

**Contract 2P14-043**  
**Student Transportation Services**  
**Between**  
**The Bristol Board of Education and First Student Inc.**

Whereas the Board of Education of the City of Bristol Connecticut, hereinafter called the "Board" and First Student Inc., hereinafter called the "Contractor" wish to enter into an agreement for the provision of student transportation services for Bristol students, inclusive of in-town special education transportation services;

Now, therefore, in consideration of the mutual promises herein, the Board and the Contractor agree to the terms specified in the following articles:

**ARTICLE I TERM OF CONTRACT**

This contract shall be in effect from July 1, 2014 through June 30, 2017. The Board reserves the right to extend the agreement for up to two (2) additional one year terms (through June 30, 2019), if determined to be in the best interests of the Board. Any extensions of the contract should be by mutual agreement of the parties.

**ARTICLE II SCOPE OF CONTRACT**

Transportation furnished under this contract shall be for all eligible students attending Regular Public School Programs and in-town or out-of-town vocational programs; all eligible students attending Special Education Programs in Bristol; all eligible students attending Special Education Programs outside of Bristol; and all eligible students attending Private School Programs held within the City limits of Bristol, Connecticut.

The contractor shall provide transportation service in such manner, at such times and on such routes as the Board may specify.

If additional Special Education routes outside Bristol arise from time to time during the term of this contract, the Board of Education reserves the right to contract with others to provide the necessary service. The Board of Education will first consider the Contractor regarding the service to be performed.

This contract, RFP 2P14-043 including Addendum 1 and Addendum 2, identified as Attachment A, the Contractor's proposal dated January 31, 2014, identified as Attachment B, the Contractor's letter to the City of Bristol dated March 4, 2014, identified as Attachment C, and the Pricing Summary, identified as Attachment D, contain the full and complete agreement between the Board of Education and the Contractor. No changes will be made in this agreement during its term unless by mutual consent.

**ARTICLE III CONTRACTOR SERVICES**

**III.A. GENERAL**

The contractor agrees to meet all regulations of the Connecticut State Statutes and regulations as prescribed by the Commissioner of Motor Vehicles, and regulations prescribed by the Federal Department of Transportation. However, any amendments made to the existing regulations during the term of this contract which would require major alterations to existing equipment and the cost of said alterations shall be the subject of negotiation with the Board of Education.

The Contractor shall not sublet or subcontract for any portion of the transportation services as provided for in this contract.

### **III.B. COMMUNICATIONS**

The Contractor agrees to be on call to school officials on a twenty-four (24) hour a day basis in the event of emergencies, special meetings, etc.

Contractor shall install and continuously maintain a two-way radio in all vehicles in use and covered by the terms of this Agreement, each such unit to be connected to a base station in the Contractor's garage depot located in BRISTOL, Connecticut. Said two-way radios must be suitable for communicating with the base station at all times. Contractor shall ensure that the depot is staffed with dedicated dispatch personnel and shall be (i) capable of receiving and transmitting radio communications and information at all times that any bus or buses are in service under this Agreement, and (ii) capable of continuous and uninterrupted real time live telephone communication (e.g., without recourse to "voice mail", answering machines or services or other forms of delayed reception) to and from such dedicated dispatch personnel (together with both incoming and outgoing facsimile capability) between the garage depot and the Board's administrative offices (as designated by the Board from time to time) during normal business hours and at all times that any bus or buses are in service under this Agreement. For purposes of this Agreement, the term "dedicated dispatch personnel" shall mean employees of Contractor whose sole function at the garage depot is ensuring and implementing constant live communication as required hereunder, and the duties of any such dispatch personnel shall not be delegated or assigned to employees normally fulfilling other duties or functions, such as drivers or mechanics, and shall not be fulfilled by the use of recording devices. The contractor will insure that appropriate personnel and resources for communication are physically present at the central dispatch location at all times during the operations of the transportation services each day. Failure to maintain proper staffing shall be deemed a material breach of this Agreement.

The contractor will, at the beginning of each school year, provide a staff person and the appropriate technology in the Bristol Board of Education Business Office, 129 Church St Bristol, CT 06010 to respond to any and all complaints, inquiries, or requests received as quality assurance to providing appropriate service. This resource will be provided until the Board of Education is satisfied that any and all problems, issues, concerns, and requests have been fulfilled to a satisfactory level.

The contractor will meet with school administration and the Board of Education Business Office and present all planned routes, stops, and times prior to the start of the school year.

The contractor will meet with school administration, the Board of Education, parents, and/or community to address any concerns or issues throughout the year as the need arises.

### **III.C. SCOPE**

#### **1. General**

The Contractor shall provide all transportation services as generally defined in Section III of Attachment A, and as detailed in Exhibits A, B and D of Attachment A.

