

SERVICE AGREEMENT
RFP No. 6842
for
Student Bus Transportation Services
Regular Education Bus Transportation Services
between
The City of Waterbury, Connecticut
and
Durham School Services, Limited Partnership

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and Durham School Services, Limited Partnership, located at 2601 Navistar Drive, Lisle, Illinois, 60532, a State of Delaware duly registered limited partnership ("Durham").

WHEREAS, Durham submitted a proposal to the City responding to Request for Proposal No. 6842 for Student Bus Transportation Services; and

WHEREAS, the City accepted Durham's proposal for RFP No. 6842; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Durham shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals necessary to complete the Services as specified in this Agreement (also referred to herein as "Agreement") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Durham shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete. This Agreement contemplates a minimum of 181 operating days per school year. During adverse weather conditions the Board of Education or its Agent, shall determine when school shall be physically in session (in person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed on the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days.

1.1 Services to be Provided. The Services shall consist of Student Bus Transportation Services, Regular Education Bus Transportation Services as provided below and as shown on "**Attachment A**" attached hereto and hereby made material provisions of this Contract. The Services shall include the following:

1.1.1. Durham shall provide regular daily transportation AM/PM buses as required, supplying at least 125 school buses;

- 1.1.2. Durham shall provide additional or delete buses, as required by the City, from the 125 school buses during the term or for summer school as required by the City;
- 1.1.3. Durham shall provide school buses for early dismissal/split dismissal as required by the City;
- 1.1.4. Durham shall provide school buses for Athletics, co-curricular, extra-curricular activities, Allied Health Program, Technical Ed Program, Field Trips or other Student Activities (in and out of town) as required by the City;
- 1.1.5. Durham shall provide school buses for all after school programs not covered in 1.1.4 above as required by the City;
- 1.1.6. Durham shall provide daily round trip transportation of students from their homes to Southington High School, V.O.A.G. program, Southington, Ct. and return to their home, as required by the City;
- 1.1.7. Bus Aids (Optional) as may be required by the City.
- 1.1.8. All buses and vehicles

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

Attachment A shall consist of the following:

- 1.2.1 City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, consisting of 65 pages, excluding Sample City Contract, (attached hereto);
- 1.2.2 City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services Addendum #1 to RFP No. 6842 consisting of 4 pages (attached hereto);
- 1.2.3 Durham's Revised "Pricing Proposal Form" for RFP #6842 dated March 26, 2021 consisting of 1 pages (attached hereto);
- 1.2.4 Durham's response to City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, dated February 22, 2021, excluding Durham's Clarifications to RFP and Clarifications to Professional Service Agreement (incorporated by reference);
- 1.2.5 Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of Contract (incorporated by reference);

- 1.2.6 Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated by reference);
- 1.2.7 Performance and Payment Bonds (incorporated by reference);
- 1.2.8 Certificate(s) of Insurance (incorporated by reference);
- 1.2.9 All applicable Federal, State and local statutes, regulations, charter and ordinances;
- 1.2.10 All permits and licenses.

2. **Durham Representations Regarding Qualification and Accreditation.** Durham makes the following representations:

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

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

3. **Responsibilities of Durham.**

3.1 **Confidentiality/non/Disclosure**

All data, information, etc. given by the City to Durham and/or created by Durham created or produced in conjunction with the performance of the Services shall be treated by the Durham as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing the Services under this agreement. Durham agrees to hold in confidence all files, records, documents and other information which may come into its possession during the Term of this Agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, in the event that Durham is requested or required by applicable law, regulation or legal process, including but not limited to the body of law established by the Freedom of Information Act, to disclose any City data or information. Durham shall make such disclosure, but only after it provides written notice to the City of the existence, terms and circumstances surrounding such request or obligation so that the City may take steps to seek an appropriate protective order or otherwise

resist or narrow such requests or requirement. Further, Durham shall have the right to disclose City data or information to its attorneys or accountants on a need-to-know basis.

3.2 Performance Criteria

The parties agree that the provision of school transportation services is a high visibility, highly sensitive program which seriously impacts public perception of Waterbury Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which Waterbury Schools may suffer as a result of poor service. Damages may be assessed should any of the scope of services be violated in the manner or nature as listed. In the event the specific violation is not delineated, damages shall not exceed \$100 per occurrence. Therefore the parties agree that failure by Durham to provide services as outlined herein, during the term of this contract will result in the City, assessing against Durham as performance damages and not by way of penalty, the following schedule of assessment:

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

3.2.2 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 \$100.00 shall be made for each incident, each day.

3.2.3 Inclement Weather: No deduction shall be made in the event of delays due to inclement weather beyond Durham's control.

In the event that service is interrupted on any regular school route for any reason, Durham 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 (City) or 30 minutes (out of City limits) of notification by driver. Durham must notify the school involved and the City's Transportation liaison immediately. Failure to comply with this paragraph will result in an invoice deduction of \$100.00 per incident

3.2.4 Failure to Follow Route: If Durham fails to follow the vehicle route as designated by the City this will result in an invoice deduction of \$100.00 per incident.

