



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

Special Board of Education Finance and Operations Committee Meeting

Monday, March 11, 2019

4:00 p.m.
Celentano School Cafetorium
400 Canner Street

The Finance & Operations Committee shall focus on the review of contracts, agreements and capital projects as well as the comprehensive financial picture of the Board and its various departments. The Committee shall review areas of operations and policy in an effort to ensure fiscally prudent, sustainable, and efficient high-quality support to student learning and district responsibilities.

AGENDA

I. ACTION ITEMS

A. Abstracts (Pages #7-10)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>	<u>Revenue</u>
1			\$28,940.00

B. Agreements (Pages #11-45)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
6		\$882,967.00

C. Change Orders (Pages #46-60)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
5		\$115,365.64

D. Contracts (Pages #61-148)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
6		\$27,401,724.00 FY20

Totals:		\$28,400,056.64	\$28,940.00
----------------	--	------------------------	--------------------

E. Resolution (Pages #149-154)

II. DISCUSSION

- Furloughs, Layoffs and Concessions
- School Consolidations
- School Closings
- Lease Renewals
- Budget Mitigation Plan
- Street Outreach Worker Program



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

SPECIAL BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, March 11, 2019

4:00 p.m.

Celentano School Cafetorium
400 Canner Street

Chair: Mr. Jamell Cotto

Action Items

A. ABSTRACTS

1. To approve the Abstract, McKinney Vento Hurricane Education Relief ACHY Funds, in the amount of \$28,940.00 for 2018-2019.

Funding Source: CT Department of Education

Presenter: Ms. Gemma Joseph Lumpkin

(Pages #7-10)

B. AGREEMENTS

1. To approve a Delegate Agency Agreement by and between the New Haven Board of Education and LULAC Head Start, to provide comprehensive Head Start/Early Head Start to 174 eligible children and their families from September 1, 2018 to June 30, 2019, in an amount not to exceed \$688,992.

Funding Source: LULAC Head Start Training PA 20 Program
Acct. #2532-5280-56901-0442 (\$5,616.00)

LULAC Head Start PA 22 Program
Acct. # 2532-5280-56694-0042 (\$355,624.00)

Early Head Start PA 25 Program
Acct. # 2532-5652-56694-0043 (\$320,376.00)

Early Head Start PA 21 Program
Acct. # 2532-5652-56901 (\$7,376.00)

Presenter: Ms. Mary Derwin

(Pages #11-17)

2. To approve an Agreement by and between the New Haven Board of Education and District Management Group, (DMG), to provide a comprehensive review of services currently provided through Student Services/Special Education, from February 25, 2019 to June 30, 2019, in an amount not to exceed \$40,000.00.

Funding Source: IDEA Handicapped Program
Acct. #2504-5034-56903-0490

Presenter: Ms. Typhanie Jackson

(Pages #18-20)

3. To approve Amendment #1 to Agreement #96273106 with Little Scientists, to increase the number of afterschool sessions at Columbus School from 23 by 10 to 33; to increase the number of afterschool sessions at Davis School from 35 by 9 to 44 sessions; to expand the scope of service to include 17

sessions at Truman School and 21 sessions at Daniels School; to increase funding of \$10,150.00 by \$9,975.00 to \$20,125.00.

Funding Source: 21st Century Afterschool – Columbus Program
Acct. # 2579-6177-56694-0041 (\$5,775.00)
Acct. #2579-6273-56694-0009 (\$7,700.00)
Extended School Hours – Truman Program
Acct. # 2579-5326-56694-0029 (\$2,975)
Acct. # 2579-5326-56694-0013 (\$3,675)

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #21-23)

4. To approve Amendment #2 to Agreement # 96208162 with the Monk Center for Academic Enrichment and Performing Arts, to correct effective date of the Agreement from January 2, 2019 to September 24, 2018; to correct the number of session days per week from 5 days per week at \$1,500.00 for 10 weeks to 3 days per week at \$1,000.000 for 15 weeks; to change session #1 from January 7, 2019 - March 22, 2019, to September 24, 2018 to January 18; and to change session 2 from March 25, 2019-June 14, 2019, to February 24, 2019 to May 31, 2019, with no change in funding amount or funding source.

Funding Source: School Improvement Grant (SIG) Carryover – Troup Program
Acct. # 2546-6208-56694-0015

Presenter: Dr. Iline Tracy
(Pages #24-27)

5. To approve Amendment #1 to Agreement #96208161 with Sharon Vanghel, to correct the effective start date from January 15, 2019 to August 28, 2019, and to correct the number of days from 300 to 100 days, with no change in funding amount or funding source.

Funding Source: School Improvement Grant (SIG) Carryover – Troup Program
Acct. # 2546-6208-56694-0015

Presenter: Dr. Iline Tracey
(Pages #28-32)

6. To approve an Agreement by and between the New Haven Board of Education and President and Fellows of Harvard College d/b/a Harvard University to provide technical assistance on the Data Wise Protocols to the Superintendent, Executive Team, Curriculum Team and two schools serving as model sites, consisting of an 8-part protocol that educators use to establish data literacy, to review learner-centered data, to identify a problem of practice, and to launch and monitor an action plan to address the problem, effective February 20, 2019 to June 30, 2019, in an amount not to exceed \$144,000.00.

Funding Source: Alliance Grant Program
Acct. #2547-6105-56694

Presenter: Ms. Ivelise Velasquez
(Pages #33-45)

C. CHANGE ORDERS

1. To approve Change Order #1 to Contract #21565-1-2 to All American Waste, 19 Wheeler Street, New Haven, CT for On Call Dumpster Rental Services to increase the contract amount to provide funds for trash removal for New Haven Academy, Dr. Mayo Early Childhood and ESUMS for the remainder of the School Year.

Original Amount of Contract:	\$26,500.00
Change Order #1	\$15,365.64
Total Amount of Contract:	\$41,865.64

Funding Source: 2018-19 Capital Projects
 Account #3C19-1983-58101

Presenter: Mr. Joseph Barbarotta
 (Pages #46-48)

- To approve Change Order #2 to Contract #21568-1-2 to Sports Construction, 61 East Street, Plainville, CT for On Call Gym Equipment Repair to increase the contract for bleacher repairs at Cross, basketball backboard motor replacements at Career, and gym curtain repair at Beecher.

Original Amount of Contract:	\$25,000.00
Change Order #1	\$45,000.00
Change Order #2	\$25,000.00
Total Amount of Contract:	\$95,000.00

Funding Source: 2018-19 Capital Projects
 Account #3C19-1983-58101

Presenter: Mr. Joseph Barbarotta
 (Pages #49-51)

- To approve Change Order #1 to Contract #21577-1-2 to Concrete Creations, 281 Chapel Street, New Haven, CT for On Call Equipment Rental to increase the contract amount to cover rental equipment and labor for the relocation of 80 Hamilton Street and 654 Ferry St. to 103 Hallock St.

Original Amount of Contract:	\$25,000.00
Change Order #1	\$75,000.00
Total Amount of Contract:	\$100,000.00

Funding Source: 2018-19 Capital Projects
 Account #3C19-1983-58101

Presenter: Mr. Joseph Barbarotta
 (Pages #52-54)

- To approve Change Order #1 to Contract #50488B-1-2 to Tim's Enterprises, LLC, 39 Myrtle Ave., Ansonia, CT for Snow Plowing to include two additional zones to the contract for FY 18-19 with no financial impact.

Original Amount of Contract:	\$180,599.00
Change Order #1	\$0.00
Total Amount of Contract:	\$180,599.00

Funding Source: 2018-19 Operating Budget
 Account #190-47400-56662

Presenter: Mr. Joseph Barbarotta
 (Pages #55-57)

5. To approve Change Order #1 to Contract #50488C-1-2 to Lior Excavating, 129 Church Street Messanine, Unit 1, New Haven, CT for Snow Plowing to add one more zone to the contract for FY 18-19 with no financial impact.

Original Amount of Contract:	\$38,619.00
Change Order #1	\$0.00
Total Amount of Contract:	\$38,619.00

Funding Source: 2018-19 Operating Budget
Account #190-47400-56662

Presenter: Mr. Joseph Barbarotta
(Pages #58-60)

D. CONTRACTS

1. To Rescind a Multi-year Award of Contract #21547 to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Service to the New Haven Public Schools for five-years, in an amount not to exceed: Year #1 \$25,029,219.60 (FY2018-19); Year #2 - \$25,780,267.80 (FY 2019-20); Year #3 - \$26,553,578.40 (FY 2020-21); Year #4 - \$27,349,979.40 (FY 2021-22); Year #5 - \$28,170,320.40 (FY 2022-23), approved by the Board on June 25, 2018.

Presenter: Mr. Fred Till
(Pages #61)

2. To approve a **One-year extension to Contract #21199** with First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Regular and Special Education students, effective July 1, 2018 to June 30, 2019, in an amount not to exceed \$25,029,219.60, originally approved by the Board on June 25, 2018.

Funding Source: 2018-2019 Operating Budget – Pupil Transportation
Acct. #190-47100-56601

Presenter: Mr. Fred Till
(Pages #62-83)

3. To approve a **Multi-year Award of Contract #21547** to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Regular and Special Education students, for four (4) years, with two, one-year options to renew, in an amount not to exceed: Year #1 - \$25,780,267.80 (FY2019-20); Year #2 - \$26,553,578.40 (FY2020-21); Year #3 - \$27,349,979.40 (FY2021-22); Year #4 - \$28,170,320.40 (FY2022-23). **Subject to Board of Alders approval.**

Funding Source: Operating Budget – Pupil Transportation
Acct. #190-47100-56601

Presenter: Mr. Fred Till
(Pages #84-105)

4. To **Rescind** a Multi-year Award of Contract #21548 to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for Special Education School Busing Service to the New Haven Public Schools for five-years, in an amount not to exceed: Year #1 \$1,574,222.40 (FY2018-19); Year #2 - \$1,621,456.20 (FY 2019-20); Year #3 - \$1,670,094.00 (FY 2020-21); Year #4 - \$1,720,198.80 (FY 2021-22); Year #5 - \$1,771,806.60 (FY 2022-23), approved by the Board at its Special Meeting of June 25, 2018.

Presenter: Mr. Fred Till
(Pages #106)

5. To approve a **One-year extension to Contract #21198** with First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Special Ed and Out of Town students, effective July 1, 2018 to June 30, 2019, in an amount not to exceed \$1,574,222.40, originally approved by the Board on June 25, 2018.

Funding Source: 2018-2019 Operating Budget – Special Ed Transportation
Acct. #190-49400-56602
Acct. #190-49400-56607

Presenter: Mr. Fred Till
(Pages #107-127)

6. To approve a **Multi-year Award of Contract #21548** to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Special Ed and Out of District students, for four (4) years, with two, one-year options to renew, in an amount not to exceed: Year #1 - \$1,621,456.20 (FY2019-20); Year #2 - \$1,670,094.00 (FY2020-21); Year #3 - \$1,721,198.80 (FY2021-22); Year #4 - \$1,771,806.60 (FY2022-23). **Subject to Board of**

Alders approval.

