety equipment, and cooperation in reporting misbehavior problems.
2. On time arrivals.
3. Conditions of vehicles.
4. Breakdowns.
5. Promptness in making repairs.
6. Effective preventive maintenance program.
7. Proper and effective routes and scheduling.

These factors are not exclusive and the Board may consider such other factors that in its opinion affect the Contractor's performance. If the Board determines that the Contractor's performance has not been satisfactory, it shall give written notice of the cancellation of the Contract on or before July 1.

Notwithstanding the provisions in the previous paragraph, the Board retains the right to terminate this Contract at any time in the event of prolonged interruption of service by Contractor or if, in the opinion of the Board, the welfare and safety of New Haven school children would be jeopardized by continuation of the Contract.

A. CONTRACTORS DEFAULT

If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board;

- (a) has failed to provide the level of services required under the Contract;
- (b) has failed to fulfill services required in accordance with agreed schedules;
- (c) has become insolvent;
- (d) makes an assignment for the benefit of creditors;
- (e) files a voluntary petition in bankruptcy;
- (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days
- (g) abandons the work;
- (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein;
- (i) fails to provide the insurance required in the Contract;
- (j) fails to provide the Performance Bond if required by the Board; or
- (k) fails to comply with any other term or condition contained in the Contract,

the Board shall have the right to terminate the Contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies the Board may have.

In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, irrespective of the Performance Bond.

XVII. FUEL

The Board of Education shall purchase all diesel or other fuel used in the Contract up to the limits specified below. The Contractor will be limited to 550,000 gallons of diesel or other fuel annually.

Any amount of fuel used by the Contractor above the limit shall be the responsibility of the Contractor. The additional cost of fuel will be deducted from the final payment to the contractor.

The Contractor shall keep appropriate and make available records to determine gallon age.

The Contractor will be responsible for providing and maintaining fuel storage facilities and related pump equipment at its terminal.

XVIII. PAYMENTS AND COMPENSATIONS

The Contractor's compensation for the performance of the obligations hereunder shall be based on the number and types of buses furnished by the Contractor at the per diem rate per bus as attached hereto. The parties acknowledge that the base bus count to perform this Agreement is three hundred and forty-six (346) buses, consisting of three hundred and thirty-six (336) Regular school buses and ten (10) Special Ed buses/vans (collectively, the "Base Bus Count"). The Board and the Contractor will consult on a regular basis concerning the transportation requirements of the Board. In the event of increases or decreases in the number of buses required to transport students, the number of buses and spare buses will be adjusted accordingly and for each reduction in the Base Bus Count of ten (10) or more buses, the rate per day will change by \$3.00 per bus per day for all remaining buses. Additionally, where such adjustments impact by 10% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in the Contract documents, the parties shall negotiate to cover increases or decreases in cost structure associated with such changes. Should the parties fail to reach agreement, either party may terminate this agreement upon sixty (60) days advance notice to the other party.

In the event of unusual circumstances, such as changes in local, state or federal taxes, laws or specifications (to include but not be limited to any requirements that seat belts be installed in vehicles), increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in this Contract shall be adjusted to reflect such increase. Should the parties fail to reach agreement on an adjusted rate, either party may terminate this agreement upon sixty (60) days advance notice to the other party. It is specifically understood that no other payments shall be made to the Contractor, who shall furnish all of the drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and services required, including the spare buses and drivers, the full-time manager and staff and other services necessary for the proper performance of the Contractor's duties. It also is specifically understood that all tolls, parking fees and bus expenses required in the performance of this Contract shall be borne by the Contractor. Acceptance by the Contractor of such monthly payment shall release the Board of Education and the City of New Haven from all claims and all liability to the Contractor in connection with this Contract arising during the period for which the payment is made, but no payment shall operate to release the Contractor, sureties, or insurers from any obligations under contract or the performance bond or any insurance policies issued in connection with the Contract.

XIX. REPORTS AND INFORMATION

The Contractor shall provide all necessary information and assist the Transportation Department if necessary in the preparation of reports which may be required by Federal, State and Local laws in addition to school administration requests, with specific emphasis on the State Department of Education's EDOOI form.

XX. APPLICABLE STATE STATUTES

In the event the applicable state statute or statutes, which require the City to provide school bus service, are amended, modified, rescinded, reserved or declared unconstitutional by the Courts so that the City is no longer required and/or permitted by law to provide certain types of school bus service, then this Contract may be amended to comply with said changes.

XXI. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with the laws, rules, regulations and policies of the Federal, State and Local governments as they may be amended from time to time, including those of the City of New Haven and the Board. In the event that the aforesaid laws, rules, regulations and policies are modified, amended or adopted requiring additional expenditures to ensure compliance, the Board and the Contractor shall conduct good faith negotiations to allocate the additional expenditures in an equitable manner.

XXII. INDEMNIFICATION

The Contractor agrees to release, defend, hold harmless and indemnify the City of New Haven and the Board of Education, its agents and its employees for the negligence, gross negligence, failure to act and/or willful acts of the Contractor or any of its subcontractors arising out of the performance of its services under this Contract. The Contractor agrees to release, defend, hold harmless and indemnify the City of New Haven and the Board of Education, its agents and its employees from the Contractor's or subcontractors' failure to comply with applicable laws and regulations of the United States of America, the State of Connecticut, the City of New Haven, or their respective agencies.

This indemnification shall not be affected by other portions of this Contract relating to insurance requirements. This indemnification shall not apply to any claim or demand that arises from or is caused by the negligence or willful misconduct of the City, the Board of Education, its agents or employees, student-upon-student violence, routing, or Contractor's good faith adherence to City's policies, procedures and directives.

XXIII. CONDITIONS OF ACCEPTANCE AND AWARD OF CONTRACT

The Contract Award will be made based upon but not limited to the following considerations:

- Cumulative Cost of Total Contract
- Personnel
- Safety Record
- Qualifications Statement
- Financial Statement
- References
- Statements of Assurance

-From the Contractor that the equipment provisions in Sections VI and VII of this document will be complied with by the effective date of the Contract

From the Contractor that the vehicle registration, taxation and garaging provisions in Section VII of this document will be complied with by the effective date of the Contract

From the Contractor's insurer that the Contractor will be able to obtain the insurance as required in Section V of this document

The successful Contractor will, within fifteen (15) days after written notice of acceptance, enter into a written contract with the Board of Education, in a form satisfactory to the Board, and will file within fifteen (15) days after written notice the policy of insurance and the surety bonds required.

XXIV. SPECIFICATIONS PART OF CONTRACT

It is understood that specifications contained herein will be made a part of any Contract that may be entered into by and between the Board of Education, the City of New Haven and the successful Contractor. The City of New Haven reserves the right to award to multiple contractors.

XXV. OTHER USES OF BUSES

The New Haven Public Schools utilizes transportation for approximately 12,000 field trips per year. Of these, approximately 8,000 are in New Haven and contiguous towns, approximately 2,500 are within the State of Connecticut, and approximately 1,500 are outside the State of Connecticut.

The Contractor agrees to furnish upon request, and in accordance with rate agreed upon, such as the school system may need for transporting school children on field trips during the school day, for transporting students to athletic events and to other school sponsored activities, either in or outside of the City. The Contractor agrees to an adequate number of spare buses and drivers (at least one (1) bus for every ten (10) buses being

used for City runs) for field trips, athletic events and for emergency use. These buses must meet all criteria and specifications of the Contract.

Use of All-Day Buses. All-day buses will be in operation from 6:00 a.m. to 11 a.m. and 1:00 p.m. to 6:00 p.m.; after and between school runs these buses shall be scheduled for field trips. These buses will be available at no extra charge and will provide service to sites in the City of New Haven and contiguous towns.

Unavailability of Buses. If it becomes necessary for the Board of Education to secure outside vendors to provide service for field and/or athletic trips due to the unavailability of buses and/or drivers, then the failure to operate clause may be invoked.

XXVI. SPECIALIZED NEEDS

The Board reserves the right to assign some of its specialized transportation needs, on a limited scale, to outside vendors. It is recognized that the majority of transportation shall be the obligation of the Contractor. However, the Board may, for logistical and/or financial reasons, see fit to assign some of its transportation requirements to another vendor.

SUMMER PRICES

A limited number of vehicles will be used for summer school transportation (approximately 50 Type I Buses, 10 Type II Buses, 4 Type II Lift Vehicles and 1 9-Passenger Van). These vehicles will be utilized from 7:00 a.m. to 9:30 a.m. and 11 a.m. to 2:00 p.m. The session generally runs for 25 days in July and early August.

Contractor shall be paid all invoices related to the Summer Transportation within thirty (30) days of execution of this Contract.

BUS PRICES FOR LOCAL SCHOOL TRIPS

An estimated 8,000 local school trips take place during the school year. Most of them are during the school day and do not interfere with to and from school transportation. The form below is for cost estimates for various factors for local school trips.

IN-STATE FIELD/ATHLETIC TRIPS OUTSIDE NEW HAVEN

In-state field and athletic trips will assume a five (5) hour duration — approximately one-hour driving time each way and an approximate three-hour layover. For purposes of this bid calculation, 2,500 field trips should be assumed for each 180-day school year, including athletic events.

Extra driver wait time charges will apply for trips exceeding the five-hour duration times and extra mileage charges will apply when trips going to more than one site within the selected destination.

Tolls, parking, etc., will be the responsibility of the Contractor and will be included in the price of the trip.

A specific price must be indicated for each trip destination for each year of the Contract, to be completed in Appendix A.

OUT-OF-STATE TRIPS

Out-of-state trips will assume an eight (8) hour duration — approximately two-and-one-half hour driving time each way and an approximate three-hour layover. For purposes of this bid calculation, 1,500 trips should be assumed for each school year, with destinations including but not limited to those listed below.

Extra driver wait time charges will apply for trips exceeding the eight hour duration times and extra mileage charges will apply when trips going to more than one site within the selected destination.

Tolls, parking, etc., will be the responsibility of the Contractor and will be included in the price of the trip.

A specific price must be indicated for each trip destination for each year of the Contract.

Schedule of Award

NHPS Regular and Special Ed Busing						
Contract Number #			21547			
Contractor			First Student, Inc			
Contractor Contact			Paul DeMaio			
Telephone			203-772-0626			
2019-2020	1	Cost per Type I Bus per day /10 hours	33	daily	\$520.1900	\$17,166.27
2019-2020	2	Cost per Type I Lift Vehicle/10 hours	3	daily	\$523.2500	\$1,569.75
2019-2020	3	Cost per Type II Bus per day/6 hours	64	daily	\$398.8400	\$25,525.76
2019-2020	4	Cost per Type II Lift Vehicle/6 hours	11	daily	\$411.5000	\$4,526.50
2019-2020	5	Cost per Type I Bus per day/6 hours	221	daily	\$409.8300	\$90,572.43
2019-2020	6	Cost per Type I Lift Vehicle/6 hours	2	daily	\$412.9800	\$825.96
2019-2020	7	Cost per Type II Bus per day/5 hours	7	daily	\$381.8400	\$2,672.88
2019-2020	8	Cost per 9-Passenger Van/6 hours	1	daily	\$364.1600	\$364.16
2019-2020	9	Overtime /per hour	1	hour	\$49.9700	\$49.97
2019-2020	10	Bus Aides/per hour	1	hour	\$38.9200	\$38.92
2019-2020		Total 2019-2020				\$143,312.60
2020-2021	11	Cost per Type I Bus per day /10 hours	33	daily	\$535.8000	\$17,681.40
2020-2021	12	Cost per Type I Lift Vehicle/10 hours	3	daily	\$538.9500	\$1,616.85
2020-2021	13	Cost per Type II Bus per day/6 hours	64	daily	\$410.8100	\$26,291.84
2020-2021	14	Cost per Type II Lift Vehicle/6 hours	11	daily	\$423.8500	\$4,662.35
2020-2021	15	Cost per Type I Bus per day/6 hours	221	daily	\$422.1200	\$93,288.52
2020-2021	16	Cost per Type I Lift Vehicle/6 hours	2	daily	\$425.3700	\$850.74
2020-2021						
2020-2021	17	Cost per Type II Bus per day/5 hours	7	daily	\$393.3000	\$2,753.10
2020-2021	18	Cost per 9-Passenger Van/6 hours	1	daily	\$375.0800	\$375.08
2020-2021	19	Overtime /per hour	1	hour	\$51.4700	\$51.47
2020-2021	20	Bus Aides/per hour	1	hour	\$40.0900	\$40.09
2020-2021		Total 2020-2021				\$147,611.44
2021-2022	21	Cost per Type I Bus per day /10 hours	33	daily	\$551.8700	\$18,211.71
2021-2022	22	Cost per Type I Lift Vehicle/10 hours	3	daily	\$555.1200	\$1,665.36
2021-2022	23	Cost per Type II Bus per day/6 hours	64	daily	\$423.1300	\$27,080.32
2021-2022	24	Cost per Type II Lift Vehicle/6 hours	11	daily	\$436.5700	\$4,802.27
2021-2022	25	Cost per Type I Bus per day/6 hours	221	daily	\$434.7800	\$96,086.38
2021-2022	26	Cost per Type I Lift Vehicle/6 hours	2	daily	\$438.1300	\$876.26
2021-2022	27	Cost per Type II Bus per day/5 hours	7	daily	\$405.1000	\$2,835.70
2021-2022	28	Cost per 9-Passenger Van/6 hours	1	daily	\$386.3300	\$386.33
2021-2022	29	Overtime /per hour	1	hour	\$53.0100	\$53.01
2021-2022	30	Bus Aides/per hour	1	hour	\$41.2900	\$41.29
2021-2022		Total 2021-2022				\$152,038.63
2022-2023	31	Cost per Type I Bus per day /10 hours	33	daily	\$585.4800	\$19,320.84