#### **2. Transportation Facilities**

**2a.** The Contractor shall provide and maintain appropriate facilities necessary to provide such transportation services, at its own expense, as defined in Section III Articles 1.1 through 1.2 of Attachment A. Such facilities must be within the City limits of Bristol, CT.

**2b.** All vehicles used by the Contractor in fulfilling the transportation needs and services of the Board shall, unless otherwise agreed to by Contractor and Board, be stored in the geographical limits of the Town of BRISTOL in order to ensure their availability for school use at all times. Said vehicles shall also be registered with the Motor Vehicle

Department of the State Of Connecticut.

### **3. Provision of Fuel**

**3a.** In accordance with Section III Article 1.3 of Attachment A, the Board will provide diesel fuel to the contractor, with actual costs of fuel so provided by the Board of Education to be deducted from the monthly amounts made to the contractor. The contractor shall order fuel directly from a vendor selected by the Board, and shall accept delivery at the contractor's location in the contractor's tanks. The Board does not assume responsibility for the maintenance or repair of the contractor's tanks. Delivery notices shall be provided to the Board for payment of fuel invoices by the Board. The contractor shall be required to regularly report on fuel usage on a monthly basis. Fuel provided by the Board to the contractor shall only be used for services provided within the scope of this contract.

**3b.** The Board agrees to purchase, for the benefit of Contractor, all fuel consumed by the vehicles of the Contractor in the performance of the terms of this Agreement. The cost to the Board of such fuel on an as-delivered to the tank basis and as measured by delivery invoice and billing, in any calendar month, shall be deducted from the sum due to be paid to the Contractor for the cost of said calendar month's transportation furnished by the Contractor under this Agreement or paid by Contractor within thirty (30) days of the Board's billing for the same. To the extent that the Board has pre-paid in advance for the transportation services to be rendered under this Agreement (as provided for herein), charges for fuel, as incurred by the Board, may be set-off against any charges for after-hours billing from Contractor, deducted from future installment payments, as the Board in its sole discretion may determine, or reserved against in any commercially reasonable manner as the Board may from time to time deem appropriate.

The Contractor agrees to maintain, completely at its own expense, an adequate fuel tank or tanks adjacent to its garage depot building in Bristol together with a fuel pump to meter deliveries of fuel to such tank or tanks and consumption of fuel used by Contractor. Deliveries from each tank and pump are to be made by the Contractor's authorized representative only, with no access given to any other person at any time.

The Board and or Town shall arrange for the purchase, payment and delivery of all fuel to the aforementioned fuel tank, and the fuel stored therein shall be used exclusively by the Contractor to fuel those school buses or motor vehicles used in the performance of this Agreement.

From time to time in each school year, in a manner mutually agreeable to the parties hereto, the Contractor shall designate to the Board in writing the date or dates of delivery, the nature of the fuel desired and the quantity thereof the Contractor will require on the delivery date(s) in order to assure that buses employed by the Contractor to provide transportation to the Board will be adequately and timely fueled.

### **4. Vehicle Requirements**

**4a.** The Contractor shall provide and maintain appropriate equipment necessary to provide such transportation services, at its own expense, as defined in Section III Articles 1.4 through 1.13 of Attachment A.

**4b.** If the Board requests at any time during this Agreement additional buses and/or vans, they will be provided on same terms as those provided under this Agreement.

Both the Board and the Contractor recognize that changing demographics of the school population of the Town of BRISTOL over the life of this Agreement may render it advisable, convenient or necessary to decrease, either temporarily or permanently, the size of the bus and/or van fleet vehicles under this Agreement, and the Board reserves the right to require Contractor to make changes to the fleet and route layouts and loading of vehicles in such manner as the Board may require, over time and from time to time, as circumstances warrant, with and upon prior consultation with Contractor and reasonable written notice of any such change.

All motor vehicles utilized by Contractor in the performance of this Agreement shall be equipped and maintained in accordance with the laws and regulations of the State Of Connecticut and applicable federal law, and shall comply with all rules and regulations now in force, or from time to time adopted and approved, by the State of Connecticut

Board Of Education or the Board. The Contractor will provide chains for use on an as-needed basis for vehicles operating during periods of ice or snow or as determined by the Board.

A copy of the inspection report for each vehicle must be furnished to the Board before said vehicle is put into use.

Contractor shall cause each motor vehicle utilized by the Contractor to provide Transportation Services hereunder to be thoroughly inspected (including on-the-road testing) on a periodic basis acceptable to the Board and submitted to the Board in writing at the beginning of each school year, and shall continually and punctually make or perform all required, necessary or prudent repairs of or maintenance to each such vehicle, and submit, upon request by Board, copies of all reports and repair or maintenance records and actions taken broken down on a monthly basis, to the Board. Without limiting the generality of the foregoing, Contractor agrees that all such vehicles shall be inspected by

- (i) the State of Connecticut Department of Motor Vehicles on an annual basis prior to commencement of use;
- (ii) the Contractor on a monthly basis; and
- (iii) the applicable driver on a daily basis prior to starting the route.