3.2.5 Any incident in which a student is left on a bus unattended after the route is completed will result in a deduction of \$1500.00 per incident.

3.2.6 Accident Reports: If Durham fails to provide accident reports as required it will be considered failure to perform satisfactorily and a deduction of

\$500.00 per incident/per day shall be taken from the invoice payment to Durham.

3.2.7 Pick-Up and Drop-off Point: If Durham fails to provide transportation to the designated pick-up or drop-off point as required it will be considered failure to perform satisfactorily and a deduction of \$100.00 per incident shall be taken from the invoice payment to Durham.

3.2.8 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 Durham.

3.2.9 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 Durham.

3.2.10 Monitors: Durham's failure to allow the monitor 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 \$100.00 per incident shall be taken from the invoice payment to Durham.

3.2.11 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.

3.2.12 Application of Performance Damages: Durham may have performance damages applied in succession. For example, if a driver starts a route fifteen (15) minutes before schedule a deduction of \$100.00 will be taken; if the driver also changes the order of the route or forgets to pick up a designated stop on the same route an additional \$100.00 will be taken.

3.2.13 All buses and vehicles used for the Services shall be 2016 buses and vehicles, or newer.

3.2.14 Pick-up and Drop offs Timeline: If at any time a student is dropped off at school more than thirty (30) minutes prior to the school starting time or more than fifteen (15) minutes after the close of school, this shall be deemed a default and a deduction of twenty five dollars (\$25) will be deducted per school bus incident.

3.3 In the first thirty (30) days of the school year, no performance damages shall be assessed if the performance failure arose out of the route in of the new school year.

3.4 Within Five (5) business days of the performance failure and occurrence of an event giving rise to a performance or liquidated damage claim, the District shall notify, in writing, Durham's General Manager (of the Contractor location that performs the services), and in a form of notice acceptable to Durham's General Manager (email is acceptable) of the occurrence. Notice shall include specifics of the occurrence,

including the date of the occurrence and sufficient description of the occurrence in reference to the contract provision allowing for the assessment of liquidated damage. The assessment of the liquidated damages shall be made within 31 business days following the written notice to Durham.

3.5 Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. The standard of care and skill for all services performed by Durham shall be that standard of care and skill ordinarily used by other members of Durham's profession practicing under the same or similar conditions at the same time and in the same locality. The Durham's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by Durham, or otherwise required, during the

performance of its Services, the sole responsibility for any modification, delay and cost of such changes shall reside with Durham;

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

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

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

3.8 Reporting Requirement. Durham shall deliver periodic written reports to the City's Department of Education. The reports shall include accident reports, incident reports, disciplinary reports, vehicle inspection reports, fuel reports based on deliveries. Each report shall be signed by the Contractor's General Manager. The content of the Report(s) will be determined by the City's Department of Education.

NOTE: Durham's failure to deliver any report required herein shall be deemed a material breach of this contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach including assessment of damages, as set forth herein.

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

5. Term. The term of this contract shall be for a five (5) year term from July 1, 2021 through June 30, 2026. Durham shall commence all work and services required under this agreement on July 1, 2021 and shall complete all work and services required under this agreement on June 30, 2026.

6. Compensation. The City shall compensate Durham for satisfactory provision of all of the goods and services set forth in this agreement as follows:

6.1 Fee. The fee payable to Durham shall not exceed FORTY-SIX MILLION SIX HUNDRED FIVE THOUSANDS EIGHT HUNDRED THIRTY-FIVE DOLLARS AND 99/100 cents (\$46,605,835.99) for the entire term of this contract; with the basis of payment as stated in Attachment A, Durham's Revised Pricing Proposal dated March 26, 2021 with pricing for the estimated annual sum per each contract year not to exceed the following:

- 6.1.1 Year 1- July 1, 2021 – June 30, 2022, an amount not to exceed EIGHT MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSANDS SIX HUNDRED FORTY SIX dollars and 16/100 Cents (\$8,778,646.16)
- 6.1.2 Year 2- July 1, 2022 – June 30, 2023, an amount not to exceed –NINE MILLION FORTY-ONE THOUSANDS TWO HUNDRED SEVENTY-NINE Dollars and 95/100 Cents, (\$9,041,279.95)
- 6.1.3 Year 3- July 1, 2023 – June 30, 2024, an amount not to exceed –NINE MILLION THREE HUNDRED THIRTEEN THOUSANDS ONE HUNDRED FORTY FIVE Dollars and 74/100 Cents (\$9,313,145.74)
- 6.1.4 Year 4- July 1, 2024 – June 30, 2025, an amount not to exceed NINE MILLION FIVE HUNDRED NINETY-TWO THOUSANDS FIVE HUNDRED THIRTY-THREE Dollars and 87/100 Cents (\$9,592,533.87)
- 6.1.5 Year 5- July 1, 2025 – June 30, 2026, and amount not to exceed NINE MILLION EIGHT HUNDRED EIGHTY THOUSANDS TWO HUNDRED THIRTY Dollars and 27/100 Cents (\$9,880,230.27)

6.2 In the event the City chooses to utilize virtual instruction on inclement weather days, (as provide in Paragraph I of this Agreement) and does not make up said day, the CITY agrees to pay Durham 50% of the daily rate cost for Regular Daily Transportation as set forth in Section A of Durham’s Price Proposal dated March 26, 2021, only. Payment of said 50% of the daily rate cost for Regular Daily Transportation, shall be full payment to Durham for said day.