Funding Source: Operating Budget – Special Ed Transportation
Acct. #190-49400-56602
Acct. #190-49400-56607

Presenter: Mr. Fred Till
(Pages #128-148)

E. RESOLUTION

1. To approve a Resolution to retire and surplus a small parcel of land located near Hill Central School as part of a land swap between the City of New Haven Board of Education and Westmount Development Group as follows:

WHEREAS, the City of New Haven (the "City") is the owner of a portion of reuse parcel A-3-B, consisting of approximately 1,686.63 square feet (the "City Property") which City Property is shown on the attached map prepared by Meehan & Goodin dated January 31, 2019 and entitled "Property/Boundary Survey Topographic Survey" (the "Map") as "PARCEL TO BE ACQUIRED BY WESTMOUNT DEVELOPMENT" a copy of which Map is attached hereto and made a part hereof; and

WHEREAS, the City Property is currently controlled by the New Haven Board of Education (the "BOE") as part of the grounds surrounding Hill Central School; and

WHEREAS, Hill Central, LLC, JGE, LLC and The JGM Realty, LLC, (collectively, "Westmount"), each of which are managed by Westmount Development Group, LLC, are the owner of a portion of reuse parcel A-3-C consisting of approximately 1,700.85 square feet (the "Westmount Property") which Westmount Property is shown on the Map as "PARCEL TO BE ACQUIRED BY THE CITY OF NEW HAVEN"; and

WHEREAS, Westmount has proposed to the BOE and the City that the City should convey the City Property to Westmount in exchange for the West Mount Property and the BOE has determined that possession of the Westmount Property would be more beneficial to the BOE than possession of the City Property.

NOW THEREFORE, BE IT RESOLVED by the New Haven Board of Education that the City Property be retired and surplused per Board of Education Policy 7113.1 so that the City may convey the same to Westmount on condition that the City simultaneously acquires the Westmount Property and designates the same as being property owned by the City for and on behalf of the New Haven Board of Education.

(Pages #149-154)

Presenters:

Mr. Frank D'Amore/Mr. Evan Trachten
City of New Haven Livable City Initiative

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: McKinney Vento Hurricane Education Relief AHCY Funds

Grant Source and Agency: CSDE

Total Amount Requested: \$28,940.00 **Due Date of Application:** 12.28. 2018

System Contact: Gemma Joseph Lumpkin/Daniel Diaz

Telephone #: 475-220-1060/475-220-1063

Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

The USDE recently awarded additional funds of Hurricane Education Recovery Assistance for the Assistance for Homeless Children and Youth (AHCY). Connecticut State Department of Education based on demonstrated need and the number of homeless children and youth enrolled as a result of displacement by a covered disaster or emergency. In turn, this grant award to the New Haven Public Schools is awarded on the basis of demonstrated need due to the number of homeless identified children and youth currently enrolled and identified as homeless during the 2017-18 school year due to hurricanes Irma, Maria Harvey. The purpose of the program is to provide financial assistance to LEA serving homeless children and youth displaced by

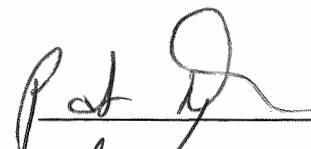

TARGET: Schools/Unit: District Wide

No. of Students: 82+ **Grade Level(s):** Pk-12

Eligibility Criteria: Identified as homeless As a Result of Hurricanes Harvey, Maria and Irma.

GRANT PERIOD:	
From: (12/28/18):	
To: (06/30/19):	
<input checked="" type="checkbox"/> New	
<input type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<hr/> <hr/>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action	
<input type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input type="checkbox"/> Competitive	
<input checked="" type="checkbox"/> Entitlement	
<input checked="" type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
Gemma Joseph Lumpkin
Daniel Diaz

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
<p>Return to: _____</p> <p>Received: _____</p> <p>Board of Education FINANCE & OPERATIONS Meeting Date <u>3/4/19</u></p> <p>Board of Education Meeting Date: <u>3/11/19</u></p> <p>Due Date to Grantor: _____</p>	<p>Grants Manager <u></u></p> <p>Finance Manager <u></u></p> <p>Human Resource Manager _____</p>

Proposed Project Title: McKinney Vento Hurricane Education Relief AHCY Funds.

Total Amount Requested: \$28,940.00

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
		Others	\$
		Stipend	\$
		Longevity	
		Employee Benefits	
		SUBTOTAL	\$

NON PERSONNEL

	COST
Supplies & Materials	\$8,071.80
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$20,000.00
Equipment	\$
Other Indirect Cost	\$868.20
Indirect Costs, if allowed	\$
TOTAL NON- PERSONEL	\$28,940.00

FIXED COSTS:

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$
Workmen's Compensation	\$
SUBTOTAL	\$
TOTAL PERSONNEL & FIXED COSTS	\$

Notes:

- 1) **Total Personnel and Non Personnel columns must equal grant total.**
- 2) **The Abstract budget must be aligned with the Grant Application budget/ED114.**
- 3) **All applications should budget for staff development (stipends) and evaluation wherever appropriate.**

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS**. **Other;** and **All Non- Personnel items.** If additional space is needed, continue to next page.

- **Independent Contractors: JUNTA For Progressive Action, (Sole Source) (\$20,000.00) to provide Before and after school/Saturday programs including early childhood home to school transition, tutorial for academic, language acquisition and cultural services, arts therapy, and support for parents among other services.**
- **Supplies & Materials - \$8,071.80 for purchase of uniforms/school supplies/backpacks.**
- **Other Indirect Cost \$868.20**

Proposed Project Title: McKinney Vento Hurricane Education Relief AHCY Funds.

Total Amount Requested: \$28,940

Proposed Grant Receiving Agency: New haven Public Schools

SECTION III: SYSTEM OBLIGATIONS

Project support from other programs: None Yes **Explain:** Title III and State Bilingual

Linkage with other programs: None Yes **Explain:** Language acquisition and academics

Local Fiscal costs (include renovation): None Yes **Explain:**

Future local personnel obligations: None Yes **Explain:**

PROJECT OR GRANT REQUIREMENTS

- Local Maintenance Replication Parent Involvement
- In-Service Training Advisory Committee Linkage w/other Programs
- Non-Public School Involved Dissemination

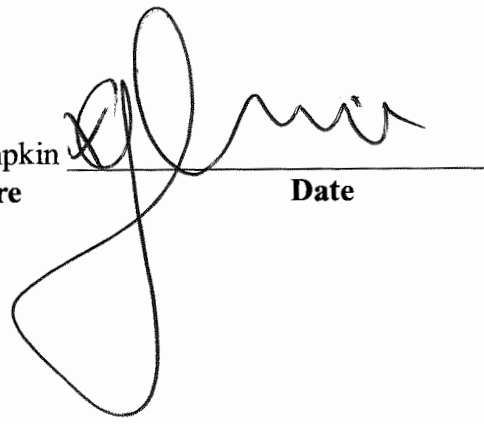
ADDITIONAL RESTRICTIONS OR CONCERNS

This program is only for students who were identified as homeless as a result of Hurricanes Harvey, Maria and Irma and continue to enrolled in the New Haven Public Schools.

SUBMITTING ADMINISTRATOR: Gemma Joseph Lumpkin

Signature

Date



VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

1. Please state specific goals for this grant or the grant period.

- Goal 1 Increase student achievement and language skills
- Goal 2 Increase student readiness for KG via before and after school
- Goal 3 Increase and strengthen language skills for bilingual student
- Goal 4 Provide families with materials, uniforms, and other school supplies

a. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:

This is a new 3 year grant cycle not a continuation grant.

2. How does this grant address School Reform goals?

The grant supports students and families in the priority areas of Academic Achievement, Culture and Climate and Family and Community Empowerment.

3. This program provides Educational access to homeless students

4. Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)

To ensure that homeless students have equal access to education and have all the needed materials and services provided to succeed academically and socially. Junta for Progressive Action has been our partner in supporting the displaced students arriving from hurricane affected areas and continues to provide culturally relevant trauma informed academic and cultural programming to students and their families.

REQUIRED:

A COPY OF THE GRANT APPLICATION MUST BE ATTACHED TO THE ABSTRACT.

New Haven Board of Education Head Start/Early Head Start Program

AGREEMENT NO. 95280153
Delegate Agency Agreement

This agreement shall commence on the first day of September, 2018 and shall continue through and including the 31st day of December, 2018 between the New Haven Board of Education and LULAC Head Start Inc. a State of Connecticut and federally recognized 501 (C)(3) non-profit corporation located at 250 Cedar Street New Haven CT 06519, hereinafter referred to as the Delegate Agency unless discontinued by agreement of the parties in written amendment prior to or after said termination date. Payments will be made from the following accounts:

2532-5280-56901	LULAC Head Start Training, PA 20	\$5,616
2532-5280-56694	LULAC Head Start, PA 22	\$355,624
2532-5652-56694	Early Head Start, PA 25	\$320,376
2532-5652-56901	Early Head Start, PA21	\$7,376

SCOPE OF SERVICES

The services to be performed by the Delegate Agency shall, in general, consist of providing comprehensive Head Start/Early Head to 174 eligible children and their families of which 10% must be children with handicapping conditions and not less than 90% must meet Head Start poverty income guidelines. Specifically, the Delegate Agency shall serve 60 children between the ages of 3-5 years for Head Start, nine 3-5 year old State funded Head Start slots and 51 infant/toddler Early Head Start slots with 8 prenatal slots.

Service delivery will include but is not limited to the following categories: early childhood education, health, mental health, nutrition, and social services and parent involvement opportunities/activities. These services must be performed in accordance with the regulation and guidelines specified in the Head Start Program Performance Standards published by the U.S. Department of Health and Human Services, as well as any regulations affecting Head Start funds established by the State of Connecticut and/or the Grantee.

EXPENDITURES/SOURCES OF FUNDING

The Grantee/Delegate Agency anticipates expenditures of \$688,992. in the performance of the terms of this agreement of which \$688,992. will be or has been furnished by the Department of Health and Human Services, Administration for Children and Families.

[Handwritten signature] 11/14/18

CONTRACT REDUCTION AND AMENDMENTS

The Grantee reserves the right to reduce the contract amount of compensation at any time in the event the federal, state or local government funding results in re-allocation of funds within the Grantee budget. A formal contract, in writing, shall not be in effect until executed by both parties of this contract. Such amendments shall be required for extensions to the final date of this contract period and to the terms and conditions specifically stated in this agreement, including but not limited to, revisions to the maximum contract payment, to the unit cost of services to the contract’s objectives, services, or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by the Grantee.

The Delegate Agency shall submit to the Grantee in writing any proposed revision to the contract and the Grantee shall notify the Delegate Agency in writing of receipt of the proposed revision or amendment. The Grantee may accept any proposal as a technical amendment and notify the Delegate Agency in writing of the same. A technical amendment shall be effective on the date approved by the funding sources, unless expressly stated otherwise.

No amendment may be made to a lapsed contract.

WORKSITES

The Delegate Agency will operate the program at the following location(s):

- 1. Name of location Fay Miller Children and Family Development Center
Address of location 250 Cedar Street New Haven, CT 06519

- 2. Name of location Mill River Center
Address of location 375 James Street New Haven, CT 06513

RECORDKEEPING AND ACCESS

The Delegate Agency shall maintain books, records, documents, program and individual services records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract.

The records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or where applicable, federal agency (ies) and Grantee. The Delegate Agency shall retain all such records concerning this contract for a period of seven (7) years after the completion and submission as to the current state of the Delegate Agency’s annual financial audit. The Delegate Agency shall also submit a monthly financial and programmatic report to the Grantee.

DEBARMENT, SUSPENSION, INELIGIBILITY

The Delegate Agency certifies that to the best of its knowledge it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal, state or city agency.