All motor vehicles utilized by the Contractor to provide Transportation Services hereunder shall at all times comply with all federal and State of Connecticut inspection levels and requirements pertaining to the safe operation of such vehicles.

The Board shall be permitted to make periodic inspections of any vehicle covered hereunder, at reasonable times and on reasonable notice to Contractor. The Board reserves the right to require the Contractor to discontinue the use of any vehicle which, in the reasonable judgment of the Board, is deemed hazardous, mechanically defective, or subject to frequent delays or breakdowns, including any of the foregoing arising by virtue of age or mileage, as the Board, in its sole discretion, reasonably exercised, may determine.

No later than August 15 of each school year, the Contractor shall provide to the Board a then current list of the vehicles to be utilized by the Contractor during that school year showing the make, model, year of manufacture, seating capacity and registration marker number of said vehicles. Said vehicles shall conform to the standards set forth in this Agreement as well as all standards set by the State of Connecticut Department of Education for the transportation of regular and special education students.

#### **5. Timeliness of Service**

The Contractor agrees to provide transportation services in a timely manner, subject to penalties as defined in Section III Article 1.14 of Attachment A.

#### **6. Personnel**

The Contractor shall provide appropriate and adequately trained personnel necessary to provide such transportation services, at its own expense, as defined in Section III Articles 2.1 through 2.15 of Attachment A.

#### **7. Routes**

In all cases, the final decision on routings and pick-up and discharge points is to rest with the Superintendent of Schools, or his designee. The Board may, at its option and when it deems necessary, make changes in routings of any and all vehicles as well as pick-up and discharge.

The contractor is responsible for the development, design, and maintenance of all bus routes and bus stops for the duration of the school year.

The contractor, prior to the implementation of its transportation services and operations in Bristol, Connecticut will conduct an assessment by meeting with the Board of Education, school administrators, and PTO's to obtain appropriate feedback on the existing routes, stops, and customer service. This feedback should be considered as part of the process for the new contractor to optimize transportation services for the Bristol Public Schools.

No additional payment shall be provided under the contract for expansion of routes or addition of stops during the

term of the contract. No additional payment shall be provided under the contract for kindergarten runs, late runs, and use of a technology system to coordinate stops, fuel, labor, or maintenance.

The contractor will be responsible for interfacing with the Bristol Public Schools web site and routing system for transferring and uploading all routing information for school administration, faculty, and parent access.

No additional payment shall be provided under the contract for expansion of routes or addition of stops during the term of the contract. No additional payment shall be provided under the contract for kindergarten runs, late runs, and use of a technology system to coordinate stops, fuel, labor, or maintenance.

The contractor will be responsible for interfacing with the Bristol Public Schools web site and routing system for transferring and uploading all routing information for school administration, faculty, and parent access.

#### **8. Software/Technology**

Any technology employed by the contractor pursuant to the above will be subject to Board of Education and City review and approval. Such technology must be capable of arranging, developing, and maintaining all Bristol Public School routes and respective drop-off and pick-up points. This system will be revised and updated as necessary to implement any changes in routes on a daily, weekly, monthly, or annual basis.

The contractor will include the technology and methods to employ for the ongoing and continuing monitoring of all Bristol Public School bus routes with respective stops for pick-up and drop-off, including any specific technology and methods, if different applicable to transportation of special education students including door-to door pick-up and drop-off.

Any technology to be employed by the contractor as approved by the Board of Education and the City is subject to the following provisions:

The Board of Education will hold and retain any and all rights to the records, routes and information contained within the routing system employed by the contractor. These records and routing information will be the property of the Board of Education for the term of the contract.

The contractor will ensure all rights of the Board of Education will be preserved and protected in regards to privacy of records, routes and information used in the technology and software provided by the contractor.

At the specified time the contract is terminated, the records, routes and property of the Board of Education contained with the routing system and software will be relinquished and returned to the Board of Education.

### **ARTICLE IV INSURANCE AND BONDS**

#### **IV.A. INSURANCE REQUIREMENTS**

The Contractor must, by July 1st of each year, submit a copy of his insurance coverage to the Board of Education. The insurance shall be written through an authorized agent who is licensed to perform business in the State of Connecticut and be in compliance with the Standardized Insurance Requirements of the City of Bristol. Such insurance shall show the following coverage as a minimum:

Automobile Liability

\$20,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

General Liability

\$20,000,000 (combined single limit), Bodily Injury -Property coverage/occurrence and \$20,000,000 aggregate coverage.

Workers Compensation

Worker's compensation as required by Connecticut Law.