2022-2023	32	Cost per Type I Lift Vehicle/10 hours	3	daily	\$588.9200		\$1,766.76
2022-2023	33	Cost per Type II Bus per day/6 hours	64	daily	\$448.8900		\$28,728.96
2022-2023	34	Cost per Type II Lift Vehicle/6 hours	11	daily	\$463.1600		\$5,094.76
2022-2023	35	Cost per Type I Bus per day/6 hours	221	daily	\$461.2500		\$101,936.25
2022-2023	36	Cost per Type I Lift Vehicle/6 hours	2	daily	\$464.81		\$929.62
2022-2023	37	Cost per Type II Bus per day/5 hours	7	daily	\$429.7700		\$3,008.39
2022-2023	38	Cost per 9-Passenger Van/6 hours	1	daily	\$409.8600		\$409.86
2022-2023	39	Overtime /per hour	1	hour	\$56.2400		\$56.24
2022-2023	40	Bus Aides/per hour	1	hour	\$43.8100		\$43.81
2022-2023		Total 2022-2023					\$161,295.49
	OPT1						
2023-2024	41	Cost per Type I Bus per day /10 hours	33	daily	\$603.0400		\$19,900.32
2023-2024	42	Cost per Type I Lift Vehicle/10 hours	3	daily	\$606.5900		\$1,819.77
2023-2024	43	Cost per Type II Bus per day/6 hours	64	daily	\$462.3600		\$29,591.04
2023-2024	44	Cost per Type II Lift Vehicle/6 hours	11	daily	\$477.0500		\$5,247.55
2023-2024	45	Cost per Type I Bus per day/6 hours	221	daily	\$475.0900		\$104,994.89
2023-2024	46	Cost per Type I Lift Vehicle/6 hours	2	daily	\$478.7500		\$957.50
2023-2024	47	Cost per Type II Bus per day/5 hours	7	daily	\$442.6600		\$3,098.62
2023-2024	48	Cost per 9-Passenger Van/6 hours	1	daily	\$422.1600		\$422.16
2023-2024	49	Overtime /per hour	1	hour	\$57.9300		\$57.93
2023-2024	50	Bus Aides/per hour	1	hour	\$45.1200		\$45.12
2023-2024		Total 2023-2024					\$166,134.90
	OPT2						
2024-2025	51	Cost per Type I Bus per day /10 hours	33	daily	\$621.1300		\$20,497.29
2024-2025	52	Cost per Type I Lift Vehicle/10 hours	3	daily	\$624.7900		\$1,874.37
2024-2025	53	Cost per Type II Bus per day/6 hours	64	daily	\$476.2300		\$30,478.72
2024-2025	54	Cost per Type II Lift Vehicle/6 hours	11	daily	\$491.3600		\$5,404.96
2024-2025	55	Cost per Type I Bus per day/6 hours	221	daily	\$489.3400		\$108,144.14
2024-2025	56	Cost per Type I Lift Vehicle/6 hours	2	daily	\$493.1100		\$986.22
2024-2025	57	Cost per Type II Bus per day/5 hours	7	daily	\$455.9400		\$3,191.58
2024-2025	58	Cost per 9-Passenger Van/6 hours	1	daily	\$434.8200		\$434.82
2024-2025	59	Overtime /per hour	1	hour	\$59.6700		\$59.67
2024-2025	60	Bus Aides/per hour	1	hour	\$46.4700		\$46.47
2024-2025		Total 2024-2025					\$171,118.24
		Total 2019-2020					\$25,780,267.80
		Total 2020-2021					\$26,553,578.40
		Total 2021-2022					\$27,349,979.40
		Total 2022-2023					\$28,170,320.40
		TOTAL Contract Value					\$107,854,146.00
	OPT 1	2023-2024					
	OPT 2	2024-2025					



**CITY OF NEW
HAVEN
BUREAU OF PURCHASES**



Toni Harp
Mayor

Michael V. Fumiatti
Purchasing Agent

**200 ORANGE STREET
ROOM 401
NEW HAVEN, CONNECTICUT 06510
Tel. (203) 946-8201 - Fax. (203) 946-8206**

Contractor: First Student, Inc
Contract Name: NHPS Regular and Special Ed Busing
Contract Number: 21547

This is to certify that the originals of the attached copies are on file with the Bureau of Purchases:

- Bid Documents
- When applicable, any addendum
- When applicable, original year contract documents, including bid.

Michael V. Fumiatti, Sr

Signature

February 14, 2019

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2019

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
Arthur J. Gallagher Risk Management Services, Inc.
250 Park Avenue
3rd Floor
New York NY 10177

CONTACT NAME: Tanya D. Stephenson
PHONE (A/C, No, Ext): 212-994-7085 **FAX** (A/C, No): 212-994-7047
E-MAIL: Tanya_Stephenson@ajg.com
ADDRESS: Tanya_Stephenson@ajg.com

INSURED
FIRST STUDENT, INC.
600 Vine St
Ste 1400
CINCINNATI OH 45202

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : American Home Assurance Company	19380
INSURER D : Commerce and Industry Insurance Company	19410
INSURER E : ACE Property & Casualty Insurance Co	20699
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1628937405**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse and <input checked="" type="checkbox"/> Molestation Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	GL 3629890(10MM AGG)	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	CA1921809(AOS)	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		28295050	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B B B C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y WC 014649551 (AOS) WC 014649547 (FL) WC 014649549 (MA,WI) WC 014649548 (CA) WC 014649550 (NJ,AZ,IL,PA)	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018	12/31/2019 12/31/2019 12/31/2019 12/31/2019 12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 5,000,000 E L DISEASE - EA EMPLOYEE \$ 5,000,000 E L DISEASE - POLICY LIMIT \$ 5,000,000
E	Excess Liability		G46844245 002	12/31/2018	12/31/2019	Ea Occ/Agg \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation:
Policy #: WC 014649550 (AK, AZ, IL, NC, NH, NJ, PA, UT, VA, VT)
Policy Term: 12/31/18 to 12/31/19
Carrier Name: NEW HAMPSHIRE INS CO (NAIC #:23841)
Limits: E.L. Each Accident / E.L. Disease- Ea Employee / E.L. Disease-Policy Limit - \$5,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The City of New Haven
and the Board of Education
200 Orange Street, Room#301
New Haven CT 06510
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED FIRST STUDENT, INC. 600 Vine St Ste 1400 CINCINNATI OH 45202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

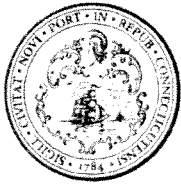
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Re: Contract#21547 - NHPS Regular & Special Ed Busing Service
The City of New Haven and the Board of Education, its agents, and employees of the City of New Haven are included as additional insured(blanket endorsement #83644/87950) as respects General and Automobile Liability coverage as evidenced herein on a primary/non-contributory basis as required by written contract with respect to work performed by the named insured. Abuse and Molestation Coverage included under the General Liability policy as evidenced herein. First Student, Inc. provides self-administered medical payments coverage. A waiver of subrogation (blanket endorsement) included as required by written contract.

Total Excess Liability is \$25,000,000 between Commerce and Industry Insurance Company (\$10M) & ACE Property & Casualty Insurance Co (\$15M)

Notice of Cancellation: 60 days written notice/10 days for non-pay



City of New Haven

165 Church Street
New Haven, CT 06510
(203) 946-6483 (phone)
(203) 946-7476 (fax)
cityofnewhaven.com

Master

File Number: LM-2019-0231

File ID: LM-2019-0231

Type: Order

Status: Passed

Version: 1

Reference:

In Control: City Clerk

File Created: 04/09/2019

File Name:

Final Action: 06/03/2019

Title: ORDER APPROVING A MULTI-YEAR CONTRACT WITH FIRST STUDENT, INC. FOR BUS TRANSPORTATION SERVICES FOR REGULAR EDUCATION AND SPECIAL EDUCATION STUDENTS OF THE NEW HAVEN BOARD OF EDUCATION.

Notes:

OLS Staff:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Alders	04/15/2019	Referred	Finance Committee			
	Action Text: This Order was Referred to the Finance Committee						
1	Finance Committee	05/09/2019	Favorable Report	Board of Alders			
	Action Text: This Order was Favorable Report to the Board of Alders						
1	Board of Alders	05/20/2019	Noted				
	Action Text: This Order was Noted						
1	Board of Alders	06/03/2019	Passed				Pass
	Action Text: This Order was Passed						

Text of Legislative File LM-2019-0231

ORDER APPROVING A MULTI-YEAR CONTRACT WITH FIRST STUDENT, INC. FOR BUS TRANSPORTATION SERVICES FOR REGULAR EDUCATION AND SPECIAL EDUCATION STUDENTS OF THE NEW HAVEN BOARD OF EDUCATION.

WHEREAS, in April 2018, the New Haven Board of Education advertised bids for bus transportation services; and

WHEREAS, the New Haven Board of Education at its March 12, 2019 special meeting awarded the contract to First Student, Inc., based on its bids, with the multi-year contract for Bus Transportation Services for Regular Education and Special Education Students of the New Haven Board of Education, subject to approval by the New Haven Board of Aldermen; and

WHEREAS, the New Haven Board of Aldermen at a meeting in 2019 approved the multi-year contract to First Student, Inc., based on its bids, with the multi-year contract for Bus Transportation Services for Regular Education and Special Education Students of the New Haven Board of Education, which expires June 30, 2019.

NOW, THEREFORE, BE IT ORDERED by the New Haven Board of Alders that a Multi-Year contract with First Student, Inc., for Bus Transportation Services for Regular Education and Special Education Students of the New Haven Board of Education is hereby approved.



CITY OF NEW HAVEN

BUREAU OF PURCHASES

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr
Purchasing Agent

Fiscal Year 2019/2020

February 14, 2019

NOTICE OF AWARD

200 Orange Street Rm 301
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

First Student, Inc.		Contract Name:	NHPS Special Ed and Out of Town Busing
140 Middletown Avenue		Contract #	21548
New Haven, CT 06513		Date Advertised:	April 8, 2018
Contractor Contact	Paul Demaio	Date Opened:	May 3, 2018
Telephone #:	203-772-0626		
Project Number:		Contract Value:	\$6,783,555.60
Vendor Number:	28268	Contract Term:	July 1, 2019--June 30, 2023

X	Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:			
	1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
	2.	Written signature of authorized agent	5.	Written signature of the witnesses
	3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement
	Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.			
	Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.			
X	Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.			
	Performance Bond(s) - 2 signed originals are required, Complete as follows:			
	1.	Full business name of bidder.	6.	Seal of Surety Company.
	2.	Name of Surety Company.	7.	Written signature of witnesses.
	3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
	4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
	5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

Contract Renewal – All terms and conditions of original contract apply				
	State Wage	x	Livable Wage	
	Federal Wage		No Wage	



CITY OF NEW HAVEN

BUREAU OF PURCHASES

CONTRACT # **21548**
PROJECT NAME : NHPS Special Ed and Out of Town Busing
BID OPENING DATE: May 3, 2018
DATE AWARDED: May 30, 2018
VENDOR NAME: First Student, Inc.

200 ORANGE STREET
NEW HAVEN, CONNECTICUT 06510
TELEPHONE (203) 946-8201
FAX (203) 946-8206

AGREEMENT

THIS AGREEMENT made this 21 day of June, 2019 is by and between First Student, Inc. (hereinafter referred to as the "Contractor"), and the City of New Haven (hereinafter also referred to as the "City").

WITNESSETH, that the Contractor and the City of New Haven for up to Six Million, Seven Hundred Eighty Three Thousand Five Hundred and Fifty Five Dollars and Sixty Cents (\$6,783,555.60) and considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all service, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: NHPS Special Ed and Out of Town Busing, for the Department of Education of the City of New Haven, CT in accordance with Bid Documents dated April 8, 2018; your bid submittal dated May 3, 2018 and the attached schedule of award, in strict accordance with the Contract Documents as set forth below in Article 3, all as prepared by the City of New Haven.

ARTICLE 2. The Contract Price. The City of New Haven will pay the Contractor the amount stated above for the performance of the Contract in accordance with the Calculation Sheet and subject to any additions or deductions as may be authorized in the Bid Specifications.

ARTICLE 3. Contractor Representations and Contract Documents. Contractor represents it has the ability to perform the services required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances. Contractor acknowledges that it has previously provided the City with Bid Documents in response to the City's solicitation noted above as "PROJECT NAME," and hereby restates and reaffirms the representations made in the Bid Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and / or the "Agreement":

- A. Bid Documents
- B. Bid Submission
- C. Addendum
- D. General and Special Conditions
- E. Insurance Rider
- F. Bid Tabulation Sheet
- G. Labor, Performance and Material Bonds (included herewith if applicable)

ARTICLE 4. Insurance. The attached Rider is hereby fully incorporated by reference herein.