TERMINATION AND DEFAULT

If the Delegate Agency defaults or otherwise fails to comply with any of the conditions of this contract in whole or in part for cause, which shall include failure for any reason of the Delegate Agency to fulfill, in a timely and proper manner, its obligations under this contract including compliance, the Grantee may:

1. Withhold payments until the default is resolved to the satisfaction of the Grantee;
2. Temporarily or permanently discontinue services under this contract;
3. Require that unexpended funds be returned to the Grantee;
4. Assign appropriate Grantee personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Grantee;
5. Require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Grantee in order to bring the program into contractual compliance;
6. Terminate this contract;
7. Take such other actions of any nature whatsoever as may be deemed appropriate for the best interest of the Grantee or the program provided under this contract or both; or,
8. Any combination of the above actions.

The Grantee may also assign and transfer this contract when required by the DHHS/ACF. If the Delegate Agency is unwilling or unable to comply with such additional conditions as may be lawfully applied under the DHHS/ACF, the Delegate Agency shall terminate the contract by giving reasonable written notice to the Grantee signifying the effective date thereof. In such an event, the Grantee, with advice and consent from the Policy Council, will delegate activities to another Delegate Agency or to the Grantee.

In the event of any termination, all property and finished documents, data, studies and reports purchased or prepared by the Delegate Agency under this contract shall be disposed of according to DHHS/ACF directives. The Delegate Agency shall be entitled to any compensation for un-reimbursed expenses reasonably and necessarily incurred in a satisfactory performance of the contract. Notwithstanding the above, the Delegate Agency shall not be relieved of liability to the Grantee for damage sustained by the Grantee by virtue of any breach of the contract by the Delegate Agency and Grantee may withhold any reimbursements to the Delegate Agency for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Delegate Agency is agreed upon or otherwise determined.

The appeal rights of the Delegate Agency are contained in 45 CFR Part 1303 subpart C 1303.20 and 1303.21 of the code of Federal Regulations.

THE GRANTEE AND DELEGATE AGENCY WILL:

1. Grantee will conduct a formal Community Assessment every three years that will include the City of New Haven community. A final copy of the Community Assessment will be provided to the Delegate Agency (LULAC)
2. The Delegate Agency will provide the Grantee with copies of all Implementation Plans. Plans will reflect the results obtained in the Community Assessment.
3. Monitoring---The Grantee will conduct a monitoring visit of the Delegate Agency twice a year. A written report of the Grantee's findings will be provided to the Delegate Agency within 30 days of its' completion. The Delegate Agency will provide a written response within 30 days of receipt of the monitoring results that will respond to and correct any program non-compliances.
4. The Delegate Agency will provide a financial and programmatic report to the Grantee on a monthly basis
5. Self-Assessment---The Grantee and the Delegate Agency agree to participate in each other's Self-Assessment whenever possible.
6. Training---The grantee and delegate agencies will participate in each others training opportunities whenever possible and feasible.
7. Advisory Committee's---the Delegate Agency and Grantee will participate in each other's Advisory Committee's.
8. Delegate Agency will have parent representation on the Grantee's Policy Council. The Delegate Agency Policy Committee representatives will report to the Policy Council on the activities of the Delegate Agency's parent Policy Committee.
9. The Grantee will make available information on Board of Education programs for which the Delegate Agency's parents are eligible and/or may have interest; and will provide technical assistance to the Delegate Agency staff and parents on how to access and utilize such services.
10. The Delegate Agency will submit all communications, including any reportable incidents, through the grantee's director or in his or her absence, to the Superintendent of Schools.
11. Grantee and Delegate Agency will comply with the requirements of the Head Start Delegate Agency contract.

Reporting Requirements

The grantee's agencies director or his or her designee and delegate agencies director or his or her designee will submit monthly reports on the 5th of the following month to each other. The one exception to this will be the monthly financial expenditure reports. These monthly reports will list the following information:

1. The number of children actively enrolled in the program
2. The contracted enrollment slots and reasons for any vacancies
3. The number of over-income children enrolled and the percentage of the Delegate Agency's total contracted enrollment represented
4. The number of children with special needs enrolled in each program option
5. Monthly financial expenditures
6. Staff vacancies and expected dates positions will be filled

7. Up coming trainings and workshops
8. Budgetary concerns
9. Health tracking updates on the 45 to 90 days mandates
10. Issues to be addressed by Grantee/Delegate
11. Technical Assistance request
12. Community concerns
13. Achievements

Any deficits reported that require follow up will be addressed immediately and the remediation plans will be shared within 10 days.

PAYMENT AND DELIVERY TERMS

Compensation will be made through an authorized draw down request made on a semi-monthly basis, upon receipt by the Grantee of completed and accurate monthly program and financial reports as well as quarterly financial reports. Reports are due not later than the 15th day of each month.

The annual audit report is due no later than the 15th of November, 2019.

The Grantee shall provide the Delegate Agency with funds for salaries, fringe benefits, parent activity funds and other such line item expenses as seemed appropriate and the Delegate Agency will disburse said funds through its accounting system.

ESCAPE CLAUSE

It is understood and agreed that the Grantee has no independent funds apart from those identified in this contract to pay the Delegate Agency for services rendered pursuant to this agreement. The parties agree that the Grantee's liability as to all amounts and "timeliness" of payment is dependent upon and limited to the actual receipt of funds from the funding sources for the specific agreement.

PROVISION AGAINST ASSIGNMENT

The Delegate Agency may not at any time assign any responsibilities of this contract to any other person, persons or agency without prior written approval of the Grantee. The Grantee reserves the right to approve or disapprove any assignment of duties to third parties.

LITIGATION

The Delegate Agency shall provide written notice to the Grantee of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Delegate Agency to fulfill the terms and conditions of this contract, including, but not limited to financial, legal, or any other situation which may prevent the Delegate Agency from meeting its obligations under the contract.

LOBBYING

The Delegate Agency agrees to abide by state and federal lobbying laws, and further specifically agrees not to include any claim for reimbursement of any expenditures, associated with activities to influence, directly or indirectly legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

INSURANCE

The Delegate Agency will carry insurance (liability, fidelity, bonding and/or other) during the term of this contract in accordance with the nature of the work to be performed. Certificates of such insurance shall be filed with the Grantee prior to the performance of services.

MAINTENANCE OF DRUG FREE WORKPLACE

The Delegate Agency agrees that it will provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Delegate Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibitions
- 2) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a) that as a condition of employment under the grant the employee must abide by the terms of the statement and notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

The Delegate Agency must provide notice including position and title of every grant officer or other designee on whose grant activity the convicted employee was working to the Grantee.

NONRENEWAL

In the event that during the term of this contract it is cancelled, or if the Grantee does not offer the Delegate Agency a new contract for the same or similar service at expiration, the Delegate Agency will assist in the orderly transfer of clients served under this contract to a new private or state program, as applicable, and will assist in the orderly cessation of operations under this contract.

Prior to incurring expenses related to the orderly transfer or continuation of services to clients beyond the terms of the contract, the Grantee and the Delegate Agency agree to negotiate a termination agreement for expenses to be incurred related to such termination, provided such expenses will extend beyond the terms of this agreement.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

The Delegate Agency agrees that in the performance of this contract and in the composition of its governing board, it will not discriminate against any person or group or persons on the grounds of age, color, handicap, race, religion, sexual preference, or any other means in any manner prohibited by the laws of the United States of America or the State of Connecticut.

The Delegate Agency further agrees to provide the Connecticut Commission of Human Rights and Opportunities with such information as may be requested concerning employment practices; shall give preference in hiring to residents in the target area and honorably discharged veterans of the U.S. Armed Forces; shall designate a staff member as equal opportunity officer and shall have on its governing board members who are representatives of the groups served by the Delegate Agency's Head Start Program.

DELINQUENT REPORTS

The Grantee reserves the right to withhold payments for services performed under this contract if the reports are not received on time.

FACILITY STANDARDS AND LICENSING COMPLIANCE

The Grantee may refuse to make payment under the terms of this contract for services for any period of the term of the contract during which the Delegate Agency is found to have violated applicable local and state licensing, zoning, building, health and fire safety regulations, ordinances, standards and criteria of pertinent authorities unless the Delegate Agency is formally contesting the authority to require such standards, regulations, ordinances and criteria or unless the Delegate Agency has submitted a Corrective Action Plan to the Grantee and the appropriate authorities and the plan has been approved by all in writing.

CONTRACTOR


Mikyle Byrd
Executive Director

NEW HAVEN BOARD OF EDUCATION

New Haven Board of Education

11/9/18
Date

Date

22-2478707
EIN #

AGREEMENT
By And Between
The New Haven Board of Education
AND

District Management Group

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 19th day of February, 2019, effective the 25th day of February, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, District Management Group located at 133 Federal Street, Boston, MA 02110 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *District Management Group's (DMGroup) Opportunity Review will identify high-impact opportunities to improve services and equity for students with disabilities.*

- *DMGroups will perform an in-depth quantitative and qualitative analysis of current practices within New Haven Public Schools.*
- *DMGroup will gather a comprehensive understanding of the district's current approach to Special Education services (e.g. service delivery models, practices, staffing, etc.) As well as a comprehensive understanding of the district's current approach to general education intervention services (e.g. service delivery models, practices, staffing, etc.)*
- *DMGroup's will use Schedule Sharing software to provide detailed information on how staff serves students and how they allocate their time.*
- *DMGroup will establish as it relates to students with disabilities.*

Analysis of Current Practices:

- *A comprehensive initial review of services currently provided to students with (and without) special needs.*

Education will include the following:

- *Academic performance of students with special needs.*
- *Academic programming for struggling students, both general education and special education offerings.*
- *Attendance and Discipline trend.*
- *Staffing levels by type of staff and service.*
- *Staff perspectives on program effectiveness, organizational structure, professional development, and district support.*
- *Role of paraprofessionals.*
- *Numbers of students identified for special education services, by disability.*
- *The prevalence and effectiveness of serving students with disabilities in the general education setting.*

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$_____ per hours(s)/day(s) for up to a maximum of _____ hour(s)/day(s). The maximum amount the contractor shall be paid under this agreement: **Forty Thousand (\$40,000).**

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

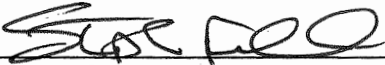
Fiscal support for this Agreement shall be by **IDEA Handicapped Account Program** of the New Haven Board of Education, **Account Number: 2504-5034-56903.**

This agreement shall remain in effect from **February 25, 2019 to June, 30 2019.**

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

Darnell Goldson, President
New Haven Board of Education

2/6/2019

Date

Date

Stephen Feller
District Management Group

Contractor Name Printed or Typed

20-0627475

Federal I.D. or Social Security Number

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Little Scientists AMENDMENT #: 1

GRANT # if applicable: N/A AGREEMENT #: 96273106

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: **21st Century Cohort XIII, 21st Century Cohort XVI** DATE: February 11, 2019

FUNDING SOURCE FOR AGREEMENT: 2579-56694,

ACCT # FOR AGREEMENT:

21st Century Cohort XIII (Columbus): 2579-6177-56694-0041: \$4,025.00

21st Century Cohort XVI (Davis): 2579-6273-56694-0009: \$6,125.00

ORIGINAL AMOUNT OF AGREEMENT: 10,150.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT:

AMOUNT OF THIS AMENDMENT: \$9,975.00 x ACTUAL OR ESTIMATE

 x INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$20,125.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: Extended School Hours Grant # 2579-5326-56694

DESCRIPTION AND NEED FOR AMENDMENT:

1. To increase the number of sessions at Columbus from 23 by 10 to 33 sessions
2. To increase the number of sessions at Davis from 35 by 9 to 44 session
3. To expand the scope of service to include 17 sessions at Truman and 21 sessions at Daniels
4. To increase funding of **\$10,150.00** by **\$9,975.00** to **(\$20,125.00)** and fund the Agreement as follows:

21st Century Cohort XIII (Columbus): 2579-6177-56694-0041: 33 sessions x \$175.00 per session (\$5,775.00)

21st Century Cohort XVI (Davis): 2579-6273-56694-0009: 44 sessions at \$175.00 per session (\$7,700.00)

Extended School Hours Grant (Truman): 2579-5326-56694-0029: 17 sessions x \$175.00 per session (\$2,975.00)

Extended School Hours Grant (Daniels) 2579-5326-56694-0013: 21 sessions x \$175.00 per session (\$3,675.00)

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Dr Heidi Gold-Dworkin
(Name)

2/11/19
(Date)

(Name)

Dr Heidi Gold-Dworkin CEO

(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT

AGREEMENT NO. 96273106

CONTRACTORS COPY

**By And Between
The New Haven Board of Education
AND
Little Scientists**

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement: 21st Century Afterschool Program

This Agreement entered into on the 23rd day of August, 2018 effective (no sooner than the day after Board of Education Approval), the 25th day of September, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Little Scientists, located at 25 Higgins St., Milford CT 06460 (herein referred to as the "Contractor").