6.3 **Limitation of Payment.** Compensation payable to Durham is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of Durham’s invoices for payment and review of the services required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Durham’s invoices shall describe the Services rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.4 **Offsets.** Subject to and upon condition of compliance with the Notice provisions provided in §3.4 herein regarding the assessment of performance or assessments or liquidated damages, Durham and its affiliates are hereby provided with notice that the City reserves the right, in the City’s sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Durham in an amount equaling the sum or sums of money that Durham and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Durham’s and/or its affiliate’s real and personal tax obligations to the City and any assessment pursuant to paragraph 3 herein.

6.5 **Review of Work.** Durham shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. Durham shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement,

settlement of claims or any other matter pertaining to Durham's demand for payment. The City shall not certify fees for payment to Durham until the City has determined that Durham has completed the services in accordance with the requirements of this agreement.

6.6 Proposal Costs. All costs of Durham in preparing its proposal for RFP No. 6842 shall be solely borne by Durham and are not included in the compensation to be paid by the City to Durham under this agreement or any other agreement.

7. This Section Intentionally Blank.

8. Indemnification.

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

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

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

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

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

9. No Limitation on Indemnification. In any and all claims against the City any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8 herein, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Durham or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10. Performance and Payment Bond. Durham shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Durham will send a separate invoice to the City for the yearly bond amount required herein by September 1 of each year.

11. Durham's Insurance. Durham shall not commence service under this agreement until all insurance required under this Section 12 have been obtained by Durham and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

11.2 Durham shall purchase and maintain General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under Durham's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

- i. **General Liability Insurance:** \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate Products and Completed Operations Aggregate \$2,000,000.00.
- ii. **Automobile Liability Insurance:** \$5,000,000.00 combined single limit (CSL). Each accident, including any auto.
- iii. **Workers' Compensation:** Durham shall comply with all State of Connecticut statutes as it relates to worker's compensation. Employee Liability each accident: \$1,000,000.00; EL Disease Policy each employee \$1,000,000.00; EL Disease Policy Limit \$1,000,000.00.
- iv. **Excess/Umbrella Liability Insurance:** Excess or Umbrella Insurance Coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$15,000,000.00 each occurrence and \$15,000,000.00 aggregate.
- v. **Abuse & Molestation:** \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

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

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

11.6 Certificates of Insurance: At the time Durham executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as additional insured as their interests may appear**". The City's request for proposal number must be shown on the certificate of insurance. Durham must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702. Upon request Durham shall deliver to the City a copy of the Durham's insurance policies, endorsements, and riders.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this agreement, Durham represents and warrants that, at all pertinent and relevant times to the agreement, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Durham of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *Equal Employment Opportunity*

Act; *Copeland Anti-Kickback Act*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *Davis-Bacon Act* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); and the *Housing And Community Development Act Of 1974*, as amended; Title 31 of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

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

14. Termination.

14.1 Termination of Agreement for Cause. In addition to the City's rights under Section 3, "Responsibilities of Durham" to assess performance damages, the City may terminate this Agreement if Durham breaches a material provision of this Agreement. The City shall thereupon have the right to terminate this Agreement by giving written notice to Durham of such termination specifying the effective date thereof and, unless within thirty days after written notice of the condition or violation to Durham, Durham has failed to make satisfactory arrangements for the correction thereof, the Agreement shall cease and terminate upon the expiration of the thirty (30) notice of the condition or violation to Durham. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Durham under this agreement shall, at the option of the City, become the City's property, and Durham shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

14.1.1 Notwithstanding the above, Durham shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement by Durham, and the City may withhold any payments to Durham for the purpose of setoff provided the City has made Notice required pursuant to this Agreement (performance/liquidated damages) above and until such time as the exact amount of damages due the City from Durham is determined.

14.2 Termination for Convenience of the City. The either party may terminate this agreement at any time for the convenience, by a notice in writing to the other. If this agreement is terminated by the City as provided herein, Durham will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Durham covered by this agreement, less payments of compensation previously made.

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

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

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

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

14.4 Rights upon Cancellation of Termination.

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

14.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay Durham for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Durham shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Durham shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and Durham may negotiate a mutually acceptable payment to Durham for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this agreement pertaining to Changes in the Work.

14.4.3 Termination by Durham. Durham may, by written notice to the City, terminate this agreement if the City materially breaches, provided that Durham shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, Durham will be compensated by the City for work performed prior to such termination date and

Durham shall deliver to the City all deliverables as otherwise set forth in this agreement.