ARTICLE 5. Wages. Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rate of pay set forth in the Bid Documents is the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

ARTICLE 6. Non Arrearage. The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract or other obligation.

ARTICLE 7. Equal Employment Opportunity. The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Bid Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment. including an Affirmative Action Agreement.

ARTICLE 8. Assignment of Agreement. The Contractor shall not assign all or any part of the Agreement without the express written consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its 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.

ARTICLE 9. Commencement of Work. The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

ARTICLE 10. Contractor's Status. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.

ARTICLE 11. Examination of Plans, Specifications, and Work Sites. The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for additional labor or materials due to discrepancies.

ARTICLE 12. Construction - Investigation of Subsurface Conditions. Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any preliminary investigations; the sufficiency or accuracy of the interpretation of the results of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.

ARTICLE 13. Contractor's Guarantee. Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and

attorney's fees. In any situation determined to be an emergency by the City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

ARTICLE 14 – 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE 15 – Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

ARTICLE 16 – Contract Termination.

1601. Termination of Agreement for Cause. If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: the non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than fifteen (15) business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property. 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 Agreement 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.

1602. Termination for Convenience of the City. Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon Ninety days (90) written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

ARTICLE 17. Additional Terms and Conditions.

1701. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

1702. The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

1703. The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

1704. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

1705. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

1706. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

1707. The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement. During the term of this Agreement, the parties shall work collaboratively (1) to produce savings by using energy efficient buses during the term of this Agreement, including joint efforts to seek grant funding from the Volkswagen Mitigation Trust Fund to offset costs of energy efficient buses; (2) to identify a City-owned property for vehicle parking and maintenance; and (3) to seek cost efficiencies and savings/avoidance through data analysis, industry trends and efficiency reviews.

1708. References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

1709. The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.

1710. The City reserves the right to audit the Contractor's books of account in relation to this Agreement at any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. 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 Agreement, including, but not limited to, payroll records, bank statements, and cancelled checks.

1710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as as termination and default) 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 or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.

1711. Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company addressed stated therein.

1712. Notices to the City and Invoices for completed work should be directed to:

Project Manager	Fred Till
Department	Board of Education
Mail Invoices to:	54 Meadow Street, New Haven, CT 06519
Invoice Payment Inquiries :	203-946-8418

1713. Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

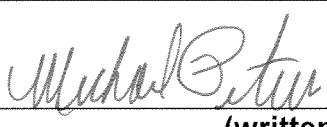
1714. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.

1715. Billing/Invoicing/Contract Value - The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor: (A) failed to provide notice to the City as described

herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value.

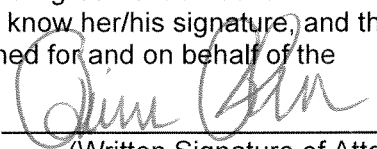
THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, form the Contract Documents between the parties.

IN WITNESS WHEREOF, the parties have executed TWO (2) counterparts of this Agreement as of the day and year first above written.

		Contractor:
		First Student, Inc.
Witness:	<i>Stephanie Curry</i>	 (written signature) Michael L. Petrucci (title of person signing above) Secretary
Witness:	<i>Kathleen Mohrny</i>	


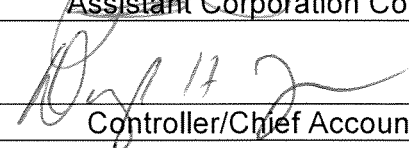


CERTIFICATE OF CORPORATE PRINCIPAL

I, Brian Decham, certify that I am the Assistant Secretary of the Corporation named as Contractor in this Agreement; that Michael Petrucci who signed the Agreement on behalf of the Contractor is the Secretary of said Corporation; that I know her/his signature, and that her/his signature thereto is genuine; and that this Agreement was duly signed for and on behalf of the Corporation by authority of its governing body.


 (Written Signature of Attester)

Affix Corporate Seal
Assistant Secretary
 (Title)

CITY OF NEW HAVEN

Recommendation of Award of Contract:		 Purchasing Agent
Approved as to Form and Correctness:		 Assistant Corporation Counsel
The funds are available for this Agreement:		 Controller/Chief Accountant
ATTEST:		 Mayor City of New Haven New Haven, CT 06510
ATTEST:		

BID SPECIFICATIONS

Bus Transportation

I. INTENT

The New Haven Board of Education is accepting bids for student transportation for Type I and Type II buses and lift vehicles and a passenger van so as to provide improved transportation services for students, a better utilization of resources and more efficient reporting on student transportation services to the State Department of Education.

A pre-bid conference will be held on Wednesday, April 17, 2018 at 10:00 AM, Bureau of Purchases Conference Room, 3rd floor, 200 Orange Street New Haven, CT. The purpose of this meeting will be to discuss and/or clarify the items in these specifications only. Additional bid data questions after this meeting must be submitted in writing to the Bureau of Purchases and must be received by email, hand delivered or facsimile (203-946-8206) no later than 4:00 p.m. on April 20, 2018. No questions will be accepted after that date. Written responses will be posted under this solicitation heading on the Bureau of Purchases web site: <http://bop.cityofnewhaven.com/PurchasingBureauOnline/>.

Bidders, to be eligible, must have had at least five (5) years of previous contractual experience operating a school bus fleet of similar size or must satisfy this requirement by providing proof of previous school transportation experience, financial stability, and sound management practices.

The submission of a bid shall serve as conclusive evidence that the bidder has satisfied himself as to all requirements outlined in the bid specifications and to all conditions serving to control the execution of any Contract which may ensue.

II. LENGTH OF CONTRACT

All bids shall provide for four years of service from July 1, 2019 through June 30, 2023, with two one year optional years, which optional years shall be mutually agreed to by the parties. The service is for Type II school buses, Type II wheel chair vehicles or 9 passenger vans. This contract award must be approved by both the Board of Education and the Board of Aldermen.

III. THE SCHOOL YEAR

The Contract will apply to all days when school is in session between July 1 and June 30 of any given year. The minimum number of school days in any normal school year will be 180. The base bid will reflect 180 days of school operation with provision for the daily rate in order to compute cost when the actual operation of schools may be more or less than 180 days.

IV. SECURITY OF PERFORMANCE AND TERMINATION

A. The Contractor shall furnish at its own expense the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract to guarantee the faithful performance of this Agreement; provided, however, that if the Board waives this performance bond requirement, Contractor shall credit the cost of such bond, spread equally on Contractors Monthly invoices during each of the school year in which the requirement is waived. City shall notify Contractor no later than March 30 of any required bonds for the upcoming contract year. In the event that City requires a bond, the parties shall agree on revised pricing for the Contract year in which the bond is required to cover costs associated with the required bond. If required, such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. Proof of bond ability must be submitted with the proposal.

B. If, at any time, the Contractor is not, in the opinion of the Board, satisfactorily fulfilling the conditions and obligations of the Contract, the Board will issue a written warning by Certified Mail. If the condition or deficiency is not remedied within five (5) working days, the Board may terminate the Contract by giving ten (10) days' written notice to the Contractor and employ another contractor. The surety shall be held responsible for any extra or added expense, loss or damage suffered by the City of New Haven and/or Board in security replacement performance of the Contract. Notwithstanding the foregoing, any serious breach of contract, including but not limited to failure to maintain the required workers compensation or liability insurance limits, or to maintain the performance bond required herein, may result in immediate contract termination at the option of the Board, and forfeiture of the performance bond.

C. In addition to any other rights the Board may have under this Contract or otherwise, the Board shall have the right to declare the Contractor in default if:

1. Contractor becomes insolvent;
2. Contractor makes an assignment for the benefit of creditors;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
4. Contractor shall abandon the work;
5. Contractor shall refuse to proceed with the work when and as directed by the Board;
6. Contractor shall subcontract, assign, transfer, convey or otherwise dispose of this Contract, or its rights or liabilities hereunder, other than as herein specified;
7. A receiver or receivers are appointed to take charge of the property or affairs of the Contractor;
8. Any laws applicable to the performance of this Contract have been violated by the Contractor or its agents, servants or employees;
9. Any vehicles provided by the Contractor are not kept in as new mechanical condition as determined by the State of Connecticut Department of Motor Vehicles or another qualified inspector.
10. Any other breach of Contract.

V. INSURANCE-See attached Rider A

VI. ESTIMATED EQUIPMENT REQUIREMENTS

The following proposed contract specifications are based on the existing transportation needs of the New Haven public schools, out of district special education students..

Approximately 2 Type II part-time Lift Vehicles (6 hours) with wheel chair capacity of 3

Approximately 15 part-time 7-seat Passenger Vehicle(6 hours) to accommodate children in wheelchairs and meet other needs as determined by the Board.

Approximately 1Type II Buses (6 hours) with a minimum carrying capacity of 19 secondary students.

ALL VEHICLES FOR THIS CONTRACT MUST BE AIR CONDITIONED

Additional part-time vehicles may be required during the school year. The Contractor will supply these vehicles at no more than the same rate for vehicles in that category.

The number of vehicles and category are subject to change during the school year and will be determined by the Board.

VII. EQUIPMENT

All vehicles must be located within a fifteen mile radius of 165 Church Street, New Haven, CT. 06510. Supporting documentation for vehicle age, registration and garage location shall be provided to the Board of Education by July 1 of each year, for the applicable contract year.

All school vehicles are currently required by City ordinance (Sece.29-16) to be no more than 7 years old; bid prices must reflect this requirement. Therefore, no vehicle shall be more than seven (7) model years old during any year of the Contract, provided, however, that the parties acknowledge that for the Board to receive the savings set forth below, it is necessary for the fleet configuration to include vehicles that are more than 7 years old at some point during the term of this Contract.

For the 2019-2020 school year, Contractor shall bring in one hundred and twenty-five (125) new vehicles which shall result in \$125,000 savings for the Board and shall be credited equally on Contractor's monthly invoices during the 2019-2020 school year.

For the 2020-2021 school year, Contractor shall bring in eighty-five (85) new vehicles.

All vehicles used by the Contractor in the performance of the services required in this Contract shall comply with all current 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.

All vehicles must meet all Federal and Connecticut statutes for Type I school buses with a minimum capacity of 66 secondary students and Type II school buses with a minimum capacity of 19 secondary students.

All vehicles can be either diesel or gasoline powered.

All vehicles used by the Contractor in the performance of the services required in this Contract shall comply with all current 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.

All vehicles must meet all Federal and Connecticut statutes for Type I school buses with a minimum capacity of 66 secondary students and Type II school buses with a minimum capacity of 19 secondary students.

All vehicles shall be diesel engine powered.

SEAT BELTS — All Type II vehicles shall be equipped with seat belts where applicable.

SOS LIGHTS — All vehicles will be equipped with an 8-light stop on safety system.

STOP ARM — Octagonal in shape, with two flashing red lights that operate automatically with separate vacuum tank, when door is opened. Arm to be mounted on left side of bus at the front.

BACK-UP ALARM — Reverse Direction Alarm to meet current OSHA specifications.

EMERGENCY "PUSH OUT" WINDOWS - If available

COMMUNICATIONS EQUIPMENT — To be installed in all vehicles including spares. If any vehicle is not equipped with the following, the Contractor shall pay a penalty of one hundred dollars (\$150.00) per occurrence: two-way radio system, cellular phones if the vehicle is beyond two-way radio range, and Nextel® phones on the same network with New Haven Public Schools for direct contact between the Board and the Contractor's management personnel. A direct, dedicated phone line for exclusive use by the Board of Education

will be available (this does not include a telephone answering service, switchboard or multi-phone answering system) from 5:30 a.m. until 6:30 p.m. The preceding will also be available when evening and/or weekend bus trips are operating for the school system. Two dedicated fax lines will also be maintained by the Contractor, with the facsimile machines located in the office available to receive changes and correspondence and in the routing office. The fax machines are to be on phone lines independent of the telephone line to the company so that they are always available for use.

SECURITY CAMERAS — All vehicles shall be equipped with a security camera that can produce a videotape of the driver and occupants of the bus. The tape shall also make an audio record during the entire time the video picture is being recorded. Tapes will be identified, unedited and kept on file for a maximum of Ten Days. Tapes will be made available to school personnel immediately upon request.

Contractor shall provide a video surveillance system for use on the school buses provided under this Agreement. Each bus shall have a box constructed as required for safe use, wired with the capacity to contain a video camera. Contractor shall retain ownership of the video monitoring equipment and will be responsible for supplying all video tape, repair and replacement of the equipment. In addition, Contractor and Board will develop and update as necessary guidelines and procedures for handling, reviewing and disclosure of video tapes and the information they may contain.

Board shall be responsible for, and hold the Contractor harmless from any liability arising from or in connection with audio recording on buses. Any vehicle that records audio on a bus under this Agreement shall post a notice indicating that the bus is recording audio. Within 30 days of this Agreement, the Board and Contractor will also establish reasonable procedures for the review and maintenance of recordings.

OTHER REQUIREMENTS

All vehicles shall be equipped with a mirror on the front of the vehicle so that the driver, while seated, can observe children walking in front of the bus.

Each vehicle will prominently display the Contractor's name. Each vehicle shall be numbered. . These numbers will be prominently displayed on two sides, front and rear of the vehicle.