Fiscal support for this Agreement shall come from the following accounts:

21st Century Cohort XIII (Columbus): 2579-6177-56694-0041: \$4,025.00

21st Century Cohort XVI (Davis): 2579-6273-56694-0009: \$6,125.00

SCOPE OF SERVICE:

Overview The contractor will provide 58 afterschool science sessions, with each session running for one hour and serving up to 20 students. Information on the program curriculum is attached. The sessions will be divided as follows: 23 sessions at Columbus, and 35 sessions at Davis.

II. Record Keeping Due to grant requirements, the contractor agrees to maintain daily attendance records for all program participants. The contractor agrees to maintain these records independent of any record keeping activities performed by NHPS staff and to furnish these records upon request of the Chief of Youth, Family and Community Engagement or her designee. Attendance will be submitted in the form of an Excel spreadsheet.

III. Make-up Days In the event that the program is unable to be held due to closure of the building or some other situation that prevents use of the facilities, missed days may be made up during the contract period at the discretion of the principal or their designee, provided the sessions take place outside of regular school hours.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$175.00 per session** for up to a maximum of **58 sessions**. The maximum amount the contractor shall be paid under this agreement: ten-thousand one-hundred fifty dollars and no cents (**\$10,150.00**).

Compensation will be made upon submission of an invoice which includes a detailed description of work performed, date and location of service, and attendance for each day.

This agreement shall remain in effect from September 25, 2018 to June 30, 2019.

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Dr. Heidi Gold
Contractor Signature

8/23/18
Date

[Signature]
President/
New Haven Board of Education

9/24/18
Date

Dr. Heidi Gold-Dworkin, CEO
Contractor Printed Name & Title

Revised: 7/17

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Monk Center for Academic Enrichment and Performing Arts AMENDMENT #: 2

GRANT # if applicable: 12060-22223-2017-82071-170003 AGREEMENT #: 96208162

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Improvement Grant (SIG) Troup Carryover DATE: February 25, 2019

FUNDING SOURCE FOR AGREEMENT: School Improvement Grant (SIG) Troup Carryover

ACCT # FOR AGREEMENT: 2546-6208-56694-(0015)

ORIGINAL AMOUNT OF AGREEMENT: \$30,000

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$30,000

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$30,000

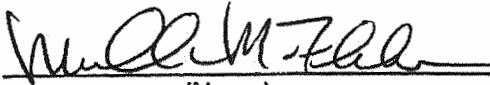
_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$30,000

FUNDING SOURCE & ACCT # FOR AMENDMENT: School Improvement Grant (SIG) Troup Carryover 2546-6208-56694-(0015)

DESCRIPTION AND NEED FOR AMENDMENT: Correct the effective start date of the contract from January 2, 2019 to September 24, 2018. Also, to correct the number of work days per week from 5 days at \$1,500 for 10 weeks per session to 3 days a week at \$1,000 a week for 15 weeks per session. Session 1 will be changed from 1/7/19 – 3/22/19 to 9/24/18 – 1/18/19 and session 2 will be changed from 3/25/19 – 6/14/19 to 2/4/19 – 5/31/19

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  2/26/19
(Name) (Date)

Executive Director / Owner
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: The Monk Center for Academic Enrichment and Performing Arts, LLC AMENDMENT #: 1

GRANT # if applicable: n/a AGREEMENT #: 96208162

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Improvement Grant (SIG Troup) DATE: February 5, 2019

FUNDING SOURCE FOR AGREEMENT: Troup School Improvement Grant 1003 G

ACCT # FOR AGREEMENT: 2546-6207-15-56694

ORIGINAL AMOUNT OF AGREEMENT: \$30,000

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 30,000

x ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0

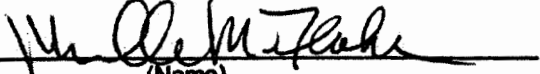
INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$30,000

FUNDING SOURCE & ACCT # FOR AMENDMENT: Troup School Improvement Grant 1003 G 25466208/56694 0028.

DESCRIPTION AND NEED FOR AMENDMENT: Change the funding source and account number from Troup School Improvement Grant 1003 G 2546-6207-15-56694 to Troup School Improvement Grant 1003 G 25466208/56694 0028 with no change in funding amount.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  2/5/19
(Name) (Date)

Owner/Director
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT NO. 96208162

AGREEMENT

**By And Between
The New Haven Board of Education
AND**

Monk Center for Academic Enrichment and Performing Arts

FOR DEPARTMENT/PROGRAM:

A.L. Troup School

This Agreement entered into on the 2nd day of January, 2019, effective the 7th day of January, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, The Monk Center for Academic Enrichment and Performing Arts, LLC located at 150 Fountain Terrace, New Haven, CT 06515 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *Brief description of service deliverables. In addition, please attach a detailed Scope of Service that describes all deliverables, locations and costs for service, including supplies, materials and travel, if applicable:*

During the months of January 2019 - June 2019 the contractor will provide services at A.L. Troup School 5 days a week for students in grades 3-8 in two 10-week sessions. The objectives are to build 21st-Century science, technology, engineering, and math skills with engaging learning materials, ignite a love for learning with an arts infused, innovative, STEM curriculum for elementary and middle school students, encourage collaboration and communication, improve critical and creative thinking, and improve social-emotional intelligence.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$1,500 per week**. The maximum amount the contractor shall be paid under this agreement: Thirty thousand dollars (\$30,000).

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Troup School Improvement Grant 1003G Program of the New Haven Board of Education, Account Number: 2546 - 6207- 15-56694

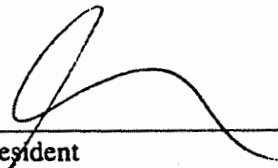
This agreement shall remain in effect from January 2, 2019 to June 30, 2019.

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.


Contractor Signature


President
New Haven Board of Education

12/18/18
Date

1/14/19
Date

Marcella Monk Flake Executive Director
Contractor Printed Name & Title

Revised: 7/17

NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: Sharon Vanghel AMENDMENT #: 1
GRANT # if applicable: 12060-22223-2017-82071-170003 AGREEMENT #: 96208161

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Improvement Grant (SIG) Troup Carryover DATE: February 25, 2019

FUNDING SOURCE FOR AGREEMENT: School Improvement Grant (SIG) Troup Carryover

ACCT # FOR AGREEMENT: 2546-6208-56694-(0015)

ORIGINAL AMOUNT OF AGREEMENT: \$30,000

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$30,000

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$30,000

_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$30,000

FUNDING SOURCE & ACCT # FOR AMENDMENT: School Improvement Grant (SIG) Troup Carryover 2546-6208-56694-(0015)

DESCRIPTION AND NEED FOR AMENDMENT: Correct the effective start date of the contract from January 15, 2019 to August 28, 2018. Also, to correct the number of work days from 300 days to 100 days

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Sharon Vanghel 2/26/19
(Name) (Date)
Literacy Consultant
(Title)

NEW HAVEN BOARD OF EDUCATION:

President (Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Sharon Vanghel

FOR DEPARTMENT/PROGRAM:
A. L. Troup School

This Agreement entered into on the 2nd day of January 2019, effective (*no sooner than the day after Board of Education Approval*), and the 15th day of January, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Sharon Vanghel located at, 96 Ken Wood Road, Milford, CT 06460 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$300 per day, for a total of 100 days.

The maximum amount the contractor shall be paid under this agreement: Thirty thousand dollars and no cents (\$30,000). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by SIG 1003g Troup **Program** of the New Haven Board of Education, **Account Number:** 2546-6208-56694 **Location Code:**0015

This agreement shall remain in effect from January 15, 2019 to June 30, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*

Facilitation and coaching on literacy curriculum with early grade, K-2 teachers at Troup, including data collection, and progress monitoring.

Exhibit A: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Sharon Vanghel
Contractor Signature

12/10/18
Date

Sharon Vanghel
Contractor Printed Name & Title
Literacy Consultant

[Signature]
President
New Haven Board of Education

1/14/19
Date

Revised: 7/17



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT A

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit A "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

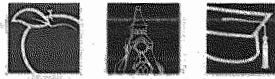
1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Ivelise Velazquez, Deputy Superintendent

Date: February 19, 2019

Re: Harvard Data Wise Project

Proposed Meeting Date: February 19, 2019

Executive Summary/ Statement:

The Harvard Data Wise Project will provide support to New Haven Public Schools as it launches Data Wise inquiry cycles with four teams and prepares principals in all schools to launch Data Wise in their own schools. Sound decision-making, based on accurate and consistent data analysis, is the cornerstone of continuous improvement. Data Wise will build capacity to that end. In spring 2019, Data Wise coaches will provide virtual technical assistance sessions to the Superintendent and the Executive Team, to a Curriculum Team, and to two school sites, serving as model sites. Coaches will also work with the district's steering team, comprised of four individuals who attended the Data Wise training at Harvard, to design two five-day workshops to take place in July and August for all principals and their school-based teams. The Data Wise inquiry cycle consists of an eight-part protocol that educators use to establish data literacy, to review learner-centered data (both student and adult data), to identify a problem of practice, and to launch and monitor an action plan to address said problem. Data Wise has been used successfully in districts across the country with diverse populations of students and in many districts in Connecticut.

Amount of Agreement: \$144,000 payable in monthly payments

Funding Source & Account #: Alliance Grant, #2547610556694

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

The District Continuous Improvement Plan outlines five major priorities and seven metrics for improvement. In some cases, district outcomes have been relatively flat over the last four to five year in which the state's Next Generation of Accountability measures have been collected and tracked. In order to make significant gains, especially in the areas of reading, mathematics and

consistent attendance for all students, the district must shore up the use of data to make sound decisions. Decisions regarding instructional practice or how to curtail chronic absenteeism will require a deep dive into data and a strong adherence to what that data indicates.