14.4.4. Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

16. Force Majeure. Durham shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control which prevent the Contractor, through no fault of its own, from performance, including without limitation:

16.1 Acts of God, fire, explosion, epidemic, pandemic, cyclone, flood, war, strikes, labor pickets, revolution, civil commotion, or acts of public enemies

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

16.3 If during the term of this Agreement additional equipment, or new modifications to vehicles, including seat belts, are mandated by governmental agencies or the City then the Contractor and City shall negotiate in good faith price increases related to such modifications provided that such modifications do not increase by 10% or more Contractors cost in connection with providing services under this AGREEMENT. Such renegotiations shall include, but shall not be limited to, changes to the payment schedule, duration of this AGREEMENT, levels of service, etc. Any modification to this AGREEMENT resulting from such renegotiations shall become effective on a mutually agreed-upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon thirty (30) days' notice.

16.4 Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Paragraph 16 of this Contract.

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

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

18. Assignability. Durham shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Durham from the City under this agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Durham may, however, assign or transfer any of its rights, burdens, duties or obligations under this agreement to a parent company, affiliates, subsidiaries, or related legal entities identified on its Affiliate disclosure submitted pursuant to its response to this RFP No. 6842 provided said Assignee meets all city requirements and Durham provides the city with the notice of the assignment within five business days.

19. Audit. The City reserves the right to audit Durham's books of account in relation to this agreement 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 Durham shall immediately make available to the City all records pertaining to this agreement, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

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

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

26. Conflicts or Disputes. This agreement represents the full and complete concurrence between the City and the Durham and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the agreement, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (a) the City's aforementioned ITB and (b) Durham's proposal responding to the aforementioned ITB and are hereby fully incorporated by the foregoing reference.

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

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

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

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

29. Waiver. 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.

30. Governing Laws. This agreement, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

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

Durham: Durham School Services, LP
c/o Contract Administrator
2601 Navistar Drive
Lisle, Illinois 60532

City: City of Waterbury, Education Department
c/o Chief Financial Officer
236 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by Regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as

set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage,

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

- 32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection viii shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- 32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections .
- 32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- 32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts Of Interest"].

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

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

32.13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

32.14. Prohibition Against Contingency Fees. Durham hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

{signature page to follow}

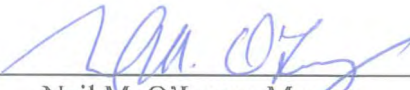
IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

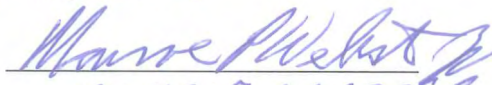
CITY OF WATERBURY



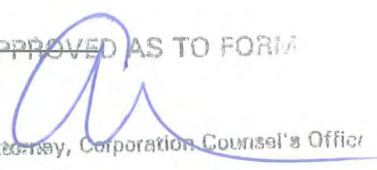
Patricia

By: 

Neil M. O'Leary, Mayor



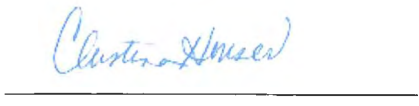
MAURICE WEBSTER


Date: 6/10/21 APPROVED AS TO FORM


Attorney, Corporation Counsel's Office

WITNESS:

Durham SCHOOL SERVICES, LP
By Durham HOLDING II, LLC
Its GENERAL PARTNER



By: 

Gary L. Waits Jr., President and
CEO

May 13, 2021

Date: May 13, 2021

ATTACHMENT A

1. City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, consisting of 38 pages, excluding Sample City Contract, (attached hereto);
2. City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services Addendum #1 to RFP No. 6842 consisting of 4 pages (attached hereto);
3. Durham's Revised "Pricing Proposal Form" for RFP #6842 dated March 26, 2021 consisting of 1 pages (attached hereto);
4. Durham's response to City of Waterbury's Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, dated February 22, 2021, excluding Durham's Clarifications to RFP and Clarifications to Professional Service Agreement (incorporated by reference);
5. Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of Contract (incorporated by reference);
6. Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated by reference);
7. Performance and Payment Bonds (incorporated by reference);
8. Certificate(s) of Insurance (incorporated by reference);
9. All applicable Federal, State and local statutes, regulations, charter and ordinances;
10. All permits and licenses.

REQUEST FOR PROPOSAL #6842
BY
THE CITY OF WATERBURY
Department of Education
Student Bus Transportation Services
for Regular Education Program

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

A. Background and Intent

Waterbury Public Schools is seeking Student Bus Transportation Services for its regular education program as described in the Technical Specifications.

B. Qualifications

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

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

C. Scope of Services

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

1. The term of this Agreement shall be July 1, 2021 through June 30, 2026.
2. This Agreement shall include the following documents in addition to these Technical Specifications, Advertisement for Bid, Instructions for Bids, Description of Operation, Contractor's Bid Letter, Equipment Inventory, Bid Sheet submitted by the Successful Contractor.
3. The Contractor shall furnish transportation service and equipment specified herein and such service and equipment necessary to perform the required Student Bus Transportation Services specified.
4. Bids shall include the full cost of all services for each year for each school bus or vehicle. In submitting a bid, Bidders are required to state the cost for providing services in all categories as indicated on the Bid Proposal Form.
5. The CITY through the Director of Transportation at the Board of Education or other designee shall solely determine which students are to be transported. The