**IV.B. PERFORMANCE BOND**

The contractor shall provide a Performance Bond, guaranteed by a Surety licensed to do business in Connecticut, in the amount of 130% of the annual contract cost guaranteeing to the Board the completion of the contract.

**IV.C. INDEMNIFICATION**

The Contractor agrees to indemnify, defend and save harmless, the City of Bristol, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract.

**ARTICLE V PAYMENT FOR SERVICES**

**V.A. GENERAL**

The Board of Education agrees to pay the Contractor one-tenth (1/10th) of the total contract price at the conclusion of service each month during the school year. The Contractor is responsible for submitting all necessary bills, in triplicate, to the Board of Education. The total contract price for the then-current school year will be determined mutually between the Board of Education and the Contractor prior to the start of said school year.

**V.B. COST DATA**

If it becomes necessary to add routes during the school year, said additions shall be prorated at the rate of 1/181 of the annual cost. New routes may only be added by direction of the authorized agent of the Board of Education.

The cost per vehicle/per hour and increments thereof shall be the same rates as established in Attachment D.

Monitors may be required at Board of Education direction only. If and when required, the Contractor will be paid by the Board of Education at the Contractor's rates established in Attachment D.

Athletic/Field Trips will be charged at the regular field trip costs as outlined in Attachment D.

**ARTICLE VI TERMINATION OF THE CONTRACT**

In the event that either the Board or the Contractor shall willfully violate any of the covenants or duties imposed upon by this Agreement, such willful violation shall entitle the other party to terminate this Agreement, consistent with termination provisions outlined in Section III Article 5.8 of Attachment A.

**ARTICLE VII OTHER PROVISIONS**

**VI.A. AUDITS**

The Board, the Director of Finance and/or any other designated representative of the Board may inspect, at the Contractor's place of business, the following records of the Contractor:

Records relating to vehicle preventive maintenance, major and minor repairs, and replacement of worn equipment and tires; and Payroll and personnel records for employees of the Contractor who perform work related to this Agreement.

Records relating to fuel consumption, month end tank inventories,

Records on staff and driver training;



The Board acknowledges that the commercial and financial information obtained pursuant to Item 2 above is given in confidence by the Contractor, and shall not be disclosed by the Board or its representatives to any member of the public, unless required under any rule or application of law. Notwithstanding the foregoing, the Board may disclose such information to its accountants, attorneys, independent contractors and/or other governmental employees who have a need to know such information.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 12<sup>th</sup> day of

June, 2014.

Signed in the presence of:



BRISTOL BOARD OF EDUCATION


  
\_\_\_\_\_  
  
\_\_\_\_\_

By   
\_\_\_\_\_  
Dr. Ellen Solek, Superintendent

Signed in the presence of:

FIRST STUDENT, INC.

  
\_\_\_\_\_  
  
\_\_\_\_\_

By   
\_\_\_\_\_  
Service President, duly authorized

This Contract was approved by vote of the Board of Education of the City of Bristol, Connecticut, on the 5th day of March, 2014.

The City of Bristol, Connecticut  
RFP 2P14-043 Student Transportation Services  
Contract Pricing  
Attachment D

	Run Type	UOM	Cost for FY2014-15	Cost for FY2015-16	Cost for FY2016-17
1	Regular Transportation Type I bus	Day	320.39	328.40	336.61
2	Regular Transportation Type II bus	Day	295.39	302.77	310.34
3	Late Bus rate	Day	51.92	53.22	54.55
4	Field Trips, including athletic programs	Hour	45.89	47.03	48.42
5	Special Education In-Town Type II bus	Day	280.00	287.00	294.18
6	Special Education Transportation Aide (monitor)	Day	25.00	25.63	26.27

**Contractor: First Student Inc**



provided in accordance with this Contract; (ii) the cost of said vehicle or vehicle operator; or (iii) the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of this Contract.

- B. If any vehicle does not depart at the scheduled departure time from the Terminal or from School, or arrives later than its scheduled arrival time, the District may deduct the following amounts:

<u>Minutes Late</u>	<u>Penalty</u>
9-20	25% Daily Rate
21 or more	50% Daily Rate

- C. Vehicles must not arrive at Schools earlier for Student drop-off than the scheduled arrival time in order to allow adequate supervision for the Students to be provided and to protect the Students from inclement weather. If any Vehicle arrives more than 20 minutes prior to the scheduled arrival time, the District may deduct \$50.00 for each Student assigned to said vehicle.
- D. If the Contractor fails to ensure that all Students are appropriately dropped off at School or their home and/or designated drop-off point, the District may deduct \$50.00 per student.
- E. For each occurrence of a pre-school through third grade Student being dropped off when the parent or other authorized person is not there to meet the Student or a Student of any age is left unattended on a bus (i.e., a sleeping student), the District may deduct 100% of the Daily Rate.