2. What **specific need** will this contractor address? The Harvard Data Wise Project will improve staff capacity to use data effectively when allocating human capital and financial resources.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:

Harvard College is the sole source provider of Data Wise.

4. What **specific skill set** does this contractor bring to the project?

Harvard's Data Wise Project has been in existence for over 10 years. The project leaders, housed in Harvard's School of Education, are experts in the field of data analysis and professional learning.

5. Is this a **new or continuation service**? This is new service.

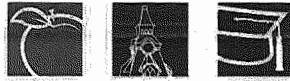
6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**

The agreement deliverables consist of a series of technical assistance sessions in which New Haven Public Schools staff will complete steps in the Data Wise inquiry cycle. Each session has a specific objective as outlined in the scope of work. Effectiveness of the contract will consist of ensuring that all sessions are completed within the timeframe that is outlined, including planning two summer sessions for principals and their teams.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? The training cannot be provided by internal staff members, since there are no certified trainers on staff.

8. Why do you believe this agreement is **fiscally sound**?

This agreement is fiscally sound because it allows for certified trainers from the Harvard School of Education's Data Wise Project to have direct access to staff on 16 different occasions with additional meetings for coordination of the summer program.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

the President and Fellows of Harvard College (“Harvard University”)

FOR DEPARTMENT/PROGRAM:

New Haven Public Schools

This Agreement entered into on the 19th day of February 2019, effective the 20th day of February 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and Harvard University located at Nichols House, 203, 7 Appian Way, Cambridge, MA 02138 (hereinafter referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$36,000 per month for 4 months, for a total of \$144,000.

The maximum amount the contractor shall be paid under this agreement: One hundred Forty-four thousand dollars (\$144,000). Compensation will be made upon monthly submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Alliance Grant of the New Haven Board of Education, **Account Number #2547610556694**.

This agreement shall remain in effect from February 20, 2019 to June 30, 2019.

SCOPE OF SERVICE:

The Harvard Data Wise Project will provide support to New Haven Public Schools as it launches Data Wise inquiry cycles with four teams and prepares principals in all schools to launch Data Wise in their own schools. In spring 2019, Data Wise coaches will provide virtual technical assistance sessions to the Superintendent and the Executive Team, to a Curriculum Team, and to two school sites, serving as model sites. Coaches will also work with the district’s core team, comprised of four individuals who attended the Data Wise training at Harvard, to design two five-day workshops to take place in July and August for all principals and their school-based teams. The Data Wise inquiry cycle consists of an eight-part protocol that educators use to establish data literacy, to review learner-centered data (both student and adult data), to identify a problem of practice, and to launch and monitor an action plan to address said problem. Data Wise has been used successfully in districts across the country with diverse populations of students and in many districts in Connecticut.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

INTELLECTUAL PROPERTY RIGHTS: The design, content and all other aspects of the two Data Wise Institute Custom Programs in New Haven and all related materials are protected by copyright, trademark and other laws. All material developed during the performance of this Agreement will be owned by the party which creates it, unless otherwise expressly agreed in writing between the parties. For clarity, Harvard University (or, as the case may be, an individual author pursuant to Harvard's intellectual property policies) owns the copyright and other rights in all aspects of HGSE's website, and in any program material developed by or for Harvard and HGSE. NHPS owns the copyright and other rights in all program materials developed by or for NHPS. Neither party may copy, modify, adapt, translate, create derivative works from, rent, loan, sell, distribute, perform, display or otherwise make available the content of any materials and presentations provided by the other party without the prior written consent of the other party through appropriate authorized individuals.

Use of Harvard Names: NHPS shall not use the name "Harvard" (alone or as part of another name, and in any language) or any logos, seals, insignia or other words, names, symbols, images or devices that identify Harvard or any Harvard school, unit, division or affiliate ("Harvard Names") for any promotional purpose in connection with the Services or this Agreement, including in any press release, public announcement, website or other advertising or publicity materials, except as expressly provided in this Agreement or the SOW, or with the prior written approval of, and in accordance with restrictions required by, Harvard. Service Provider shall not register, in any jurisdiction, any business or company name, trademark, service mark, domain name or trade name, or obtain any other type of registration, that contains or is confusingly similar to any Harvard Name. NHPS shall cease any use of Harvard Names authorized under this Agreement on the termination or expiration of this Agreement. Without limiting the foregoing, Service Provider shall not in any manner suggest that Harvard has endorsed NHPS or its products or services.

HOLD HARMLESS: Contractor agrees to indemnify and hold the Board and its affiliates, employees, faculty members, students, and agents harmless from and against any claims, losses, liabilities, damages, costs and expenses including reasonable attorneys' fees arising out of or relating to Contractor's breach or alleged breach of any warranty or other provision of this Agreement, or any other negligent or wrongful act or omission of Contractor. Neither party will enter into any settlement that admits fault on the part of the other party or requires any payment from the other party without the other party's written consent.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period (with proration based upon the service schedule as outlined in Exhibit A), as long as the Agreement was approved by the Board prior to the start date of service.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first below written.

HARVARD UNIVERSITY

NEW HAVEN BOARD OF EDUCATION

Jane Eaton

Digitally signed by Jane Eaton
Date: 2019.02.15 16:11:29
-05'00'

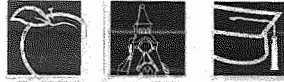
Jane Eaton, Senior Director of
Financial Administration and Planning

Darnell Goldson
President

Date

Date

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data

Revised: 10/2/18

EXHIBIT A
SCOPE OF SERVICES

Year 1: FY18- FY19

(January 2019 – June 2019)

- Planning, design, and coordination with Steering Team
- Leadership retreat and strategy sessions with Executive Team
- Coaching through Inquire Phase with Executive Team, Curriculum Team, ESUMS, Team and Clinton Ave Team
- Survey design, administration, and analysis/reporting for needs assessment
- Webinars with Principals
- Preparation for summer work, including:
 - Curriculum design and planning for summer institutes
 - Staffing and hiring of facilitators and teaching team; all travel arrangements made
 - Logistics planning for summer institutes
- All curriculum design and meeting planning for full DWNH engagement
 - Lesson plans and slide decks for all activities
 - Online resources, folders, and materials
 - Rolling agendas

The table below shows a detailed outline of the scope and sequence of Year 1 activities toward the desired outcome of planning and initial orientation and work in the New Haven Public Schools with a Steering Team, an Executive Team, all New Haven Principals, and a Model School Team. The content and curriculum for all activities will be customized to meet the needs of New Haven Public Schools based upon an intentional period for planning and needs assessment.

Steering team – District-level core team responsible for planning, coordination, and communication

Executive team - District-level team who will engage in an improvement cycle from the systems-level lens

Principals – The entire set of New Haven Principals for orientation to Data Wise (leading to summer 2019 leadership institute)

Model school teams – A team that will pilot an initial Data Wise cycle.

Curriculum team – 6 curriculum supervisors who will begin an inquiry cycle

FY18-19

When	What/Who	Services & Outcomes	Notes
<p>January - February 2019</p>	<p>Planning and Needs Assessment</p> <p>Steering team Executive team</p> <p>[If not included in above teams, strongly encourage additional direct engagement with Supt and board members]</p>	<p>Services:</p> <ul style="list-style-type: none"> ● [Jan] Facilitate initial planning meetings (virtually) with Steering Team to: <ul style="list-style-type: none"> ○ Identify/assemble teams: <ul style="list-style-type: none"> ■ Steering team responsible for planning, coordination, and communication for Data Wise work. ■ Executive team of NHPS administrators who will engage in a district-level improvement cycle focused on a problem of practice related to supporting, scaling, and sustaining Data Wise across the district for the learners they serve ■ Model teams from ESUMS and Clinton Ave that will serve as a pilot and examples for school teams across district ■ School-based teams who will learn and enact an improvement journey in their own setting ○ Explore engagement with Superintendent and Board [e.g. executive coaching, opportunities for board to join executive team and/or parts of the scope] ○ Determine/refine budget, schedule, and scope, including coaching model and staffing model to support it ○ Discuss and plan for research ● [Feb] Facilitate kick off meeting with Steering Team to: Scheduled Feb 14 at 11-1 <ul style="list-style-type: none"> ○ Begin to identify focus areas and set goals and benchmarks for district progress by end of FY18-19 and FY19-20 	<p>2 90-min planning mtgs [complete]</p> <p>2-hour kick-off meeting [2/14]</p> <p>Design, administration, and sharing of surveys for needs assessment</p>

		<ul style="list-style-type: none"> ○ Schedule/confirm times for all activities in scope ○ Plan and coordinate communications with executive team, principals, and school teams, including setting clear purpose and expectations and including any pre-work ○ Plan for surveys and needs assessments with principals and school teams ● [Plan to] Collect data and conduct needs assessment ● Additional planning meetings and coordination with steering team and/or identified logistics contact(s) as needed to prepare for on-site work <p>Outcomes:</p> <ul style="list-style-type: none"> ● Strong relationships and communication channels established between project leads for NHPS, Harvard Data Wise Project, and Koru Strategy Group ● Shared vision for what success looks like and strong understanding of project scope, timeline, participants, activities, and goals/outcomes ● [Plan for] Data from district and school teams on priorities, strengths, and challenges -- including self-assessment of Data Wise progress -- to inform content/focus of work for the year ● [Plan for] Participants receive communication and are set up with the necessary information and expectations to be successful, including pre-work ● Clear division of responsibility and plan for logistics of on-site work ● Signed contracts 	
<p>March - April 2019</p>	<p>Launch Executive Team, Curriculum Team, and Model Teams Improvement</p>	<p>Services:</p> <ul style="list-style-type: none"> ● Facilitate three sessions with Executive Team focused on 1) articulating a clear and coherent vision and a theory of action for Data Wise [3 hours on-site]; 2) identifying focus areas and setting goals and benchmarks for remaining FY18-19 	<p>1 3-hour, on-site strategy/launch sessions with Exec Team</p>

	<p>Cycles, Principal Webinars</p> <p>Participants:</p> <p>Executive team</p> <p>Principals</p> <p>Model school team</p> <p>Curriculum team</p>	<p>and FY19-20; identifying coach candidates [90-min, virtual], and 3) launching a 2019 improvement cycle from the district lens [90-min, virtual]</p> <ul style="list-style-type: none"> ● Lead two 60-minute webinars for principals as 1) an introduction and big picture overview of Data Wise, and 2) a planning session to assemble and enroll their school teams ● Facilitate planning meeting with ESUMS and Clinton Ave principals and launch meeting with school teams to launch Data Wise Improvement Journey and plan for collecting/sharing data [video and artifacts] for research, case study, and content to incorporate into district-wide workshops/institutes ● Facilitate planning and launch meetings for Curriculum Team ● Design and administer survey for principals <p>Outcomes:</p> <ul style="list-style-type: none"> ● District leadership will develop strong foundational knowledge and practices to engage in (as a team) and lead (as district leaders) collaborative data inquiry in support of NHPS’s strategic plan ● District and school leaders will be able to articulate the purpose, goals, and plan related to Data Wise New Haven and be well positioned to advocate for Data Wise as a vehicle for continuous improvement in NHPS ● Executive team, Curriculum team, and model school teams will launch their own improvement cycles ● Data from principals related to structures, practices, and approach to collaborative data inquiry and improvement 	<p>2 90-minute, virtual sessions with Exec Team</p> <p>2 60-min webinars for principals</p> <p>2 90-minute meetings with ESUMS and Clinton Ave</p> <p>2 90-minute meetings with Curriculum Supervisors</p>
<p>April - May 2019</p>	<p>Planning and Coaching</p> <p>Participants:</p>	<p>Services:</p> <ul style="list-style-type: none"> ● Facilitate two 90-minute, virtual meetings in April and May to support the steering team in the following: <ul style="list-style-type: none"> ○ Communicating the purpose, 	<p>2 90-min virtual mtgs w steering team</p>