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

6. The transportation services provided herein shall be jointly established by the CITY through the Transportation Coordinator at the Board of Education or other designee and Successful Bidder, with the City retaining the right of final approval. The CITY through the Transportation Coordinator at the Board of Education or other designee, reserves the right during the term of this agreement to require an increase or decrease in the number of vehicles to be employed by the Contractor in furnishing Transportation Service hereunder, or to vary the number of students to be transported or the length of any individual(s) school bus route(s). In the event of any such variations, the CITY agrees to notify the Contractor in writing of the effective Date of such variations. Compensation for variations in the number of school bus or vehicles will be adjusted in accordance with the prices in the Bid Sheet.
7. If the Contractor shall fail for any reason to perform any of its obligations under and pursuant to this Agreement, and of such failure to perform is not remedied to the CITY's satisfaction within five (5) school days after written notice thereof is sent to the Contractor, the Contractor shall be deemed to be in breach of this Agreement. Upon any such breach the CITY shall have the option of terminating this Agreement by written notice of termination sent to the Contractor via registered mail, either entirely or in respect to such item or items as may have been materially adversely affected by such failure to perform. In the event of a termination of any such item or items, which terminations do not materially adversely affect either the performance of the remainder of the Contractor's obligations under the Agreement or the proper performance of the Transportation Service contemplated by this Agreement, compensation will be adjusted in the accordance with the Contractor's bid proposal form. A second option of any breach is the CITY shall have the option of withholding the daily cost for such services as needed by written notice.
8. No termination of this Agreement, either partial or complete, shall affect or prejudice any other rights or remedies which the CITY may be pursuant to this Agreement or otherwise. The provisions of this section shall not apply for failure to perform from acts of God, or major disasters declared by the Mayor of the CITY. Further, the Contractor agrees to report without undue delay, both verbally and in written form any special conditions or potential failure or failure to perform any such item or items to the Chief Operating Officer of the Board of Education by such means and

- timeliness as will enable the CITY and the Contractor to expeditiously correct the condition or respective condition which caused or will cause such failure to perform.
9. Subject to the term of this Agreement, the CITY agrees to pay and the Contractor agrees to accept as full consideration for the performance of the Contractor's obligations hereunder the amount set forth in the Contractor's Bid Sheet. Payment will be made by the CITY monthly for such Transportation Service actually performed for which the Contractor is required. These payments will be made less any penalties for non-performance or Contractor's violation of standards. The Contractor's acceptance of such monthly payments shall release the CITY from all claims and liability to the Contractor under this Agreement for the period for which payment for accepted, barring administrative or clerical errors by the Contractor.
 10. No payment made or accepted, however, shall operate as a waiver of CITY's rights or releases the Contractor, its sureties or insurers or assigns from any obligation under this Agreement or any bond or insurance policy required by this Agreement.
 11. If, in the sole judgment of the CITY. Insufficient funds have been appropriated so that no reasonable transportation service may be provided as required by law, the CITY may terminate the entire agreement so that neither the CITY nor the Contractor shall have any future liability or obligation with respect to each other or to the agreement.
 12. All transportation services to be provided by the Contractor pursuant to this Agreement, including, but not limited to the purchasing, manufacturing, outfitting, repair and maintenance of vehicles, the hiring, licensing, and training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and Local laws, rules, regulations and directives including P.A. 07-224 Required School Bus Lettering and the Educational Stability Act.
 13. School vehicles and equipment used by the Contractor in the performance of the services required in this Contract shall comply with National School Bus Safety Regulations and all applicable Federal, State and Local regulations pertaining to school bus construction, operation and maintenance existing as of the date the Contract is signed and as these regulations may be amended from time to time during the term of this Contract. Such vehicles and equipment shall be kept in proper repair and in safe, clean and sanitary conditions. The Operator shall pre-trip each vehicle daily to determine that the brakes, horn, tires, steering apparatus, emergency doors, lights, video equipment and all other equipment are in good condition. The Contractor shall have a system for reporting of defects found by the vehicle operator. School vehicles used to transport children to schools indicated and any other related work that may be awarded to the successful contractor shall at all times during the term of this Agreement strictly comply with the Federal, State, and Local law, rules, regulation and directives.
 14. The Contractor shall provide a regular system of inspection and preventive maintenance, and shall keep sufficient standby school vehicles available so as to

provide uninterrupted transportation services in accordance with the performance provided hereby. All reports as made to the State shall be submitted to the CITY through the Transportation Coordinator at the Board of Education or other designee on the same date of submission to the State.