All Vehicles must be equipped with GPS

The buses shall be maintained in as new repair and working order and in clean and sanitary condition and shall be adequately heated and shall have sufficient power to operate in accordance with the schedule of the Board of Education under reasonably foreseeable circumstances. The operator shall inspect the bus each morning to determine that the brakes, horn, tires, steering apparatus, emergency doors, stoplights, and other equipment are in good operating condition. Also, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the passenger compartment. All vehicles must be equipped with fire extinguishers. Tires on all vehicles shall meet State of Connecticut Department of Motor Vehicles requirements, and the MINIMUM tread allowed shall be 3/32 OF AN INCH at the lowest point. No retread tires will be used on the front wheels of any contract vehicle.

Two inspections are to be conducted by inspectors from the State of Connecticut Department of Motor Vehicles.

Representatives of the Board shall be notified and shall have the right to be present when the State of Connecticut Department of Motor Vehicles is conducting an inspection and shall also have the right to conduct its own inspections at any time it is deemed necessary.

Reports of each inspection shall be filed with the Superintendent of Schools or designee, within seven (7) days of completed inspection.

The above records will constitute a specific statement concerning the mechanical condition of each individual bus and shall be on a form approved by the Board of Education.

The Board of Education, or its agent, may, on written notice, require the Contractor to discontinue the use of any bus which it judges to be hazardous, mechanically defective or subject to breakdowns or delays. In

the event that the discontinuance of any bus shall be ordered, the Contractor shall forthwith replace said bus with another bus that is capable of fulfilling the requirements of the Contract and the schedule.

No vehicle shall be fueled while children are on board.

Prior to August 15th of each year, the Contractor shall submit a complete list of all vehicles to be used during the year to the Superintendent of Schools or designee. The list shall include:

- a) Name of manufacturer
- b) Date of manufacture
- c) Serial number
- d) Pupil capacity
- e) Identification and registration number

VIII. PERSONNEL

A. CENTRAL OPERATIONS STAFF

The Contractor shall provide a list of central operations staff to the Board by July 1 of each contract year. Any changes made in the list are to be with the consent of the Board.

B. VEHICLE OPERATORS

The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.

The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.

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.

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.

Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.

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.

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.

Drivers shall not leave a bus unattended at any time when children are on board.

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 who are being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.

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.

Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a vehicle with school children on board.

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

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

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

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

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.

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 for.

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.

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.

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 (1) time 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. FLEET MAINTENANCE STAFF

It is the Contractor's responsibility to maintain the fleet of vehicles so they are operational and to staff said maintenance in accordance with State requirements and at the Contractor's sole cost.

IX. DRIVER TRAINING

The Contractor shall be solely responsible for the proper training and qualification of vehicle drivers. The Contractor shall institute and maintain a continuing program of driver and safety instruction. The driver training shall be in accordance with the program established by the State of Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the State of Connecticut Department of Motor Vehicles. The Contractor shall keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers.

Drivers will be required to attend a MINIMUM of one (1) training session/workshop per month as provided by the Contractor.

Drivers of vehicles transporting special needs students shall be given additional appropriate training in excess of the minimum required for other drivers. This training shall be provided in cooperation with the school system pupil personnel staff.

X. SAFETY DRILLS

The Contractor shall provide all necessary equipment, personnel and assistance in carrying out the school system's bus safety drill program. A MINIMUM of two (2) bus safety drills will be held each year.

XI. SPARE EQUIPMENT AND PERSONNEL

The Contractor shall, at all times during the period of this Contract, provide a sufficient number of spare drivers and spare buses equipped as previously specified, to be used in the event of any accidents, breakdowns, delays, emergencies, etc. There will be a MINIMUM of one (1) spare bus for every ten-(10) buses.

The cost of the spare buses, the spare drivers, the dedicated telephone, the dedicated faxes, and the full-time manager and staff shall be absorbed by the Contractor, who shall be paid only at the proposed price per bus for the number of buses actually in operation.

XII. BUS ROUTES, STOPS AND SCHEDULES

This Contract is configured to a three-tier, morning and afternoon operation, i.e. vehicles operate three trips at different times over different routes each morning and afternoon. Under normal circumstances, no student will be on a route in excess of forty (40) minutes. The number of routes will be determined by this policy as well as by the number of students on the vehicle.

The bus routes, stops and bus and pupil pick-up schedules shall be for those schools and pupils determined by the Board of Education to be serviced, including non-public, vocational and charter schools. The Board of Education reserves the exclusive right to determine, change, alter and control the routings, school times, pupil pick-up schedules, and the number of buses it may require to perform school transportation. Routes may include the picking up or dropping off of Bus Aides and Monitors assigned by the Board of Education to monitor pupil transportation.

Changes in bus routes and the time schedules will take place only upon approval provided through the Office of the Superintendent of Schools or designee.

The Contractor shall be aware that at times schools will operate on a reduced time schedule and shall, therefore, be prepared to provide for such deviations.

Early dismissal days shall be considered a full day and no extra charges will be incurred to accommodate the early dismissal schedule.

Changes in routes and stops and schedules may be put into effect daily, including the month of September, when changes will be effected as needed.

Meetings regarding scheduling between the Contractor and the Department of Education shall be scheduled at least once per week and/or as needed.

It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.

The Contractor shall insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustment will report same to the bus supervisors who will take the matter up with proper school officials. Changes in bus and time schedules will take place only when properly authorized through the Office of the Superintendent of Schools or designee. Lack of compliance with this clause shall be considered failure to perform satisfactorily and may be used as cause for invoking the failure to operate clause of this Contract.

The Contractor shall work with the Office of the Superintendent of Schools in working out all bus routes and time schedules. This work shall be completed not later than fifteen (15) working days prior to the opening of school in of any contract year. All bus routes and time schedules shall be subject to review and approval of the Department of Education.

The Contractor must have the ability to electronically communicate with the Gateway Center and the Power school student information system to download daily changes and update bus stops within twenty-four (24) hours.

The Contractor will be responsible for via routes and instructions to drivers including "Dry" runs before implementing a new route.

Once the contract is awarded, but no later than April 1 of the award year, the Contractor will begin working with the Board of Education to design a bus stop, routing and schedule plan that meets the needs of the Board.

XIII. ACCIDENTS AND DELAYS

Drivers shall report accidents promptly to their supervisor. The supervisor, in turn, shall immediately inform the Superintendent of Schools and Transportation Department and the school the route is attending. The Contractor shall submit a detailed written report of each accident within 24 hours of the accident. A copy of the police report shall be submitted within 72 hours after the accident. The Contractor shall also submit to the Transportation Department a report on any accident involving a school vehicle, with the absence of children in transport while in the performance of this Contract, within 48 hours of the accident.

The Contractor shall notify the Transportation Department of any delay of 10 minutes or more in a bus schedule. The Contractor shall work with the Transportation Department, if necessary, in notifying schools of such delays.

XIV. RESPONSIBILITY FOR PUPILS AND DISCIPLINE

The Contractor shall be fully responsible for the care and supervision of pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school bus and shall be deemed to have ended when the pupil has completed alighting from the bus.

School authorities are anxious to cooperate with vehicle operators in maintaining proper conduct of the passengers. A verbal report by vehicle operators on any disturbance or irregularities should be radioed to the driver's supervisor, who in turn shall immediately inform the Transportation Department and the principal of the school involved. The Contractor shall forward a copy of the written report to the school involved within 24 hours.

Drivers will remain at the wheel at all times while children are loading or unloading and shall not leave the bus while the motor is running. Under no circumstances may the driver leave the vicinity of the bus with pupils aboard.

The driver is in full charge of the vehicle during its operation.

The driver is responsible to see that all children are seated and remain seated while the bus is in operation.

The driver is responsible for the maintenance of proper behavior on the part of all children riding a bus. A standard code of conduct will be prepared and issued to all concerned, i.e., driver, children, parents and school personnel.

Bus drivers do not have authority to refuse any child who is eligible for transportation, the right to ride, nor do they have the authority to put a student off a bus.

It is the responsibility of the driver to assure that all Kg and first grade students are met at their bus stop by and authorized adult. The bus company will provide paper bracelets for the students to wear in order to identify them as students that must be met

Matters that may necessitate a withdrawal of riding privileges will be reported to the school principal. A form for such reporting shall be required and completed in accordance with Board requirements.

The Contractor shall assume full responsibility for all repairs to buses caused by vandalism. The Board of Education shall cooperate with the Contractor to eliminate vandalism of buses by students. Action will be taken by the Board against parents of students to pay for damages if a student can be identified.

XV. BUS AIDES AND MONITORS

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.

Bus aides and monitors 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 and monitors 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.

Should bus aides or monitors be provided either by New Haven Public Schools or the Contractor, the Contractor will return the monitor to the assigned school or designated drop-off point as part of the bus route? The Contractor will cooperate with and assist the bus aides or monitors in carrying out their duties.

XVI. LIQUIDATED DAMAGES AND FAILURE OF OPERATION

The parties agree that the provision of school transportation services is a high-visibility, highly sensitive program that seriously impacts public perception of New Haven Public Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which New Haven Public Schools may suffer as a result of poor service. Therefore, the parties agree that failure by the Contractor to provide services as outlined herein, during the term of this Contract, will result in the New Haven Board of Education assessing against the Contractor as liquidated damages and not by way of penalty the schedule of damages set forth below; provided, however, that the Board must notify the Contractor in writing within forty-eight (48) hours of an incident of its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. The Board must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular event. Additionally, in the event Contractor agrees to any increase or decrease in service levels, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet Board requirements.

1. Vehicles and Drivers: If the Contractor does not provide the required number of vehicles or drivers for any part of this Contract, a \$500.00 deduction per vehicle or driver, per day, shall be deducted from the invoice payment to the Contractor for services.

2. Service Interruption: A route which is completed more than 15 minutes before or behind schedule shall be considered a failure to operate satisfactorily and a deduction of \$150.00 shall be made for each incident, each day.

In the event that service is interrupted on any regular school route for any reason, the Contractor must use a comparable vehicle (spare) in order to complete the contracted service. Any vehicle used to cover interrupted service must be able to reach the point of breakdown within 20 minutes (in City) or 30 minutes (out of City) of notification by driver. The Contractor must notify the school involved and the New Haven Public Schools Transportation Department immediately. Failure to comply with this paragraph will result in an invoice deduction of \$150.00 per incident.

3. Force Majeure: No deduction shall be made in the event of delays or nonperformance due to any act of God, civil disturbance, fire, riot, war, terrorism, strike, governmental action or any other condition or cause beyond Contractor's control.

4. Failure to Follow Route: If the Contractor fails to follow the vehicle route as designated by New Haven Public Schools, this will result in an invoice deduction of \$150.00 per incident.

5. Accident Reports: If the Contractor fails to provide accident reports as required, it shall be considered failure to perform satisfactorily and a deduction of \$500.00 per incident/per day shall be taken from the invoice payment to the Contractor.

6. Pick-Up and Drop-Off Point: If the Contractor fails to provide transportation to the designated pick-up and drop-off point as required, it will be considered failure to perform satisfactorily and a deduction of \$150.00 per incident shall be taken from the invoice payment to the Contractor.

7. Performance Bond: Failure to provide a performance bond pursuant to the provisions of this Contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to the Contractor.

8. Insurance: Failure to provide an insurance certificate pursuant to the provisions of this Contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to the Contractor.

9. Monitors: The Contractor's failure to allow a monitor or bus aide to ride the vehicle or provide transportation to the designated drop-off point as required will be considered failure to perform satisfactorily and a deduction of \$150.00 per incident shall be taken from the invoice payment to the Contractor.

10. Late Reports: Failure to provide any of the reports or the certificate of insurance required under this Contract shall result in a deduction of \$500.00 for every calendar day late from the due date.

11. Application of Liquidated Damages: The Contractor may have liquidated damages applied in succession. For example, if a driver starts a route fifteen (15) minutes before schedule a deduction of \$150.00 will be taken; if the driver also changes the order of the route or forgets to pick up at a designated stop on the same route an additional \$150.00 deduction will be taken.

12. If the contractor fails to have a working camera on a bus a deduction of \$150.00 will be taken.

B. FAILURE OF OPERATION

When the Contractor fails to operate any route or any portion of any route because of failure of equipment or personnel, the amount of payment appropriate for said route or part of said route shall be deducted from the daily rate for the vehicle or vehicles involved.

A ten (10)-fifteen (15) minute "window" will be built into the schedule. For example, buses will be scheduled to arrive no later than 10 minutes before the start of each school. Buses will be expected to be at the school for the scheduled dismissal. However, a 15 minute window" will be allowed after dismissal of 2nd and 3rd run schools.

If the Board, its employees, or agents, determine a route to be habitually more than fifteen (15) minutes before or behind schedule, it shall be considered a failure to operate satisfactorily and a fine will be imposed for the vehicle or vehicles involved.

This section shall not be invoked when weather conditions or circumstances exist over which the Contractor or driver has no control. Before a penalty is imposed, the Board of Education and Contractor will have at least one meeting to remedy or assess the penalty.

In addition to regular vehicle routes and service, field and athletic trips are considered part of the day-to-day operations and provisions of this Contract pertaining to regular vehicle routes and service also apply to field and athletic trips.