	<p>Steering team</p> <p>Executive team</p> <p>Model school teams</p>	<p>expectations, and big picture Data Wise roadmap to all school teams, including survey and pre-work</p> <ul style="list-style-type: none"> ○ Reviewing/workshopping the institute schedule, lesson plan, and objectives for the June institute, including roles and expectations for how executive team members will participate and support the high schools ● Facilitate two 90-minute meetings in April and May to support the Executive, ESUMS, and Clinton Ave teams in enacting the key tasks for Steps 1-4 of the Data Wise Improvement Process by June <p>Outcomes:</p> <ul style="list-style-type: none"> ● All teams have clear expectations re: purpose, process, teams, and timeline and details for Data Wise and are set up for successful summer institute participation ● Data from all participants for needs assessment purposes and to inform content ● Executive Team and ESUMS Team enact Steps 1-3 and prepare for 4 ● All teams enrolled in summer institute and Data Wise in Action 	<p>2 90-min meetings for Exec Team DW Journey</p> <p>2 90-min meetings for ESUMS DW Journey</p> <p>2 90-minute meetings for Curriculum team</p>
--	--	--	---

EXHIBIT A-1

Responsibilities

HGSE will be responsible for:

- Preparation, program content and design, planning with district leaders
- Program delivery, including all instruction and facilitation, as well as associated personnel costs for teaching team of Data Wise Certified Coaches (including travel, accommodations, insurance, and compensation)
- Preparing program materials, building and maintaining the program learning platform for participants to access before, during, and after the institute
- Enrolling and keeping participant records for the institute; providing Excel template for enrollment purposes

New Haven will be responsible for:

- Providing, as needed, a suitable onsite space to accommodate all participants and HGSE personnel, and with appropriate technical capabilities, for both teaching sessions and team time
- Purchasing and distributing the required books and ensuring all teams complete the pre-work
- Providing names and required information for all participants via Excel spreadsheet by March 1, 2019
- Providing some logistical/operational support related to space and technology
- Providing name tags and name tents for all participants

New Haven Public Schools

Joseph Barbarotta
Executive Director
Facilities Services

AFB MANAGEMENT
CONSTRUCTION • FACILITIES • ENERGY



654 Ferry Street
New Haven, CT 06513
Tel. (203) 691-3901
Fax. (203)946-2495

INTEROFFICE MEMORANDUM

TO: NHPS Operations and Finance Committee
FROM: Joseph Barbarotta *JB*
Cc: John Barbarotta, J. Mazyck, L.Perez, B.Kramer
DATE: 2/22/2019
RE: Approval of Change Order #1 Contract 21565-1-2
On Call Dumpster Rental Services
MEETING DATE: 3/20/2019

For consideration and approval, of change order #1 to contract #21565-1-2 to:

All American Waste
19 Wheeler Street
New Haven, Ct. 06512

To increase to the On Call Dumpster Rental Services Contract in the amount of \$15,365.64 to provide funds for trash removal for New Haven Academy, Dr. Mayo Early Childhood and ESUMS for fiscal year 2018-19.

The funding source will be Capital Account# 3C19-1983-58101

Original Amount of Contract:	\$26,500.00
Change Order #1	\$ 15,365.64
Total Amount of Contract:	\$41,865.64

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	All American Waste	VENDOR CODE :	40702
Contractor Address	19 Wheeler Street New Haven, Ct. 06512		
CONTRACT No.:	21565-1-2	CHANGE ORDER No.:	1
		Change Order Date	3/20/2019
PROJECT NAME	New Haven Public Schools On Call Dumpster Rental Services		PROJECT No.:
CONTRACT START DATE:	July 1, 2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	190-474-00-56662	C A P O No.:	70190012-00
FUNDING SOURCE OF C. O. :	3C19-1983-58101	C A P O No.:	70190012-00
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$26,500.00	ORIGINAL AMOUNT:	\$26,500.00
AMOUNT OF THIS CHANGE ORDER	\$15,365.64	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$41,865.64	INCREASE	DECREASE <input checked="" type="checkbox"/>

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY			
CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.			
		CHIEF ADMINISTRATIVE OFFICE	DATE:
		ACCOUNTS PAYABLE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS		DATE:	DATE:

CITY OF NEW HAVEN

New Haven Public Schools


Joseph Barbarotta
Executive Director
Facilities Services

CAFÉ MANAGEMENT
CONSTRUCTION • FACILITIES • ENERGY



654 Ferry Street
New Haven, CT 06513
Tel. (203) 691-3901
Fax. (203)946-2495

INTEROFFICE MEMORANDUM

TO: NHPS Operations and Finance Committee
FROM: Joseph Barbarotta 
Cc: John Barbarotta, J. Mazyck, L.Perez
DATE: 2/22/2019
RE: Approval of Change Order #2 Contract 21568-1-2
MEETING DATE: 3/20/2019

For consideration and approval, of change order #2 to contract #21568-1-2 to:

Sports Construction
61 East Street
Plainville, Ct. 06062

In the amount of \$25,000 for Gym equipment repairs for New Haven Public Schools for services rendered for fiscal year 2018-2019 .Bleacher repairs at Cross and Career basketball backboard motor replacements, gym curtain repair at Beecher.

The funding source will be Capital Account # 3C19-1983-58101

Original Amount of Contract:	\$25,000.00
Change Order #1	\$45,000.00
Change Order #2	\$25,000.00
Total Amount of Contract:	\$95,000.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Sports Construction & Supplies LLC	VENDOR CODE :	37149
Contractor Address	61 East Street Plainville, Ct. 06062		
CONTRACT No.:	21568-1-2	CHANGE ORDER No.:	#2
		Change Order Date	3/20/2019
PROJECT NAME	Gym Equipment & Repairs		PROJECT No.:
CONTRACT START DATE:	July 1, 2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	19047400-56624	C A P O No.:	70170015-00
FUNDING SOURCE OF C. O. :	3C19-1983-58101	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$70,000.00	ORIGINAL AMOUNT:	\$25,000.00
AMOUNT OF THIS CHANGE ORDER	\$25,000.00	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$95,000.00	INCREASE	<input checked="" type="checkbox"/> DECREASE

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

#21568-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
Change order #1		
Increase is needed to provide repairs to bleachers ,backboards cables and motors , motorized curtain all life safety issues	\$45,000.00	
SUB TOTALS		
NET INCREASE / (DECREASE)	\$45,000.00	

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
.Additional bleacher repairs, scoreboard repairs, gym curtains and motors. Cross and Career backboards and bleachers.	\$25,000.00	
SUB TOTALS	\$25,000.00	
NET INCREASE / (DECREASE)	\$25,000.00	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE ___ INCREASED ___ DECREASED BY _____ DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1.)	Is this Change Order a final close-out of the Contract?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request?)	280%			
3.)	Is any part of this Change Order outside of the scope of the original bid documents?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done?	YES	X	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project?	YES		NO	x
	(If the answer to #5 above is yes, approved quotes and prices, with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices.)				

LIST OF ATTACHMENTS:

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

New Haven Public Schools

Joseph Barbarotta
Executive Director
Facilities Services

INTEROFFICE MEMORANDUM



TO: NHPS Operations and Finance Committee
FROM: Joseph Barbarotta *JB*
Cc: John Barbarotta, J. Mazyck, L.Perez,
DATE: 2/22/2019
RE: Approval of Change Order #1 Contract 21577-1-2
MEETING DATE: 3/20/2019



654 Ferry Street
New Haven, CT 06513
Tel. (203) 691-3901
Fax. (203)946-2495

For consideration and approval, of change order #1 to contract #21577-1-2 to:

Concrete Creations
281 Chapel Street
New Haven, Ct. 06513

In the amount of \$75,000.00 for equipment & services for New Haven Public Schools for services rendered at 80 Hamilton Street 654 Ferry Street. Rental equipment and labor to move warehouse out of 80 Hamilton Street breakdown warehouse metal shelving, relocate connex container full of science kits, flatbed , forklifts Similar equipment will be used to relocate the warehouse, automotive shop and trades shops from 654 Ferry Street to 103 Halleck Street. Projects are time sensitive in order to be out of leased properties by June 30,2019

The funding source will be Capital Projects 3C19-1983-58101

Original Amount of Contract:	\$25,000.00
Change Order #1	\$75,000.00
Total Amount of Contract:	\$ 100,000.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Concrete Creations	VENDOR CODE :	30752
Contractor Address	281 Chapel Street New Haven, Ct. 06513		
CONTRACT No.:	21577-1-2	CHANGE ORDER No:	1
		Change Order Date	3/20/2019
PROJECT NAME	Equipment Rental and labor costs		PROJECT No.:
CONTRACT START DATE:	July 1,2016		
CONTRACT END DATE: Prior to CO	June 30, 2017		
FUNDING SOURCE OF CONTRACT:	190-474-00-56662	CAPO No.:	70190023-00
FUNDING SOURCE OF C. O. :	3C19-1983-58101	CAPO No.:	70190023-00
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$25,000.00	ORIGINAL AMOUNT:	\$25,000.00
AMOUNT OF THIS CHANGE ORDER	\$75,000.00	ACTUAL	<input checked="" type="checkbox"/>
		ESTIMATE	<input type="checkbox"/>
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$100,000.00	INCREASE	<input checked="" type="checkbox"/>
		DECREASE	<input type="checkbox"/>

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY			
CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES

New Haven Public Schools


Joseph Barbarotta
Executive Director
Facilities Services

QAFB MANAGEMENT
CONSTRUCTION • FACILITIES • ENERGY



654 Ferry Street
New Haven, CT 06513
Tel. (203) 691-3901
Fax. (203)946-2495

INTEROFFICE MEMORANDUM

TO: NHPS Operations and Finance Committee
FROM: Joseph Barbarotta 
Cc: John Barbarotta, J. Mazyck, L.Perez,
DATE: 2/22/2019
RE: Approval of Change Order #1 Contract 50488B-1-2
MEETING DATE: 3/20/2019

For consideration and approval, of change order #1 to contract #50488B-1-2 to:

Tim's Enterprises, LLC.
39 Myrtle Avenue
Ansonia, Ct, 06401

Added zones 45 and 46 to the contract. Increase in funding is not necessary unless total amount of snowfall removal for fiscal year 2018-2019 exceeds \$180,599.00.