15. The Contractor shall maintain a Traffic Control Office, in the CITY, which shall be adequately and competently staffed and equipped so as to efficiently handle supervision, correspondence, dispatching, yard duties, fueling, complaints and other problems normally related to pupil transportation. At a minimum the Traffic Control Office will be staffed full time, on site, by: a transportation supervisor with overall responsibility for the entire operation; two dispatchers with overall knowledge of the CITY and routes; a safety coordinator with overall responsibility for safe operation of the location; a training coordinator responsible for all new and current driver training; a clerical person to handle correspondence and billing; one yard person to handle supervision of startup, yard repairs and fueling and other staff as deemed necessary by the Contractor. It shall be the duty of every vehicle driver to communicate promptly to the Traffic Control Office by the fastest possible means without deviations from established operating procedures or schedules. All vehicles shall have constant availability by two-way radio communications with such Traffic Control Office. The appointed supervisor shall be available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee at all times during the transportation and school hours of each day during the school year (**see Attachment 1 – School Hours**).
16. All vehicles shall be properly ventilated, heated, and include air conditioning. An adequate First Aid Kit as required by the State Department of Transportation shall be installed in all vehicles. Changes may be made in the seating arrangement in the accordance with the various needs of the students. The Contractor shall furnish the CITY through the Transportation Coordinator at the Board of Education or other designee on a monthly basis the actual number of riders carried on any route, the actual time schedule of any route and such other information as the CITY may request.
17. The Contractor shall create and maintain set of COVID protocols and practices for staff and buses which shall be reviewed and approved by the Transportation Coordinator. Such protocols and practices shall be consistent with recommendations from the CDC, State and Local Health Agencies and industry standards and shall include but not be limited to wellness checks of drivers, mask wearing, social distancing, cleaning and reporting protocols.
18. No vehicle shall carry any commercial advertisement, nor shall any be distributed to passengers unless specifically approved by the CITY. Any and all such revenues generated shall be revenue for the CITY.
19. No passengers other than school student and other authorized persons shall be permitted in any vehicles without specific permission from the CITY, or it is

Authorized Representative. The Contractor shall advise vehicle driver for the correct passenger list to determine only bona fide riders are on the vehicle per the CITY Authorized Passenger List.

20. All accidents, incidents and delays involving a vehicle or any of its passengers shall be reported immediately by the Contractor to the Transportation Coordinator, Principal, and Superintendent of Schools. This action shall be followed by a complete written report to the CITY from the Contractor no later than forty-eight (48) hours after the accident/ incident has occurred. Any COVID related incidents shall be reported immediately.

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

22. Each driver employed by the Contractor to provide Transportation Service pursuant to this Agreement shall comply federal law, and with all laws, rules, and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the CITY and the State and local police department.
 - a. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening, including drug screens, should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable.
 - b. The Contractor shall conduct annual criminal and motor vehicle background checks on all drivers.
 - c. The City and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this Contract and to reject a driver prior to actual employment. The Board also reserves the right to reject any driver during the Contract period, for cause and/or reason established by the Board.
 - d. Bus drivers must be properly licensed by the State of Connecticut Department of Motor Vehicles to operate a school bus and must meet all the physical requirements, including medical examinations, established by the State of Connecticut Department of Motor Vehicles.
 - e. Bus drivers shall be dependable, steady, temperate and competent individuals of good repute and shall be neatly dressed when driving the school buses.
 - f. The Board of Education or designee reserves the right to reject any individuals as school bus drivers who do not meet these standards in the opinion of the Board. Any driver so rejected shall immediately be suspended and removed from any and all service performed for the Board within 24 hours after notification by the Board of such action.

- g. The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the Contract. Individual drivers shall not be allowed to provide their own substitutes.
- h. Drivers shall not leave a bus unattended at any time when children are on board.
- i. Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing Local and State laws governing the operation of motor vehicles upon all highways.
- j. Drivers must complete at least two (2) trial runs over the routes they are scheduled to drive prior to school opening so as to familiarize themselves with road conditions, locations of stops and schools, with proof to be submitted to the Board prior to the opening of school.
- k. Drivers shall not smoke or carry a lighted cigar, cigarette or pipe when operating a vehicle with school children on board.
- l. Drivers shall not play radios, "boom-boxes", etc. or use headphones while children are on board.
- m. Drivers shall not have food or drink, etc. on the bus while children are on board.
- n. Drivers are responsible for limiting passengers only to those who are eligible to ride and those individuals designated by permission of the Board.
- o. Drivers shall not operate a vehicle while carrying school children in excess of its rated capacity.
- p. Drivers shall make sure that children board or leave a bus only when it is stopped. At the conclusion of each run drivers are to perform a post-run check to ensure that no students or their possessions remain on the vehicle.
- q. The Contractor shall maintain an office where the equipment is located, staffed and equipped so that communications, correspondence, dispatching of buses, handling complaints and other problems normally related to a program of pupil transportation can be efficiently and effectively provided for.
- r. All drivers shall be issued pictured and numbered company ID cards. Such cards shall be prominently displayed by the driver while on duty. Enforcement of these provisions shall be determined by the Superintendent of Schools or designee.
- s. The Contractor shall maintain a list of all drivers. This list shall contain drivers' names, ID numbers, route assignment, bus number, and status. This list shall be updated at least once per month and sent to the Board of Education upon request by the Board.
- t. Drivers must be checked annually for a criminal record and motor vehicle record throughout their period of employment and prior to their employment as bus drivers. At least two (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.