Penalties will be deducted from the monthly invoice and will range from a minimum amount of \$ 150.00 to a maximum amount of \$500.00 for each occurrence, as determined by the Review Board, which meets bi-weekly.

Each succeeding year of the Contract will be contingent upon the Board's satisfactory evaluation of the Contractor's prior year's performance. The Board shall consider the following in its evaluation of the Contractor's performance.

1. Quality of drivers — safe driving habits, use of safety equipment, and cooperation in reporting misbehavior problems.
2. On time arrivals.
3. Conditions of vehicles.
4. Breakdowns.
5. Promptness in making repairs.
6. Effective preventive maintenance program.
7. Proper and effective routes and scheduling.

These factors are not exclusive and the Board may consider such other factors that in its opinion affect the Contractor's performance. If the Board determines that the Contractor's performance has not been satisfactory, it shall give written notice of the cancellation of the Contract on or before July 1.

Notwithstanding the provisions in the previous paragraph, the Board retains the right to terminate this Contract at any time in the event of prolonged interruption of service by Contractor or if, in the opinion of the Board, the welfare and safety of New Haven school children would be jeopardized by continuation of the Contract.

XVII. FUEL

The Contractor is responsible for cost of fuel; the Board of Education will be billed and deduct the amount from the monthly invoices.

The Contractor shall keep appropriate and make available records to determine gallon usage.

The Contractor will be responsible for providing and maintaining fuel storage facilities and related pump equipment at its terminal.

XVIII. PAYMENTS AND COMPENSATIONS

The Contractor's compensation for the performance of the obligations hereunder shall be based on the number and types of buses furnished by the Contractor at the per diem rate per bus as set forth in the Contractor's proposal.

In the event of unusual circumstances, such as changes in local, state or federal taxes, laws or specifications (to include but not be limited to any requirements that seat belts be installed in vehicles), increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine

a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in this Contract shall be adjusted to reflect such increase. Should the parties fail to reach agreement on an adjusted rate, either party may terminate this agreement upon sixty (60) days advance notice to the other party. It is specifically understood that no other payments shall be made to the Contractor, who shall furnish all of the drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and services required, including the spare buses and drivers, the full-time manager and staff and other services necessary for the proper performance of the Contractor's duties. It also is specifically understood that all tolls, parking fees and bus expenses required in the performance of this Contract shall be borne by the Contractor.

Acceptance by the Contractor of such monthly payment shall release the Board of Education and the City of New Haven from all claims and all liability to the Contractor in connection with this Contract arising during the period for which the payment is made, but no payment shall operate to release the Contractor, sureties, or insurers from any obligations under contract or the performance bond or any insurance policies issued in connection with the Contract.

XIX. REPORTS AND INFORMATION

The Contractor shall provide all necessary information and assist the Transportation Department if necessary in the preparation of reports which may be required by Federal, State and Local laws in addition to school administration requests, with specific emphasis on the State Department of Education's EDOO1 form.

XX. APPLICABLE STATE STATUTES

In the event the applicable state statute or statutes, which require the City to provide school bus service, are amended, modified, rescinded, reserved or declared unconstitutional by the Courts so that the City is no longer required and/or permitted by law to provide certain types of school bus service, then this Contract may be amended to comply with said changes.

XXI. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with the laws, rules, regulations and policies of the Federal, State and Local governments as they may be amended from time to time, including those of the City of New Haven and the Board. In the event that the aforesaid laws, rules, regulations and policies are modified, amended or adopted requiring additional expenditures to ensure compliance, the Board and the Contractor shall conduct good faith negotiations to allocate the additional expenditures in an equitable manner.

XXII. INDEMNIFICATION

The Contractor agrees to release, defend, hold harmless and indemnify the City of New Haven and the Board of Education, its agents and its employees for the negligence, gross negligence, failure to act and/or willful acts of the Contractor or any of its subcontractors arising out of the performance of its services under this Contract. The Contractor agrees to release, defend, hold harmless and indemnify the City of New Haven and the Board of Education, its agents and its employees from the Contractor's or subcontractors' failure to comply with applicable laws and regulations of the United States of America, the State of Connecticut, the City of New Haven, or their respective agencies.

This indemnification shall not be affected by other portions of this Contract relating to insurance requirements. This indemnification shall not apply to any claim or demand that arises from or is caused by the negligence or willful misconduct of the City, the Board of Education, its agents or employees, student-upon-student violence, routing, or Contractor's good faith adherence to City's policies, procedures and directives.

XXIII. CONDITIONS OF ACCEPTANCE AND AWARD OF CONTRACT

The Contract Award will be made based upon but not limited to the following considerations:
Cumulative Cost of Total Contract

- Personnel
- Safety Record
- Qualifications Statement
- Financial Statement
- References
- Statements of Assurance
 - ~ From the Contractor that the equipment provisions in Sections VI and VII of this document will be complied with by the effective date of the Contract
 - ~ From the Contractor that the vehicle registration, taxation and garaging provisions in Section VII of this document will be complied with by the effective date of the Contract
 - ~ From the Contractor's insurer that the Contractor will be able to obtain the insurance as required in Section V of this document

The successful Contractor will, within fifteen (15) days after written notice of acceptance, enter into a written contract with the Board of Education, in a form satisfactory to the Board, and will file within fifteen (15) days after written notice the policy of insurance and the surety bonds required.

XXIV. SPECIFICATIONS PART OF CONTRACT

It is understood that specifications contained herein will be made a part of any Contract that may be entered into by and between the Board of Education, the City of New Haven and the successful Contractor.

XXV. SPECIALIZED NEEDS

The Board reserves the right to assign some of its specialized transportation needs, on a limited scale, to outside vendors. It is recognized that the majority of transportation shall be the obligation of the Contractor. However, the Board may, for logistical and/or financial reasons, see fit to assign some of its transportation requirements to another vendor.

Schedule of Award

NHPS Special Ed and Out of Town Busing						
Contract Number #				21548		
Contractor				First Student, Inc.		
Contractor Contact				Paul Demaio		
Telephone				203-772-0626		
1	Type II lift- wheel chair capacity of 3 for 6hrs	2	daily	\$522.4800		\$1,044.96
2	7Passenger Van /6 hrs /	15	daily	\$496.7300		\$7,450.95
3	Type II Lift Vehicle /6hrs /	1	daily	\$512.1800		\$512.18
	Total 2019-2020					\$9,008.09
4	Type II lift- wheel chair capacity of 3 for 6hrs	2	daily	\$538.1500		\$1,076.30
5	7Passenger Van /6 hrs /	15	daily	\$511.6300		\$7,674.45
6	Type II Lift Vehicle /6hrs /	1	daily	\$527.5500		\$527.55
	Total 2020-2021					\$9,278.30
7	Type II lift- wheel chair capacity of 3 for 6hrs	2	daily	\$554.2900		\$1,108.58
8	7Passenger Van /6 hrs /	15	daily	\$526.9800		\$7,904.70
9	Type II Lift Vehicle /6hrs /	1	daily	\$543.3800		\$543.38
	Total 2021-2022					\$9,556.66
10	Type II lift- wheel chair capacity of 3 for 6hrs	2	daily	\$570.9200		\$1,141.84
11	7Passenger Van /6 hrs /	15	daily	\$542.7900		\$8,141.85
12	Type II Lift Vehicle /6hrs /	1	daily	\$559.6800		\$559.68
	Total 2022-2023					\$9,843.37
	OPT 1					
13	Type II lift- wheel chair capacity of 3 for 6hrs	2	daily	\$588.0500		\$1,176.10
14	7Passenger Van /6 hrs /	15	daily	\$559.0700		\$8,386.05
15	Type II Lift Vehicle /6hrs /	1	daily	\$576.4700		\$576.47
	Total Excluded					\$10,138.62
	Opt 2					
16	Type II lift- wheel chair capacity of 3 for 6hrs	2	daily	\$605.6900		\$1,211.38
17	7Passenger Van /6 hrs /	15	daily	\$575.8400		\$8,637.60
18	Type II Lift Vehicle /6hrs /	1	daily	\$593.7600		\$593.76
	Total Excluded					\$10,442.74

FY 2019/2020	\$1,621,456.20
FY 2020/2021	\$1,670,094.00
FY 2021/2022	\$1,720,198.80
FY 2022/2023	\$1,771,806.60

TOTAL CONTRACT AWARD IS UP TO \$6,783,555.60



**CITY OF NEW
HAVEN**
BUREAU OF PURCHASES

Toni Harp
Mayor

Michael V. Fumiatti
Purchasing Agent

200 ORANGE STREET
ROOM 401
NEW HAVEN, CONNECTICUT 06510
Tel. (203) 946-8201 - Fax. (203) 946-8206

Contractor: First Student, Inc.
Contract Name: NHPS Special Ed and Out of Town Busing
Contract Number: 21548

This is to certify that the originals of the attached copies are on file with the Bureau of Purchases:

- Bid Documents
- When applicable, any addendum
- When applicable, original year contract documents, including bid.

Michael V. Fumiatti, Sr.
Signature

February 14, 2019
Date

RIDER A - Agreement for Professional and/or Technical Services, Commodities and Service Contract (non-Architect)

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

INSURANCE

A. The Contractor shall maintain in force a policy of insurance covering all vehicles owned and maintained, or used, by the Contractor. The policy shall name as certificate holder, the City of New Haven and the Board, and as additional insured the Board of Education and agents and employees of the City of New Haven. Coverage shall include liability for bodily injury and property damage resulting from the ownership, maintenance, or use of any such vehicle by the Contractor, its agents or employees. The minimum policy limits shall read:

1. For the section titled **GENERAL LIABILITY** — commercial general liability \$10,000,000 per occurrence, for General Aggregate, **\$10,000,000**; for Products-Completed Operation Aggregate, **\$10,000,000**; for Personal and Advertising Injury, **\$10,000,000**; for Each Occurrence, **\$10,000,000**; for Fire Damage, \$100,000; for Medical Expense per person, **\$100,000**.
2. For the section titled **AUTOMOBILE LIABILITY** — any auto, for Combined Single Limit, **\$10,000,000**.
3. For the section titled **UMBRELLA LIABILITY** — umbrella form (follow form general liability, automobile liability and employer's liability), limit of liability \$20,000,000 each occurrence/**\$20,000,000** aggregate.
4. For the section titled **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY** - statutory.
5. With regard to general liability policy, must include personal injury coverage including sexual abuse, sexual harassment, false imprisonment, mental anguish, mental injury, and humiliation.

The transporter must certify that they comply with the Federal and/or State of Connecticut Motor Vehicle Safety Act of 1986 (CMSVA/86) and require commercial motor vehicle drivers to have commercial driver's licenses.

The transporter must certify that all drivers employed under the Contract have submitted to the transporter a certification of physical fitness as well as participation in the Omnibus Transportation Employee Testing Act for prevention of drug and alcohol abuse.

B. The Contractor and all subcontractors shall carry workers' compensation insurance or self-insurance as required above and by the Purchasing Agent and shall certify that they are not in arrears to the State of Connecticut Second Injury Fund.

C. A copy of the policy and the certificate shall be filed by August 31 of each year of the Contract with the Board and each shall also contain the following provisions:

1. An endorsement stating the work description, contract name, contract number, and location;
- 2. An endorsement that the insurance company will give at least sixty (60) days written notice to the City prior to any modification or cancellation of any such insurance coverage; and**
3. The Contractor will be responsible for the payment of all insurance premiums and/or charges.

D. All insurance policies and performance and payment bonds shall be issued by approved companies authorized to do business in the State of Connecticut and shall be in a form satisfactory to the Corporation Counsel and/or Board. All insurance companies shall have a minimum **A.M. Best rating of A- or better**. The Board and Corporation Counsel reserve the right to make direct inquiry to the insurer or surety for information relative to such insurance or bond, and the Contractor shall agree to assist, if necessary, in obtaining such information.

E. The City of New Haven, the Board and its agents and employees shall not be liable for the loss of personal or real property or loss of the use thereof caused by the perils covered by insurance, or caused by perils not covered by insurance.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City's Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker's Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in ception of Workers' Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to

commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.



CITY OF NEW HAVEN

Department of Finance

200 ORANGE STREET

NEW HAVEN, CONNECTICUT 06510

TELEPHONE (203) 946-8300

FAX (203) 946-7244

CONTRACT #

21548

BID TITLE :

NHPS Special Ed and Out of Town
Busing

Paul Demaio
First Student, Inc.
140 Middletown Avenue
New Haven, CT 06513

Dear Mr. Demaio:

The work you are performing for the City of New Haven is considered a "service" under the City's Living Wage Ordinance. The ordinance, passed by the Board of Alderman in April 1997, as part of an initiative to assure that all who work on City contracts made enough money by their labors to rise out of poverty and obtain vital health care for themselves and their families.

In accordance with this goal, you have been awarded the above referenced contract and have agreed to pay a set minimum wage to your employees who participate in said work. In addition, you are required to meet certain other requirements set forth in the Ordinance.

The City of New Haven's current Living Wage is \$17.12 per hour for the fiscal years July 1, 2019 through June 30, 2020.