The funding source will be General Funds Operating Account # 190-474-56662

Original Amount of Contract:	\$180,599.00
Change Order #1	\$ 0
Total Amount of Contract:	\$180,599.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Tim's Enterprises LLC.	VENDOR CODE :	46417
Contractor Address	39 Myrtle Avenue Ansonia, CT 06401		
CONTRACT No.:	50488B-1-2	CHANGE ORDER No:	1
		Change Order Date	3/20/2019
PROJECT NAME	Snow Plowing New Haven Public Schools		PROJECT No.:
CONTRACT START DATE:	November 1, 2018		
CONTRACT END DATE: Prior to CO	May 1, 2019		
FUNDING SOURCE OF CONTRACT:	190-474-00-56662	C A P O No.:	70170126
FUNDING SOURCE OF C. O. :	190-474-00-56662	C A P O No.:	70170126
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$180,599.00	ORIGINAL AMOUNT:	\$180,599.00
AMOUNT OF THIS CHANGE ORDER	\$0	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$180,599.00	INCREASE	<input checked="" type="checkbox"/> DECREASE

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY			
CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

#50488B-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Additional snow removal for fiscal year 2018-2019 added zones 45,46.	\$0	-
SUB TOTALS	\$0	-
NET INCREASE / (DECREASE)	\$180,599.00	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE ___ INCREASED ___ DECREASED BY _____ DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS :

1.)	Is this Change Order a final close-out of the Contract ?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount? (If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request?)	YES		NO	X
3.)	Is any part of this Change Order outside of the scope of the original bid documents?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done?	YES		NO	X
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project? (If the answer to #5 above is yes, approved quotes and prices, with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices.)	YES		NO	X

LIST OF ATTACHMENTS:

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

New Haven Public Schools


Joseph Barbarotta
Executive Director
Facilities Services

AFB MANAGEMENT
CONSTRUCTION • FACILITIES • ENERGY



654 Ferry Street
New Haven, CT 06513
Tel. (203) 691-3901
Fax. (203)946-2495

INTEROFFICE MEMORANDUM

TO: NHPS Operations and Finance Committee
FROM: Joseph Barbarotta 
Cc: John Barbarotta, J. Mazyck, L.Perez,
DATE: 2/22/2019
RE: Approval of Change Order #1 Contract 50488C-1-2
MEETING DATE: 3/20/2019

For consideration and approval, of change order #1 to contract #50488C-1-2 to:

Lior Excavating
129 Church Street Mezzanine Unit#1
New Haven, CT. 06410

Added zone 44 to the contract. Increase in funding is not necessary unless total amount of snowfall removal for fiscal year 2018-2019 exceeds \$38,619.00

The funding source will be General Funds Operating Account # 190-474-56662

Original Amount of Contract:	\$38,619.00
Change Order #1	\$ 0
Total Amount of Contract:	\$38,619.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Lior Excavating	VENDOR CODE :	55872
Contractor Address	129 Church Street Mezzanina Unit #1 New Haven, Ct. 06410		
CONTRACT No.:	50488C-1-2	CHANGE ORDER No:	1
		Change Order Date	3/20/2019
PROJECT NAME	Snow Plowing New Haven Public Schools		PROJECT No.:
CONTRACT START DATE:	November 1, 2016		
CONTRACT END DATE: Prior to CO	May 1, 2017		
FUNDING SOURCE OF CONTRACT:	190-474-00-56662	CAPO No.:	70170125
FUNDING SOURCE OF C. O. :	190-474-00-56662	CAPO No.:	70170125
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$38,619.00	ORIGINAL AMOUNT:	\$38,619.00
AMOUNT OF THIS CHANGE ORDER	\$0	ACTUAL	<input checked="" type="checkbox"/>
		ESTIMATE	<input type="checkbox"/>
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$38,619.00	INCREASE	<input checked="" type="checkbox"/>
		DECREASE	<input type="checkbox"/>

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY			
CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

#50488C-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Additional zone #44 snow removal for fiscal year 2018/19	\$0	-
SUB TOTALS	\$0	-
NET INCREASE / (DECREASE)	\$0	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE ___ INCREASED ___ DECREASED BY _____ DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS :

1.)	Is this Change Order a final close-out of the Contract ?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount? (If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request?)	YES		NO	X
3.)	Is any part of this Change Order outside of the scope of the original bid documents?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done?	YES		NO	X
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project? (If the answer to #5 above is yes, approved quotes and prices, with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices.)	YES		NO	X

LIST OF ATTACHMENTS:

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

MEMORANDUM

To: Finance and Operations Committee

From: Fred Till, Transportation, Interim Director of Transportation

Re: F&O Agenda Item Request/Approval –Contracts with First Student for Regular and Special Ed. School Transportation

Meeting Date: March 4, 2019

Approval is requested to **Rescind** a Multi-year Award of Contract #21547 to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Service to the New Haven Public Schools for five-years, in an amount not to exceed: Year #1 \$25,029,219.60 (FY2018-19); Year #2 - \$25,780,267.80 (FY 2019-20); Year #3 - \$26,553,578.40 (FY 2020-21); Year #4 - \$27,349,979.40 (FY 2021-22); Year #5 - \$28,170,320.40 (FY 2022-23), approved by the Board on June 25, 2018.

Approval is requested for a **One-year extension to Contract #21199** with First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Regular and Special Education students, effective July 1, 2018 to June 30, 2019, in an amount not to exceed \$25,029,219.60, originally approved by the Board on June 25, 2018.

Funding Source: *2018-2019 Operating Budget – Pupil Transportation
Acct. #190-47100-56601*

Approval is requested for a **Multi-year Award of Contract #21547** to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Regular and Special Education students, for four (4) years, with two, one-year options to renew, in an amount not to exceed: Year #1 - \$25,780,267.80 (FY2019-20); Year #2 - \$26,553,578.40 (FY2020-21); Year #3 - \$27,349,979.40 (FY2021-22); Year #4 - \$28,170,320.40 (FY2022-23). **Subject to Board of Alders approval.**

Funding Source: *Operating Budget – Pupil Transportation
Acct. #190-47100-56601*



CITY OF NEW HAVEN
BUREAU OF PURCHASES

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr
Purchasing Agent

Fiscal Year 2018/2019

May 30, 2018

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 #	21199 Renewal
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:	\$25,029,219.60
Vendor Number:	28268	Contract Term:	July 1, 2018-June 30, 2019

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 # 21199 Renewal
PROJECT NAME : NHPS Regular and Special Ed Busing
BID OPENING DATE: May 2, 2013
DATE AWARDED: May 30, 2018
VENDOR NAME: Furst Student, Inc

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

AGREEMENT

THIS AGREEMENT made as of this 1st day of JULY , 2018 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 Twenty Five Million Twenty Nine Thousand Two Hundred Nineteen Dollars and Sixty Cents (\$25,029,219.60) 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: : **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, through any cause not the fault of the City, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In the event of such 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 agree that they waive a trial by jury as to any and all claims, causes of action, or disputes against the City arising out of this Agreement. 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.

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:		
Witness:		
		(written signature)
		(title of person signing above)

CERTIFICATE OF CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Contractor in this Agreement; that _____ who signed the Agreement on behalf of the Contractor is the _____ 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

(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:		
ATTEST:		
		Mayor City of New Haven New Haven, CT 06510

BID SPECIFICATIONS

Bus Transportation

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 Renewal Contract shall be for service from July 1, 2018 through June 30, 2019. 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.

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.

July 1, 2018 through June 30, 2019 for Type I School Buses, Type II School buses, Type I Lift Vehicles, Type II Lift Vehicles and 9 passenger Vans

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. from July 1, 2018 through January 31, 2019. Thereafter, 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 1a.m. and 1p.m. to 6:00p.m. to accommodate children in wheelchairs and on crutches or using walkers.

Approximately 234 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 (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 2018-2019 school year, Contractor shall bring in a total of sixty-five (65) vehicles. Fifty (50) of the sixty-five (65) vehicles will be propane vehicles from California, which will run for the full five (5) years of this Agreement, but the parties acknowledge that due to the timing of negotiations of this Agreement, the fifty (50) propane buses from California will not be delivered at the start of this Agreement. Contractor shall not be considered in default and shall use its best efforts to timely deliver the vehicles. Board shall not assess any liquidated damages related to the timing of delivery of the 50 (fifty) propane buses. The remaining fifteen (15) vehicles will be new units. This fleet configuration shall result in \$310,000 savings for the Board and shall be credited equally on Contractor's monthly invoices during the 2018-2019 school year.

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-nine (349) buses, consisting of three hundred and thirty-three (333) Regular school buses and sixteen (16) 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.

Attached hereto as Exhibit A is a schedule of the Summer School busing provided to the Board by the Contractor between July 1, 2018 (the "Summer Transportation"), which schedule includes the days of service, number of vehicles utilized and rate per bus.

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 #			21199			
Contractor			First Student, Inc			
Contractor Contact			Paul DeMaio			
Telephone			203-772-0626			
1	Cost per Type I Bus per day /10 hours	33	daily	\$505.0400		\$16,666.32
2	Cost per Type I Lift Vehicle/10 hours	3	daily	\$508.0100		\$1,524.03
3	Cost per Type II Bus per day/6 hours	64	daily	\$387.2200		\$24,782.08
4	Cost per Type II Lift Vehicle/6 hours	11	daily	\$399.5100		\$4,394.61
5	Cost per Type I Bus per day/6 hours	221	daily	\$397.8900		\$87,933.69
6	Cost per Type I Lift Vehicle/6 hours	2	daily	\$400.9500		\$801.90
7	Cost per Type II Bus per day/5 hours	7	daily	\$370.7200		\$2,595.04
8	Cost per 9-Passenger Van/6 hours	1	daily	\$353.5500		\$353.55
9	Overtime /per hour	1	hour	\$48.5100		\$48.51
10	Bus Aides/per hour	1	hour	\$37.7900		\$37.79
	Total 2018-2019					\$139,137.52

Total Value of this renewal is \$25,029,219.60



**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 Regular and Special Ed Busing
Contract Number: 21199

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

May 30, 2018

Date



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 ____ day of _____, 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 (90) days 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:		
Witness:		
		(written signature)
		(title of person signing above)

CERTIFICATE OF CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Contractor in this Agreement; that _____ who signed the Agreement on behalf of the Contractor is the _____ 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

(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:		
ATTEST:		
		Mayor City of New Haven New Haven, CT 06510

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.
- 11.

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 1 1 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 1a.m. and 1p.m. to 6:00p.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 (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 2018-2019 school year, Contractor shall bring in a total of sixty-five (65) vehicles. Fifty (50) of the sixty-five (65) vehicles will be propane vehicles from California, which will run for the full five (5) years of this

Agreement, but the parties acknowledge that due to the timing of negotiations of this Agreement, the fifty (50) propane buses from California will not be delivered at the start of this Agreement. Contractor shall not be considered in default and shall use its best efforts to timely deliver the vehicles. Board shall not assess any liquidated damages related to the timing of delivery of the 50 (fifty) propane buses. The remaining fifteen (15) vehicles will be new units. This fleet configuration shall result in \$310,000 savings for the Board and shall be credited equally on Contractor's monthly invoices during the 2018-2019 school year.

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 2019-2020 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

MEMORANDUM

To: Finance and Operations Committee

From: Fred Till, Transportation, Interim Director of Transportation

Re: F&O Agenda Item Request/Approval –Contracts with First Student for Special Ed and Out of District Transportation

Meeting Date: March 4, 2019

Approval is requested to **Rescind** a Multi-year Award of Contract #21548 to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for Special Education School Busing Service to the New Haven Public Schools for five-years, in an amount not to exceed: Year #1 \$1,574,222.40 (FY2018-19); Year #2 - \$1,621,456.20 (FY 2019-20); Year #3 - \$1,670,094.00 (FY 2020-21); Year #4 - \$1,720,198.80 (FY 2021-22); Year #5 - \$1,771,806.60 (FY 2022-23), approved by the Board at its Special Meeting of June 25, 2018.