23. The CITY maintains the right to require removal from CITY of Waterbury's Service any driver who, in the opinion of the CITY, is unqualified or unsuitable to operate a School Vehicle pursuant to this Contract.
24. The Contractor may be required to provide bus aides or monitors for the purpose of safety and discipline of students on some of the bus runs at the Discretion of the Transportation Coordinator. Bus aides shall be screened and selected in the same manner as drivers, including fingerprint checks and drug testing. The Contractor shall also provide training in the care and handling of children with special needs. Bus aides shall also comply with all of the rules and regulations as bus driver. The driver is in full charge of the vehicle during its operation even though an aide or bus monitor is assigned to the vehicle.
25. This Agreement and the provisions herein contained shall not be assigned or otherwise transferred either wholly or in part by the Contractor without the prior written approval of the CITY.
26. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Connecticut.
27. All notices, consents and other communications required to be given hereunder shall, except as otherwise specifically provide herein, be in writing and delivered to the respective addresses of the parties as set forth herein or to such other address as the parties may hereafter designate in writing.
28. Bidders shall be experience in the work to be performed and the student to be service and have or be able to obtain necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. More than one bid from an individual, a Contractor or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any contractor is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such contractor is interested. Any or all bids in which such contractor is interested will be rejected if there is reason for believing that collusion exists among the contractors and all participants in such collusion will not be considered in future bids for the same work. The Board of Education, in determining the successful contractor, may consider in addition to price, the experience of the contractor, the sufficiency of the financial resources of the contractor and the reputation of the contractor for ability, integrity, judgment and performance, as well as the ability of the contractor to provide future services. All contractors must supply with this bid a listing of all school districts that the contractor has contracted for school bus service with during the past five-year period.
29. Twice yearly the Contractor shall conduct emergency evacuation drills for all students in the K-12 grades covered by the Agreement. The Contractor shall supply to all schools written and/ or printed material dealing with school bus safety for in-school and home education for the students.

30. This Contract shall apply to all days when school is in session. The minimum number of school days is currently 182. Transportation services may be required for summer school programs, extended summer school programs. Dismissal times for school will vary and there are after- school and extended -day programs. During adverse conditions or emergency situations, the Board of Education or its Agent, shall determine when school shall be physically in session (in person instruction) and the Contractor shall provide the transportation. Delayed school openings will be considered a regular day. There shall be no penalty assessed the CITY for the delayed opening or early/closing due to weather or emergency situations. The CITY reserves the right to utilize virtual instruction on inclement weather days or other days as may be permitted by the Commissioner of Education or other authority. In the event of such days being exercised the CITY reserves the right to not utilize Transportation services on such days.
31. The children must be delivered to their schools prior to Board approved opening and picked up at the schools at approved closing times. The Contractor agrees that in no event will student be dropped off at any school more than thirty (30) minutes prior to the schools starting time or more than fifteen (15) minutes after the close of school. Late charges shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator. Upon receipt of such notice, the Contractor shall have five (5) working days to make any corrections prior to being charged.
32. As a condition of employment, all drivers shall pass a complete physical examination yearly, included in which applicant is require to pass a drug/ alcohol screening test prior to employment. All drivers must complete alcohol/ drug screening, prior to the start of every school year. The Contractor shall provide the CITY with its rule and regulations regarding screening for employees. The fee for any and all testing shall be borne by the Contractor.
33. The Contractor shall subject all prospective drivers to criminal and reference check and shall not employ drivers who have been assessed by the State Department of Motor Vehicles more than five points on his/her license during the length of the Contract. The Contractor will check the driving record of all drivers to the start of each school year.
34. All information relating to driver histories/ performance shall be made available to the Superintendent of Schools through the Transportation Coordinator at the Board of Education or other designee.
35. The Contractor will employ the necessary mechanics to maintain school busses. All records as they apply to school bus maintenance shall be kept on file and made available to the CITY upon request.

36. All school busses used to fulfill the terms of these specifications and the Contract shall be registered, garaged, services, taxed and operated in the CITY.
37. All busses and vehicles used for this contract must be 2016 busses.
38. All vehicles shall be ready for use by July 1, 2021.
39. The Contractor must arrange to have all vehicles inspected by the Department of Motor Vehicle as required, and notify the Education Transportation Coordinator when such inspections are in process so that the Board may be represented at the time. At any time during the Contract, the School Administration through the Transportation Coordinator at the Board of Education or other designee shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repair or additions to the mechanical equipment of the Contractor.
40. The CITY may require the Contractor to discontinue the use of any school bus which in the judgment of the Board of Education or its Agent, is hazardous, mechanically defective, or subject to frequent breakdowns or delays. In the event that the Board of Education shall order the discontinuance of any school bus, the Contractor shall forthwith replace said school bus with another school bus, which is capable of fulfilling the requirements of the Contractor and CITY.
41. The Contractor shall provide the CITY's Transportation Coordinator, one two-way hand held radio, for direct contact with the school bus company's dispatcher office or drivers. Contractor shall also provide and install a direct phone line to the School Bus Company from the School Transportation Officer's office.
42. The successful contractor should supply the CITY with (360) hours of school busses per school year, to be assigned by the CITY as needed, at no cost.
43. The Contractor shall cooperate with the CITY in maintain a good Transportation public relations program.
44. The Contractor shall provide appropriate housing for, and state of the art video camera(s), for the entire fleet of school busses and vehicles used to transport students. All buses must be equipped with four point (Front, rear, stairwell, exterior) digital cameras. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Contractor shall also supply the necessary viewing equipment and/or software. Camera output must be retained for a minimum of 30 days. The District requires a Wireless Seon Smart Reach Mobile Surveillance system or comparable type equipment. Alternate systems will be considered that are equal to the Seon specifications as determined by the District. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers. The system must be equipped with Day/Night cameras. The Contractor shall also

make available software for viewing, playback and event searching by District personnel. All cameras use and video viewing shall be consistent with the policies and procedures as established by the District. Inoperable cameras shall be subject to charges which shall be \$25.00 per school bus per incident. Charges will be forwarded, in writing, to the Contractor from the Transportation Coordinator.