The enclosed package includes the following:

- A brief description of the City's Living Wage Ordinance.
- Measures you must undertake when hiring individuals to perform this work.
- Information which must be posted at any work sites on City property.
- Wage report forms, which must be based on your payroll ending dates (weekly, biweekly, etc). You may use your own form as long as the required information is included.
- It is your responsibility to retain all the certified payroll for this contract. We will only request them from you if there is a complaint.
- A detailed description of the measures the City may take to assure compliance with this ordinance.

Very truly yours,

Daryl Jones (MVF)

Daryl Jones
Controller

NOTICE TO EMPLOYEES ON THIS SITE

Work performed for the above-cited contract requires you to be compensated at no less than \$17.12 per hour from 7/1/19 through 6/30/20. This is required by the City's Living Wage Ordinance, as enacted by the New Haven Board of Aldermen on April 24, 1997, Article XVII, Section 2-221 to Section 2-240.

The Living Wage Ordinance provides for:

- Non technical, non-trade, non-union (carpenter, plumber, etc.) service workers be provided the wage rate listed above,
- An hourly wage may not be reduced to achieve the stipulated living wage;
- Employees being informed of the appropriate minimum wage they should receive under the ordinance;
- The contractor submits wage reports based on your payroll ending dates (weekly, biweekly, etc.) within one week of the end of payroll of the payroll period to the City of New Haven detailing hourly wage paid to all employees under the above cited contract;
- An employee's right to file a complaint with the City of New Haven regarding an employer's non-compliance with this ordinance;
- Restitution to the employee of wages owed under the ordinance, should review of contractor records reveal non-compliance with the Living Wage Ordinance or should a finding be made in favor of a complaining employee; and
- Fines and penalties in the event an employer remains non-compliant.

If you feel that your employer has not complied with the Living Wage Ordinance, please detach the form below and return it to the City of New Haven, Controller, 200 Orange Street, New Haven, CT 06510.

Living Wage Complaint Form

Job Site:	Contractor
Weeks(s) of Pay Affected:	
Job Title	Job Description
Employee Name (Print):	Employee Phone
Employee Address	Best Time to call
Please Describe Complaint:	
Employee Signature:	Date of Complaint



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	CONTACT NAME: Tanya D. Stephenson PHONE (A/C, No, Ext): 212-994-7085 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: Tanya_Stephenson@ajg.com														
INSURED FIRST STUDENT, INC. 600 Vine St Ste 1400 CINCINNATI OH 45202	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : National Union Fire Insurance Company of Pittsburg</td><td>19445</td></tr><tr><td>INSURER B : New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER C : American Home Assurance Company</td><td>19380</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company of Pittsburg	19445	INSURER B : New Hampshire Insurance Company	23841	INSURER C : American Home Assurance Company	19380	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Union Fire Insurance Company of Pittsburg	19445														
INSURER B : New Hampshire Insurance Company	23841														
INSURER C : American Home Assurance Company	19380														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1688491139**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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse and <input checked="" type="checkbox"/> Molestation Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL 3629890(10MM AGG)	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA1921809(AOS) CA1921810 (MA) CA1921808 (VA)	12/31/2018 12/31/2018 12/31/2018	12/31/2019 12/31/2019 12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC 014649551 (AOS) WC014649558(MN) WC014649548 (CA) WC014649547 (FL) WC014649549(MA WI) WC 014649559 (ME)	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018	12/31/2019 12/31/2019 12/31/2019 12/31/2019 12/31/2019 12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Professional Liability			GL 3629890	12/31/2018	12/31/2019	Per Occ. \$ 1,000,000 Per Agg. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation:
Policy #: WC 014649550 (AK, AZ, IL, NC, NH, NJ, PA, UT, VT)
Policy Term: 12/31/18 to 12/31/19
Carrier Name: NEW HAMPSHIRE INS CO (NAIC #23841)
Limits: E.L. Each Accident / E.L. Disease-Ea Employee / E.L. Disease-Policy Limit - \$5,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The City of New Haven and the Board of Education 200 Orange Street, Room#301 New Haven CT 06510 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

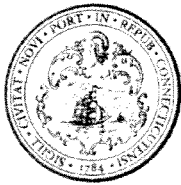
**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED FIRST STUDENT, INC. 600 Vine St Ste 1400 CINCINNATI OH 45202
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

Re: Contract#21548- NHPS Special Education & Out of Town Busing Service
The City of New Haven and the Board of Education, its agents, and employees of the City of New Haven are included as additional insured(blanket endorsement#83644/87950) as respects General and Automobile Liability coverage as evidenced herein on a primary/non-contributory basis as required by written contract with respect to work performed by the named insured. Abuse and Molestation Coverage included under the General Liability policy. First Student, Inc. provides self-administered medical payments coverage (\$10,000). A waiver of subrogation (blanket endorsement) included as required by written contract.

Notice of Cancellation: 30 days written notice/10 days for non-pay



City of New Haven

165 Church Street
New Haven, CT 06510
(203) 946-6483 (phone)
(203) 946-7476 (fax)
cityofnewhaven.com

Master

File Number: LM-2019-0229

File ID: LM-2019-0229

Type: Order

Status: In Committee

Version: 1

Reference:

In Control: City Clerk

File Created: 04/09/2019

File Name:

Final Action: 06/03/2019

Title: ORDER APPROVING A MULTI-YEAR CONTRACT WITH FIRST STUDENT, INC. FOR TRANSPORTATION SERVICES FOR OUT-OF-DISTRICT SPECIAL EDUCATION STUDENTS FOR THE NEW HAVEN BOARD OF EDUCATION.

Notes:

OLS Staff:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Alders	04/15/2019	Referred	Finance Committee			
	Action Text: This Order was Referred to the Finance Committee						
1	Finance Committee	05/09/2019	Favorable Report	Board of Alders			
	Action Text: This Order was Favorable Report to the Board of Alders						
1	Board of Alders	05/20/2019	Noted				
	Action Text: This Order was Noted						
1	Board of Alders	06/03/2019	Passed				
	Action Text: This Order was Passed						

Text of Legislative File LM-2019-0229

ORDER APPROVING A MULTI-YEAR CONTRACT WITH FIRST STUDENT, INC. FOR TRANSPORTATION SERVICES FOR OUT-OF-DISTRICT SPECIAL EDUCATION STUDENTS FOR THE NEW HAVEN BOARD OF EDUCATION.

WHEREAS, in April 2018, the New Haven Board of Education advertised bids for bus transportation services; and

WHEREAS, the New Haven Board of Education at its March 12, 2019 special meeting awarded the contract to First Student, Inc., based on its bids, with the multi-year contract for Out-of-District Bus Transportation Services for Special Education Students for the New Haven Public Schools, subject to approval by the New Haven Board of Alders; and

WHEREAS, the New Haven Board of Alders at a meeting in 2019 approved the multi-year

contract to First Student, Inc., based on its bids, the multi-year contract for Out-of-District Bus Transportation Services for Special Education Students for the New Haven Public Schools, which expire June 30, 2019.

NOW, THEREFORE, BE IT ORDERED by the New Haven Board of Alders that a Multi-Year contract with First Student, Inc., for Out-of-District Bus Transportation Services for Special Education Students for the New Haven Board of Education is hereby approved.

AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, 2023 is by and between _____ (hereinafter referred to as the "Contractor") and the City of New Haven (hereinafter referred to as the "City").

WITNESSETH, that the Contractor and the City of New Haven for _____ (\$xxx,xxx,xxx.xx) and considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all service, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: **Student Transportation Services for the Department of Education of the City of New Haven, Connecticut in accordance with the attached Service Specifications and Schedule of Award**, in strict accordance with the Contract Documents as set forth below in Article 3, all as prepared by the City of New Haven.

ARTICLE 2. The Contract Price. The City of New Haven will pay the Contractor the amount stated above for the performance of the Contract in accordance with the Price Tabulation Sheet and subject to any additions or deductions as may be authorized in the Service Specifications.

ARTICLE 3. Contractor Representations and Contract Documents. Contractor represents it has the ability to perform the services required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances. Contractor acknowledges that it has previously provided the City with Proposal Documents in response to the City's solicitation noted above as "Student Transportation Services," and hereby restates and reaffirms the representations made in the Proposal Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and/ or the "Agreement":

- A. Request for Proposal
- B. Addenda to Request for Proposal
- C. Proposal Submission
- D. General and Special Conditions
- E. Insurance Rider
- F. Service and Price Tabulation Sheet

ARTICLE 4. Insurance and Indemnity. The attached Rider is hereby fully incorporated by reference herein.

ARTICLE 5. Wages. Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rate of pay set forth in the Bid Documents is the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

ARTICLE 6. Non-Arrearage. The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract or other obligation.

ARTICLE 7. Equal Employment Opportunity. The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Proposal Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment including an Affirmative Action Agreement.

ARTICLE 8. Assignment of Agreement. The Contractor shall not assign all or any part of the Agreement without the prior written express consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its 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.

ARTICLE 9. Commencement of Work. The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

ARTICLE 10. Contractor's Status. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.

ARTICLE 11. Examination of Plans, Specifications, and Work Sites. The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for additional labor or materials due to discrepancies.

ARTICLE 12. Construction - Investigation of Subsurface Conditions. Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any preliminary investigations; the sufficiency or accuracy of the interpretation of the results of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.

ARTICLE 13. Contractor's Guarantee. Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and attorney's fees. In any situation determined to be an emergency by the City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

ARTICLE 14. 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE 15. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

ARTICLE 16. Contract Termination

1601. Termination of Agreement for Cause. If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: the non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than fifteen (15) business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

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 Agreement 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.

1602. Termination for Convenience of the City. Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon Ninety days (90) written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

ARTICLE 17. Additional Terms and Conditions.

1701. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In

addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

- 1702.** The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.
- 1703.** The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 1704.** This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.
- 1705.** If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 1706.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 1707.** The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement. During the term of this Agreement, the parties shall work collaboratively (1) to produce savings by using energy efficient buses during the term of this Agreement, including joint efforts to seek grant funding from the Volkswagen Mitigation Trust Fund to offset costs of energy efficient buses; (2) to identify a City-owned property for vehicle parking and maintenance; and (3) to seek cost efficiencies and savings/avoidance through data analysis, industry trends and efficiency reviews.
- 1708.** References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

1709. The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.

1710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as termination and default) 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 or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.

1711. Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company address stated therein.

1712. Notices to the City and Invoices for completed work should be directed to:

Project Manager:	
Department:	
Mail Invoices to:	
Invoice Payment Inquiries:	

1713. Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

1714. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.

1715. Billing/Invoicing/Contract Value - The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor: (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value.

1716. Security of Performance - The Contractor shall furnish at its own expense the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract to guarantee the faithful performance of this Agreement; provided, however, that if the Board waives this performance bond requirement, Contractor shall credit ninety-five thousand dollars (\$95,000,), spread equally on Contractor's monthly invoices during each of the school year in which the requirement is waived. City shall notify Contractor no later than March 30 of any required bonds for the upcoming contract year. In the event that City requires a bond, the parties shall agree on revised pricing for the Contract year in which the bond is required to cover costs associated with the required bond. If required, such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. Proof of bond ability must be submitted with the proposal.

THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, form the Contract Documents between the parties.

IN WITNESS WHEREOF, the parties have executed TWO (2) counterparts of this Agreement as of the day and year first above written.

Signature blocks to follow

Service Specifications

1. Term of Agreement

- 1.1. The services to be provided in accordance with this Agreement shall commence July 1, 2023 and continue for a period of three (3) years ending June 30, 2026. On mutual consent City and Contractor shall have the option of extending this Agreement for an additional year except that such renewals shall be limited to a maximum of two (2) annual renewal periods for a maximum Agreement term of five (5) years.

2. City Obligations

- 2.1. City hereby agrees to compensate Contractor for the provision of Student Transportation Services as documented herein.
- 2.2. City agrees to work cooperatively with Contractor to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.
- 2.3. City shall establish, document, and provide to Contractor such policies as may be required to govern the provision of Student Transportation Services in the Department of Education. City reserves the right at its sole discretion to modify such policies over the term of this Agreement except to the extent that such modification prevents Contractor or City from complying with the terms and conditions of this Agreement.
- 2.4. City will provide for routine oversight, measurement, and reporting of Contractor performance as documented herein, and further agrees to fairly and equitably consider all reasonable requests presented by Contractor regarding City's obligations under this Agreement.

3. Contractor Obligations

- 3.1. Contractor hereby agrees to provide Student Transportation Services to City as documented herein.
- 3.2. Contractor agrees to work cooperatively with City to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.

4. Legal Compliance

- 4.1. In providing Student Transportation Services, Contractor shall comply with any and all applicable federal, state, county, and municipal laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Agreement and that pertain to the provision of these services to the City.
- 4.2. Contractor is responsible for having full knowledge of all such federal, state, county, and municipal laws, statutes, ordinances, policies, regulations, and/or prohibitions at all times over the term of this Agreement.