Approval is requested for a **One-year extension to Contract #21198** with First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Special Ed and Out of Town students, effective July 1, 2018 to June 30, 2019, in an amount not to exceed \$1,574,222.40, originally approved by the Board on June 25, 2018.

Funding Source: *2018-2019 Operating Budget – Special Ed Transportation*
Acct. #190-49400-56602
Acct. #190-49400-56607

Approval is requested for a **Multi-year Award of Contract #21548** to the sole bidder, First Student, Inc., 140 Middletown Ave., New Haven, CT, for School Bus Transportation Services to the New Haven Public Schools' Special Ed and Out of District students, for four (4) years, with two, one-year options to renew, in an amount not to exceed: Year #1 - \$1,621,456.20 (FY2019-20); Year #2 - \$1,670,094.00 (FY2020-21); Year #3 - \$1,721,198.80 (FY2021-22); Year #4 - \$1,771,806.60 (FY2022-23). **Subject to Board of Alders approval.**

Funding Source: *Operating Budget – Special Ed Transportation*
Acct. #190-49400-56602
Acct. #190-49400-56607



CITY OF NEW HAVEN
BUREAU OF PURCHASES

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr
Purchasing Agent

Fiscal Year 2018/2019

May 30, 2018

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 #	21198 Renewal
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:	\$1,574,222.40
Vendor Number:	28268	Contract Term:	July 1, 2018--June 30, 2019

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 # **21198 Renewal**
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 ____ day of _____, 20__ 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 One Million, Five Hundred Seventy Four Thousand Two Hundred Twenty Two Dollars and Forty Cents (\$1,574,222.40) 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 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 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, through any cause not the fault of the City, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In the event of such 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 twenty-one (21) days 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 agree that they waive a trial by jury as to any and all claims, causes of action, or disputes against the City arising out of this Agreement. 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.

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	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:		
Witness:		
		(written signature)
		(title of person signing above)

CERTIFICATE OF CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Contractor in this Agreement; that _____ who signed the Agreement on behalf of the Contractor is the _____ 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

(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:	
ATTEST:	
	Mayor City of New Haven New Haven, CT 06510

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 3rd**, at **11:00 a.m.**, Board of Education conference room, 2nd floor, 54 Meadow 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 February 6th, 2007. No questions will be accepted after that date. Written responses will be posted under this solicitation heading on the Bureau of Purchases web site: www.cityofnewhaven.com/purchasing.

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 five years of service from July 1, **2013** through June 30, **2018** with two one year optional years. 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

(100%) of the estimated annual contract to guarantee the faithful performance of the Contract. 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.

A determination on the acceptance of the Performance Bond, ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

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 1 Type 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 (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.

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.

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

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 following schedule of damages:

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 that 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. Inclement Weather: No deduction shall be made in the event of delays due to inclement weather beyond the 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.

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.

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 #				21198 Renewal		
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	\$507.2600	0	\$1,014.52
2	7Passenger Van /6 hrs /	15	daily	\$482.2600	0	\$7,233.90
3	Type II Lift Vehicle /6hrs /	1	daily	\$497.2600	0	\$497.26
Total 2018-2019						\$8,745.68
4	Type II lift- wheel chair capacity of 3 for 6hrs	2	daily	\$522.4800	0	\$1,044.96
5	7Passenger Van /6 hrs /	15	daily	\$496.7300	0	\$7,450.95
6	Type II Lift Vehicle /6hrs /	1	daily	\$512.1800	0	\$512.18
Total 2019-2020						\$9,008.09

TOTAL CONTRACT AWARD IS UP TO \$1,574,222.40



**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: 21198 Renewal

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

May 30, 2018
Date



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 **200 ORANGE STREET**

BID OPENING DATE: May 3, 2018 **NEW HAVEN, CONNECTICUT 06510**

DATE AWARDED: May 30, 2018 **TELEPHONE (203) 946-8201**

VENDOR NAME: First Student, Inc. **FAX (203) 946-8206**

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ 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 (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:		
Witness:		
		(written signature)
		(title of person signing above)

CERTIFICATE OF CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Contractor in this Agreement; that _____ who signed the Agreement on behalf of the Contractor is the _____ 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

(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:		
ATTEST:		
		Mayor City of New Haven New Haven, CT 06510

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. 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

(100%) of the estimated annual contract to guarantee the faithful performance of the Contract. 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.

A determination on the acceptance of the Performance Bond, ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

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 (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.

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.

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

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 following schedule of damages:

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. Inclement Weather: No deduction shall be made in the event of delays due to inclement weather beyond the 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.

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.

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.



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

To: Finance and Operations Committee

From: Carol D. Birks, Superintendent
Frank D'Amore, LCI
Evan Trachten, LCI

Re: F&O Agenda Item Request/Approval of Resolution re swap land at Hill Central

Meeting Date: March 4, 2019

Approval is requested for a Resolution to retire and surplus a small parcel of land located near Hill Central School as part of a land swap between the City of New Haven Board of Education and Westmount Development Group:

This is a swap of 2 small parcels of land (about 1700 sf each) between the City (portion of BOE land behind Hill Central) with the redevelopers of the Hill Central Community Cooperative (their portion of land will essentially replace the City-owned piece) , a 72-unit complex of elderly, Section 8 subsidized townhomes on Button, Putnam, Portsea, and Dewitt streets and Washington and Howard avenues (adjacent to both Roberto Clemente Leadership Academy and Hill Central School). The planned redevelopment will increase the number of units in the complex to 114 and add some market-rate apartments, but the majority of the units will continue to be subsidized.

By looking at the site plan map (near left hand side of map titled "Hill Central Revitalization"), you can see the swap better squares off the Cooperative property and gives the BOE back a slightly larger piece of land that is closer to the Hill Central School building.

See resolution, map and site plan attached.



MEMORANDUM

DATE: FEBRUARY 6, 2019

RE: LAND SWAP BETWEEN HILL CENTRAL, LLC AND THE CITY OF NEW HAVEN/BOARD OF EDUCATION

Hill Central, LLC is an affordable housing development located in New Haven's Hill neighborhood adjacent to Hill Central School. Hill Central, LLC and Westmount Development Group are embarking on a redevelopment plan for the property that demolishes and replaces the existing units with new units.

The shared property line between the school and Hill Central, LLC is an odd "Z" shape. Hill Central, LLC would like to swap triangular pieces of land with the City/BOE leaving a straight property line as opposed to the current "Z" shape. The swap will benefit the school by providing more area around the often used playground and benefit Hill Central, LLC with parking plans for the new development.

The areas land to be swapped are almost equal in size, Hill Central will be giving a 1,700sf parcel and the City/BOE would be giving a 1,666sf parcel. The swap would be an even exchange with no monetary compensation to either side.

Attached is a map of the area showing the proposed property line and the areas to be swapped. Please let me know if you have any questions.

Thank you,

Rick Ross
Managing Member

Westmount Development Group, LLC • Westmount Management, Inc.

36 Park Place • Box 719 • Branford, CT 06405 • PH: 203.483.4375 • FAX: 203.483.4376 • www.westmountmgmt.com

RESOLUTION OF THE NEW HAVEN BOARD OF EDUCATION CONCERNING CERTAIN PORTIONS OF THOSE PARCELS OF LAND SITUATED CLOSE TO HILL CENTRAL SCHOOL AND KNOWN AS REUSE PARCEL A-3-B AND REUSE PARCEL A-3-C

WHEREAS, the City of New Haven (the “City”) is the owner of a portion of reuse parcel A-3-B, consisting of approximately 1,686.63 square feet (the “City Property”) which City Property is shown on the attached map prepared by Meehan & Goodin dated January 31, 2019 and entitled “Property/Boundary Survey Topographic Survey” (the “Map”) as “PARCEL TO BE ACQUIRED BY WESTMOUNT DEVELOPMENT” a copy of which Map is attached hereto and made a part hereof; and

WHEREAS, the City Property is currently controlled by the New Haven Board of Education (the “BOE”) as part of the grounds surrounding Hill Central School; and

WHEREAS, Hill Central, LLC, JGE, LLC and The JGM Realty, LLC, (collectively, “Westmount”), each of which are managed by Westmount Development Group, LLC, are the owner of a portion of reuse parcel A-3-C consisting of approximately 1,700.85 square feet (the “Westmount Property”) which Westmount Property is shown on the Map as “PARCEL TO BE ACQUIRED BY THE CITY OF NEW HAVEN”; and

WHEREAS, Westmount has proposed to the BOE and the City that the City should convey the City Property to Westmount in exchange for the West Mount Property and the BOE has determined that possession of the Westmount Property would be more beneficial to the BOE than possession of the City Property.

NOW THEREFORE, BE IT RESOLVED by the New Haven Board of Education that the City Property be retired and surplused per Board of Education Policy 7113.1 so that the City may convey the same to Westmount on condition that the City simultaneously acquires the Westmount Property and designates the same as being property owned by the City for and on behalf of the New Haven Board of Education.

NEWMAN ARCHITECTS NEWMAN ARCHITECTS, LLC 300 WAVERLY NEW HAVEN, CT 06511 203.773.1988 FAX 203.773.1997 www.newmanarchitects.com <small>NEWMAN ARCHITECTS, LLC IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, OR DISABILITY. WE ARE AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, OR DISABILITY. WE ARE AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER.</small>	NOT FOR CONSTRUCTION
	WESTMOUNT DEVELOPMENT GROUP WESTMOUNT DEVELOPMENT GROUP BRANFORD, CT 06405 T. 203.483.3475
	LANDSCAPE ARCHITECT LANDSCAPE ARCHITECTS 1000 WASHINGTON AVENUE NEW HAVEN, CT 06511 T. 203.962.5771
	CIVIL ENGINEER LANDSCAPE ARCHITECTS 1000 WASHINGTON AVENUE NEW HAVEN, CT 06511 T. 203.962.5771
	STRUCTURAL ENGINEER HANCOCK ENGINEERING ASSOCIATES 1000 WASHINGTON AVENUE BRANFORD, CT 06405 T. 203.481.8650
	MEP ENGINEER BEI, LLC 80 WASHINGTON INDUSTRIAL ROAD WALLINGFORD, CT 06492 T. 203.647.4410
	SUSTAINABILITY HOME ENERGY TECHNOLOGIES 1000 WASHINGTON AVENUE CHESTER, CT 06412 T. 878.808.8442
	REVISIONS
	HILL CENTRAL REVITALIZATION
	NEW HAVEN, CT 06519
PROJECT NUMBER Project Number	
Overall Site	
DATE 04/10/18	
DRAWN BY Author	
SCALE 1" = 50'-0"	
ARCH	
A1.01	



PROPOSED SITE PLAN - OPTION M1
 4/10/18
 F - 1027



PARCEL A

- 3 BEDROOM 12 UNITS
- TOTAL 12 UNITS

PARCEL B

- 2 BEDROOM 2 UNITS
- 3 BEDROOM 24 UNITS
- TOTAL 26 UNITS

PARCEL C

- 2 BEDROOM 7 UNITS
- 3 BEDROOM 7 UNITS
- TOTAL 14 UNITS

PARCEL D

- 1 BEDROOM 24 UNITS
- 2 BEDROOM 8 UNITS
- 3 BEDROOM 18 UNITS
- 4 BEDROOM 4 UNITS
- TOTAL 64 UNITS

MASTER PLAN

NEWMAN ARCHITECTS

WESTMOUNT