5. Safe Service

- 5.1. Student, City employee, Contractor employee, and public safety is paramount and will be the highest priority consideration in the delivery of services under this Agreement.
- 5.2. Contractor shall immediately inform City of any City policies, regulations, procedures, or practices that may conflict with safety prioritization.
- 5.3. Contractor shall not intentionally compromise safety to achieve any of the requirements of this Agreement.
- 5.4. Contractor shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
- 5.5. Contractor shall immediately perform any service necessary to address a safety concern regardless of whether it is specifically required by this Agreement.
- 5.6. Contractor shall at all times adhere to a documented Safety Program acceptable in form and content to, and as explicitly approved by City. The Safety Program shall be documented and updated prior to the start of school in each school year covered by the term of this Agreement.
- 5.7. The Contractor shall keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers.
- 5.8. Drivers of vehicles transporting special needs students shall be given additional appropriate training in excess of the minimum required for other drivers. This training shall be provided in cooperation with the school system pupil personnel staff.
- 5.9. The Contractor shall provide all necessary equipment, personnel, and assistance in carrying out the school system's bus safety drill program.

6. Service Days, Types, and Volume

- 6.1. Service will be provided during all days when school is in session between July 1 and June 30 for each year covered by this Agreement. The number of service days in any year will be one hundred and eighty (180). The actual number of service days provided by the Contractor in accordance with this Agreement may be more than this or may decrease by up to two (2) service days at the prices established in this Agreement. A decrease of more than two (2) operational days per year will require the Contractor and the City to renegotiate prices for the balance of the year in which the decrease occurs.
- 6.2. Contractor will provide home to school and school to home transportation service for all regular education, special education, Head Start, private school, and parochial school students defined as eligible for receiving this service by the Board of Education, and for which the Contractor has been awarded service under this Agreement. This may also, at the Board of Education's direction, include routing between schools and specific education programs before, during, or after the regular school day.
- 6.3. The initial services awarded to Contractor at the outset of this Agreement are described in Attachment F to this Agreement - Service and Price Tabulation.

- 6.4. The Board of Education reserves the right at any time during the term of this Agreement to alter rider eligibility policies and other parameters that may alter the volume or type of service to be provided in accordance with this Agreement.
- 6.5. The number of service vehicles operated by the Contractor in accordance with this Agreement may increase or decrease by up to ten (10) percent at the prices established in this Agreement. A cumulative change of more than ten (10) percent will require the Contractor and the City to renegotiate prices for the balance of the Agreement term.
- 6.6. The Contractor shall provide such other Additional and Supplemental Student Transportation Service as may be requested by the Board of Education including, but not limited to co-curricular, activity, athletic, late or extended day, vocational, or special programs.
 - 6.6.1. The volume of services to be provided in accordance with this requirement will vary based on demand, is not guaranteed, and may be requested of other contractors.
 - 6.6.2. All services provided in accordance with this requirement shall be on a per-request basis. Contractor may decline to provide the requested service only in the event the equipment and staffing resources required by and committed to this Agreement are exceeded by the request or if the request conflicts with any other requirement of the service to be provided by the Contractor under the terms of this Agreement. All requests for service accepted by Contractor under this requirement shall be provided at prices as established by this Agreement.

7. Operating Parameters

- 7.1. Contractor will provide the services required under this Agreement in accordance with certain parameters established by the City as Board of Education policies, regulations, and Student Transportation standard operating procedures. These may be altered at any time over the term of this Agreement and at the sole discretion of the Board of Education. Current operating parameters shall be provided to Contractor prior to the start date of this Agreement and at least thirty (30) days prior to the effective date of any approved change.
- 7.2. Contractor may petition City for an adjustment to rates of payment if any approved change to operating parameters has a material impact on Contractor's cost of providing services under this Agreement and is not otherwise compensated within the existing payment rate structure of this Agreement.

8. Routing and Scheduling

- 8.1. The development and maintenance of school vehicle routes and schedules shall be a cooperative responsibility of the Contractor and the Board of Education's designated representatives. The Contractor shall be responsible for leading this effort.
- 8.2. Contractor shall provide all required data systems and skilled staffing necessary to meet the Operating Parameters defined herein for each approved route operated by and assigned to Contractor for service under this Agreement. City reserves the right to designate the data systems to be utilized by Contractor in satisfying the requirements of this section.

- 8.3. Routes shall be designed in the most efficient and effective manner feasible within the overarching mandate for providing Safe Service.
- 8.4. Routes may include the picking up or dropping off of Bus Aides and Monitors assigned by the Board of Education to monitor pupil transportation.
- 8.5. No later than thirty (30) days prior to the final day of service in any school year covered by this Agreement, Contractor shall present a plan and schedule, with key milestone dates identified, for the development of service routes to be operated at the start of the following school year. The Board of Education's designated representatives and Contractor agree to work cooperatively to finalize the route development schedule, and to meet all identified planning milestones as required.
- 8.6. Contractor shall present proposed routes to the Board of Education's designated representatives for review and comment as they are developed, but not later than ten (10) workdays prior to the first day of school in any year during the term of this Agreement. Through its designated representatives, the Board of Education reserves the right at its sole discretion to approve, or disapprove, any proposed route modification and submitted by Contractor.
- 8.7. Contractor is responsible for conducting pre-service route verification to ensure the efficacy of all final approved routes. Such verification must include operating the full route as designed without student passengers on board. City agrees to compensate Contractor for one complete daily route cycle for the purpose of the pre-service route verification at eighty percent (80%) of the payment rates then in force under this Agreement.
- 8.8. Contractor is to perform approved routes as designed and approved, except deviations may occur irregularly based upon a particular day's riders, schedule, weather, unforeseen traffic situations, or the operator's contention that operating the route in the manner prescribed would create an unsafe Circumstance.
- 8.9. Contractor shall report in manner acceptable to the Board of Education's designated representatives and make recommendations for appropriate changes to routes when any of the following exceptions occur for three (3) consecutive school days:
 - 8.9.1. Zero (0) riders at any morning or afternoon bus stop
 - 8.9.2. Late arrival at any assigned school in the morning of ten (10) minutes or more
 - 8.9.3. Late departure from any assigned school in the afternoon of ten (10) minutes or more.
- 8.10. Contractor shall provide for regular administration of all planned routes, including additions, changes, and deletions of student riders from routes.
- 8.11. Contractor shall make route information in a manner and in a format acceptable to the Board of Education's designated representatives.

9. Contractor Personnel

- 9.1. The conduct and appearance of Contractor's vehicles, facilities, work areas, and employees shall meet the higher of 1) standards specified by City in its Operating Parameters, or 2) customary and reasonable standards for the student transportation

industry. Contractor shall be responsive to written direction provided by City as to any personnel or conditions deemed to be insufficient relative to these standards.

- 9.2. City may, at its sole discretion and at any time over the term of this Agreement, mandate a change to the Contractor's management personnel if City determines that Contractor's repeated and progressive efforts to resolve a specific and documented shortcoming identified by City have been unsuccessful.
- 9.3. Contractor must comply with City's request to remove any employee providing service under this Agreement if such removal is deemed to be in the best interest of City, and on submission of written documentation to Contractor providing the reasons for the request, and if City determines that Contractor's repeated and progressive efforts to resolve the issues have been unsuccessful.
- 9.4. Contractor shall provide a sufficient number and type of central operations staff to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance. The Contractor's staffing plan shall be submitted to, and approved by, the Superintendent of Schools or designee.
- 9.5. Contractor shall provide a sufficient number of qualified and trained vehicle maintenance staff to meet the requirements of this section and to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance.
- 9.6. Contractor shall provide a sufficient number of qualified and trained vehicle operators to operate all assigned routes and schedules and to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance. In addition, the Contractor shall provide for a ten percent (10%) ratio of backup operators to serve as substitutes for regular operator absences, and to ensure sufficient staffing of additional and supplemental service requests.
- 9.7. Contractor shall provide a sufficient number of qualified and trained vehicle monitors to be assigned to routes as designated by the City's designated representative. City reserves the right at its sole discretion to assign a certain number of City employees to meet a portion of this requirement, the number of which shall be provided to Contractor not later than ninety (90) days prior to the start of school in each year covered by the term of this Agreement.

10. Contractor Service Delivery Vehicles

- 10.1. Contractor shall provide student transportation vehicles of sufficient type, quantity, quality, and dependability to meet the service delivery requirements of this Agreement including, but not limited to the Legal Compliance and Minimum Service Level Criteria sections of this Agreement and the following:
 - 10.1.1. The service requirement may include Type I School Buses, Type II School Buses, Type I Lift Vehicles, Type II Lift Vehicles, or Student Transportation Vehicles (passenger vans).
 - 10.1.2. All vehicles placed in service for the first year of the Agreement term shall be conventionally powered utilizing either diesel or gasoline fuel. Beginning with the second full year of the Agreement term City reserves the right to require a designated number of electric vehicles be provided for service within the following parameters:

- 10.1.2.1. Such vehicles shall be operated by contractor but may be owned by either City or Contractor depending on circumstances.
- 10.1.2.2. City agrees to negotiate in good faith with Contractor to consider issues surrounding availability, charging infrastructure, operational implications, and such rate adjustments as may be required to account for cost differentials as compared with conventionally powered vehicles.
- 10.1.2.3. City agrees to work with Contractor in good faith to define an achievable transition to an electrified fleet, considering such additional factors as the age and condition of the Contractor fleet provided for the first year of this Agreement and Contractor's wherewithal and ability to repurpose any conventionally powered units targeted for replacement but still meeting the operating parameters as defined within this Agreement.
- 10.1.3. All vehicles shall be registered and taxed in the State of Connecticut.
- 10.1.4. All school vehicles are currently required by City ordinance (Sec. 29-16) to be no more than 7 years old; bid prices must reflect this requirement. Therefore, no vehicle shall be more than seven (7) model years old during any year of this Agreement.
- 10.1.5. The age of each vehicle shall be measured from the date the vehicle was first placed in service whether or not that service was on behalf of City.
- 10.1.6. Contractor shall adhere to a minimum spare vehicle requirement of ten (10) percent of the total regular daily routes operated.
- 10.1.7. Contractor will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations.
- 10.1.8. Vehicles must be inspected in accordance with State of Connecticut Department of Motor Vehicles requirements. Representatives of the Board shall be notified and shall have the right to be present when the State of Connecticut Department of Motor Vehicles is conducting an inspection and shall also have the right to conduct its own inspections at any time it is deemed necessary. Reports of each inspection shall be filed with the Superintendent of Schools or designee, within seven (7) days of completed inspection. These records will constitute a specific statement concerning the mechanical condition of each individual bus and shall be on a form approved by the Board of Education.
- 10.2. Contractor shall submit an inventory of their vehicle fleet assigned to provide service under this Agreement, with content and in a format acceptable to City, at least one (1) month prior to the commencement of services under this Agreement and at each subsequent anniversary date of the Agreement.
- 10.3. Contractor shall provide all vehicle equipment required to provide service under this Agreement. This may include but is not limited to wheelchair equipped vehicles, wheelchair tie-downs, and other special equipment.
- 10.4. Each Contractor vehicle shall be equipped with two-way radio communication to the Contractor dispatch facility. Another form of two-way communication is required if the vehicle is beyond two-way radio range.

Commented [TP1]: New language added following discussions of 02/17/23, and for review and refinement at the meeting of 02/21/23.

- 10.5. Each Contractor vehicle shall be equipped with Automated Vehicle Location (AVL/GPS) equipment and service plans of a type and quality sufficient to, at a minimum, interface with other City systems, transfer required data to City, and calculate the Minimum Service Level Criteria of this Agreement.
- 10.6. Each Contractor vehicle shall be equipped with digital video cameras and data capture equipment of a type and quality sufficient to meet the Operating Parameters and to enable real-time access to stored video data as may be required by City.

11. Software, Hardware, and Related Technologies

- 11.1. Contractor shall provide the hardware, software, and technical services necessary to:
 - 11.1.1. Connect to City's designated online data systems via connections or portals, as required.
 - 11.1.2. Provide City with electronic access via direct system access or data transfer to Contractor's functioning AVL/GPS systems.
 - 11.1.3. Provide City with electronic access to view and store as required, data from functional digital video cameras.
- 11.2. In addition to the requirements explicitly identified in this section, Contractor agrees to work cooperatively with City to identify and incorporate such other technologies as may become available or be required by City in furtherance of its objectives over the term of this Agreement. City and Contractor furthermore agree that the incorporation of such technologies may result in additional costs requiring the renegotiation of rates of compensation under this Agreement.

12. Other Responsibilities

- 12.1. Contractor will be responsible for providing all services related to student transportation not otherwise noted, or not specifically reserved for City in this Agreement.
- 12.2. The Contractor shall be fully responsible for the care and supervision of pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school bus and shall be deemed to have ended when the pupil has completed alighting from the bus. School authorities shall cooperate with vehicle operators in maintaining proper conduct of the passengers. A verbal report by vehicle operators on any disturbance or irregularities should be communicated in real time to the driver's supervisor, who in turn shall immediately inform the Board of Education's designated representatives and the principal of the school involved. The Contractor shall forward a copy of a written report to the school involved within twenty-four (24) hours.
- 12.3. Contractor shall provide voice communications on the same network with New Haven Public Schools for direct contact between the Board of Education's designated representatives and the Contractor's management personnel. A direct, dedicated phone line for exclusive use by the Board of Education's designated representatives will be available from 5:30 a.m. until 6:30 p.m. on each day services are being provided, including during evening and/or weekend bus trips are operating for the school system. A dedicated means of communication approved by the Board of Education's designated

representatives shall be available to receive changes and correspondence in the Contractor's routing office.

12.4. The Contractor may be required to provide bus aides or monitors for the purpose of ensuring safety and discipline of students on some routes. Aides and monitors shall be screened and selected in the same manner as vehicle operators.

12.5. Other activities including, but are not limited to:

12.5.1. State and City mandated data collection and reporting

12.5.2. Accident investigation

12.5.3. Customer service activities to City, school officials, parents, and guardians

13. Performance Management

13.1. This Agreement will be subject to a Contract Performance Management Program. City shall designate a Contract Manager for the duration of this Agreement who shall be responsible for oversight of Contractor performance under this program. Contractor shall designate a Customer Manager for the duration of the Agreement who shall be the counterparty to the Contract Manager and who shall serve as the City's primary point of contact for matters relating to Contractor's performance under this Agreement. The Customer Manager must be delegated with the authority to act on behalf of Contractor in all matters related to Contractor's performance under this Agreement.

13.2. The foundation for the Contract Performance Management Program will be Contractor compliance with a set of minimally acceptable service levels and standards of performance. Contractor and City will cooperate to monitor, track, account for, and report to City the data and information required to determine Contractor's success in meeting or exceeding the established standards.

13.3. Contractor will comply with four (4) minimally acceptable standards of performance. For the purposes of this section a vehicle route is defined as either the morning, midday or afternoon component of a daily route package as developed approved for service.

13.3.1. Missed Routes - No approved vehicle route assigned to the Contractor shall fail to be operated because of Contractor's inability to provide an adequate number of qualified vehicle drivers or monitors as defined within this Agreement.

13.3.2. Delayed Routes - No more than five (5) percent of all vehicle routes assigned to the Contractor shall be delayed for any other operational issue under the direct control of Contractor. A delayed route is defined as any route component that begins operating more than ten (10) minutes after its scheduled time.

13.3.3. Mechanical Problems - No more than five (5) percent of all vehicle routes operated by Contractor shall be delayed or missed because of a mechanical problem with Contractor's assigned vehicle. A delayed or missed route is defined as any route component that begins operation more than ten (10) minutes after its scheduled time or is delayed more than ten (10) minutes over the course of its route because of a mechanical problem with the assigned vehicle.

- 13.3.4. On-Road Incidents - Contractor shall report every incident as defined in this section, as well as all other incidents involving bus accidents, mechanical breakdowns, or injuries to students to City within fifteen (15) minutes of occurrence and in a format and content acceptable to City.
- 13.4. Contractor shall cooperate with City to ensure recording and tracking of all data and information required to calculate compliance with the minimally acceptable standards of performance. These data shall be provided to City in a form and with content verifiable by and acceptable to City not later than the 15th of each month for service completed in the prior month over the entire term of this Agreement.
- 13.5. If a non-compliance situation occurs Contractor shall be immediately on notice whether or not City provides formal written notice of non-compliance.
- 13.6. Contractor shall comply with City directives to improve operations and outcomes that fall below established standards.
- 13.7. In the event of non-compliance with the minimally acceptable standards of performance, City may assess liquidated damages in accordance with the following schedule:
- 13.7.1. Missed Routes - City may assess liquidated damages in the amount of one hundred percent (100%) of the daily contract rate for each missed route in the preceding month.
- 13.7.2. Delayed Routes - City may assess liquidated damages in the amount of seventy-five percent (75%) of the daily contract rate for each delayed route in the preceding month that exceeds the allowable parameter.
- 13.7.3. Mechanical Problems - City may assess liquidated damages in the amount of fifty percent (50%) of the average daily contract rate for each missed or delayed route due to mechanical problems in the preceding month that exceeds the allowable parameter.
- 13.7.4. On-Road Incidents - City may assess liquidated damages in the amount of one thousand dollars (\$1,000) for each instance of non-reporting, or five hundred dollars (\$500) for each instance of reporting that exceed the allowable parameter.

14. Compensation and Payment

- 14.1. Contractor's pricing will be primarily based on the amount of time required for each service vehicle to complete its regularly assigned daily route package. The route package time of service will start when the assigned vehicle arrives at the first stop at which student riders are scheduled to board and ends when it arrives at the final stop at which student riders are scheduled to debark for either the morning, midday, or afternoon component of the route package. The combination of all components constitutes the Daily Bus Service Time.
- 14.2. Daily Bus Service Time shall be calculated in accordance with scheduled route data as determined by Contractor, and as reviewed and approved by City, except that request-based additional and supplemental services shall be included in the Daily Bus Service Time for route packages assigned to the ten (10) hour rate type as described in this section.

- 14.2.1. Daily Bus Service Time shall be rounded to the nearest fifteen (15) minute increment.
- 14.2.2. Non-recurring variances in actual versus planned Daily Bus Service Time of fifteen (15) minutes or less shall receive no incremental compensation.
- 14.2.3. Non-recurring variances in actual versus planned Bus Service Time in excess of fifteen (15) minutes shall be compensated in accordance with the Rates of Compensation section of this Agreement if the variance causes the total to exceed the minimum Daily Bus Service Time.
- 14.2.4. Recurring variances in actual versus planned Daily Bus Service shall be investigated by Contractor to determine cause and the route package shall be replanned and redocumented with changes submitted for City approval in accordance with the Routing and Scheduling section of this Agreement.
- 14.3. Attachment F – Service and Price Tabulation Sheet of this Agreement contains the number of routes assigned to the Contractor by the City, and a table of rates associated with the Daily Bus Service Time for each route and vehicle type.
- 14.4. Contractor is guaranteed compensation for a minimum Daily Bus Service Time of either six (6.0) hours or ten (10) hours for each vehicle assigned to a regularly assigned daily route package under this Agreement. Any approved route package assigned to the six (6.0) hour rate package with a planned Daily Bus Service Time equal to or under six (6.0) hours will receive this rate of compensation. Any approved route package assigned to the ten (10.0) hour rate package with a planned Daily Bus Service Time equal to or under ten (10.0) hours will receive this rate of compensation.
- 14.5. Additional compensation for recurring or non-recurring Daily Bus Service Time in excess of the assigned minimum will be provided on the basis of a regular service incremental hourly rate calculated in fifteen (15) minute increments.
- 14.6. Compensation for Additional Supplemental Services will be provided for each documented and approved instance of service, calculated in fifteen (15) minute increments, rounded to the nearest fifteen (15) minute increment.
- 14.7. Contractor shall submit an invoice to City at once for each month of service provided under this Agreement. The invoice shall be submitted in a manner and format, and with content acceptable to City.
- 14.8. At a minimum, the invoice shall include sufficient information and detail to support the amounts billed and shall reconcile to the route data developed under this Agreement.
- 14.9. Each invoice shall be received by City not later than five (5) business days following the final date of service covered by the invoice.
- 14.10. The invoice shall be reviewed and approved by City within five (5) business days of receipt. If Contractor does not receive notice from City within this timeframe, Contractor may assume City has approved the invoice.
- 14.11. If City finds an error or questions the accuracy of any item on the invoice, the error or question shall be reported to Contractor who shall reconcile the error or and the question and resubmit the invoice for approval within two (2) business days of receiving notice.

City shall review the revisions within three (3) business days of receiving the revised invoice.

14.12. City shall pay all invoices within thirty (30) days of final approval.

15. Fuel

- 15.1. All fuel used by Contractor vehicles in the provision of service under this Agreement shall be provided by City at no cost to Contractor.
- 15.2. Contractor shall maintain a legal and secured fuel storage and dispensing facility at the same location as it uses for vehicle storage and dispatch. The fuel storage and dispensing equipment shall be capable of accurately monitoring and accounting for all fuel dispensed by user, vehicle number, date, and time. Dispensing equipment shall be protected against unauthorized use through the use of access codes, lockout devices, or such other method that meets with the approval of City.
- 15.3. Contractor agrees to work cooperatively with City to ensure the accounting for fuel use is accurate throughout the term of this Agreement. Such accounting shall be conducted in a form and provided in a format deemed acceptable to and approved by City.

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

SUMMARY MATRIX

Evaluation Element	Available Points	Score	Overall Comments
A. Technical Proposal	50		
B. Pricing	50		
Total	100		

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

DESCRIPTION OF POINT SYSTEM

Each evaluation element is assigned a point value using the following ranking system. Each of the two parts (Technical and Price) on the Summary Matrix is further sub-divided into a number of more specific evaluation elements. The criteria to be considered in assigning a ranking to each of these are described beside each specific evaluation element in the matrix pages that follow. The number of points to be assigned based on the ranking system is described here.		
Ranking	Description	Points Assigned
E – Exceeds Expectations	The proposal clearly exceeds the requirements of the RFP.	100% of Available Points
M – Meets Expectations	The proposal substantially and clearly meets the requirements of the RFP.	66% of Available Points
B – Below Expectations	The proposal is responsive to the minimum requirements of the RFP, but substantial clarification or supplemental information is required to demonstrate that it meets expectations. ¹	33% of Available Points
U – Unacceptable Response	The proposal does not address, or otherwise fails to demonstrate that the vendor understands and/or will comply with the requirements of the RFP. ²	0% of Available Points

1. Each evaluation element that is assigned a ranking of “Below Expectations” will be addressed during offeror interviews, if the offeror is invited for an interview. Depending on the offeror’s response during the interview, the ranking may be adjusted in the final evaluation.
2. Each evaluation element that is assigned a ranking of “Unacceptable Response” will be addressed during offeror interviews, if the offeror is invited for an interview. Depending on the offeror’s response during the interview, the ranking may be adjusted in the final evaluation.

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

A. Technical Proposal – 100 Available Points

Evaluation Element	Evaluation Considerations	Rank (E, M, B, U)	Max Pts	Score	Comments
1. Responsiveness to the requirements of the RFP.	Elements to examine: <ul style="list-style-type: none">• The proposal is organized as required.• The proposal contains all of the required sections.• Each named section provides information in response to the section description in the RFP (RFP page 3).		10		

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

Evaluation Element	Evaluation Considerations	Rank (E, M, B, U)	Max Pts	Score	Comments
2. Contractor's experience in providing similar services, with an emphasis on its experience within the State of Connecticut.	<p>Elements to examine:</p> <ul style="list-style-type: none"> • The size and scope of the vendor's total operations. • The size and scope of the vendor's Connecticut operations. • The appropriateness of the vendor's organization structure given it's overall size, scope, and location of its current contracts. • Whether all of the above provides sufficient indication that the vendor can successfully add and service a contract the size of NHPS. 		25		

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

Evaluation Element	Evaluation Considerations	Rank (E, M, B, U)	Max Pts	Score	Comments
3. The proposed location of the contractor's operating facility in proximity to the City of New Haven.	<p>Elements to examine:</p> <ul style="list-style-type: none"> • Whether the vendor is proposing to use an operating facility within the city limits. • If not, are they proposing to use a facility within a reasonable proximity to New Haven such that New Haven resident employees can access that location. • In either case, is the location specifically identified and adequate to house the fleet and the staff necessary to provide the services required. 		25		

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

Evaluation Element	Evaluation Considerations	Rank (E, M, B, U)	Max Pts	Score	Comments
4. Contractor's organization, methodologies, processes, and procedures.	<p>Elements to examine:</p> <ul style="list-style-type: none"> • Whether the proposal is succinct and easy to understand. • Whether the description of the vendor's processes is clear and sufficient to provide confidence the vendor can meet the NHPS service requirements. • Whether the proposal addresses the specific requirements of the template contract as provided with the RFP. 		15		

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

Evaluation Element	Evaluation Considerations	Rank (E, M, B, U)	Max Pts	Score	Comments
5. The qualifications of the contractor's management team.	<p>Elements to examine:</p> <ul style="list-style-type: none"> • Whether the proposal specifically identifies a local manager for the NHPS contract. • The extent of the vendor's reporting structure above the local manager, including the number of people between the local manager and the chief executive. • Whether the offeror's team as identified demonstrates the wherewithal to manage a complex implementation and operation as will be required for the NHPS contract. 		15		

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

Evaluation Element	Evaluation Considerations	Rank (E, M, B, U)	Max Pts	Score	Comments
6. The strength of the contractor's references.	Elements to examine: <ul style="list-style-type: none"> • Whether the proposal identifies the required number of references and provides suitable contact information. • The strength relative of the references. 		10		
Total Score			100		

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

B. PRICING – 100 Available Total Points

B1. Home to School – 85 Available Points

Note: The analysis to populate these matrices will be performed in a separate workbook and the results posted here.

Vehicle and Service Type	FY 2024			FY 2025			FY 2026			Total Contract Amount
	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	
Subdivision 1 (6hr)										
Subdivision 1 (10hr)										
Subdivision 2										
Lift Vehicle										
Subdivision 3										
Monitor										
Total Amount										
Total Score										

**New Haven Public Schools
Student Transportation Proposal Evaluation Matrix**

Offeror: _____

B3. Supplemental Services – 15 Available Points

Vehicle and Service Type	FY 2024			FY 2025			FY 2026			Total Contract Amount
	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	
Subdivision 1 (6hr)										
Subdivision 1 (10hr)										
Subdivision 2										
Lift Vehicle										
Subdivision 3										
Monitor										
Total Amount										
Total Score										