45. Bidders must warranty that their bus fleet out-of-service rate has not exceed 10% for the time period of one year from the date of this Bid Specification.
46. The Contractor shall appoint as his representative a qualified person, who will have general and overall supervision of the vehicles operating under this contract. The appointed person shall be available to the representative of the Board of Education at all times during the transportation and school hours of each school day when school is in session.
47. The driver of any vehicle transporting school children under consideration must possess a C.D.L. certification, and is in complete charge of the vehicle and of the children being transported during the time that these children are in his care. As such, he is responsible for their welfare. He should be courteous and professional with all children as is customary within the schools to control the actions of school children aboard his vehicle. The discipline of a child on the vehicle will be in accordance with Connecticut General Statute's 53A-18 and as may be amended from time to time, the Rules and Regulations of the Board of Education, and City of Waterbury. The driver will report the names of pupils, who display unsafe behavior or cannot be managed to the Principal of the school. During the time that the vehicle is in use for the operation of the contract, the driver shall not at any time transport any person other than children whom he is responsible unless he has received written approval from the Superintendent of Schools or his agent, that such person is authorized or permitted to ride on the vehicle. All vehicles and drivers must be available for early closing of schools.
48. The Contractor shall provide training for all new driver applicants, said training to include classroom and on road, prior to applying for a State of Connecticut Public Service License. The combination of classroom and/or road training shall be, at a minimum, forty hours. Experienced drivers who have held a Public Service License during the preceding year shall be required to attend an eight-hour refresher course included in which shall be an on-road proficient requirement. For drivers of special education children, training shall include transportation issues with children with disabilities.
49. All school busses and vehicles used for transporting students must be equipped with a web-based global positioning system (GPS) such that it can be determined at all times where the bus is, the route that was travelled, and the speed at which the bus is traveling. Contractor shall provide access to this system to up to the Director of Transportation at the Board of Education and up to two additional CITY representatives upon request.

50. Parent on-line GPS access for busses shall be made available through the District website.

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

D. TECHNICAL SPECIFICATIONS

1. It is estimated that the number of school busses that will be needed for the basic fleet for the school year 2021-2022 and 2022-2023 is one hundred thirty (130), seventy-one (71) passenger school busses. There should be a minimum of 15 spare school busses. Spares to be put in service are to be of the same seating capacity as any school bus taken out of service.
2. All school busses, new or used including spares, will be or have:
 - a. Minimum 6.7L propane powered engine with a minimum horsepower rating of 340 HP at 2,400 RPM.
 - b. Automatic transmission - 6 speed automatic transmission or approved equivalent.
 - c. Power steering
 - d. Two-way radios with two channel capability and sufficient spare units to allow for repair and theft.
 - e. AM-FM cassette or CD
 - f. "City of Waterbury" 4-inch black lettering on each side of the school bus. (See A.13 above)
 - g. State of the art video monitoring equipment including one hundred twenty-five (125) video cameras to be used to monitor student and driver behavior. Video should be capable of being saved to a DVD. (See A.43 above)
 - h. Global Positioning System Tracking (GPS) such that it can be determined at all times, where the bus is and the route that was travelled. (See A.49 above)
 - i. Shall conform in all respects with all applicable laws and regulations issued by Federal, State and Local agencies.
3. All new school busses used above will have:
 - a. Air brakes
 - b. Front bumper mounted crossing gates
 - c. Flash stop sign (arm) left side of school busses.
 - d. 71 Passenger (entire fleet & spares)
4. The fuel to be purchased by the Board of Education on behalf of the contract will not exceed 2,500 gallons per bus, per school year. Fuel required to operate vehicles that exceed 2,500 gallons per bus shall become the responsibility of the Contractor.

Storage of propane fuel shall be on the Contractor's Property in Waterbury. Fuel storage tanks and dispensing pumps must be inspected annually by the CITY of Waterbury Fire Marshall's Office with a copy of the inspection report filed with the Transportation Coordinator. Fuel shall be monitored by comparing the total mileage of all Board of Education authorized routes with the rate of 5.5 miles per gallon. A fuel report is to be forwarded to the Transportation Coordinator monthly.

5. Contractor is responsible for fueling station.
6. The Contractor shall give the Parent/Guardian of the child to be transported a telephone number and time to notify the Contractor (or his driver) in the event that the child is unable to attend school on any given day(s). The Contractor shall supply Parent/Guardian an estimated pickup time schedule and estimated afternoon return schedule.
7. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather, or other emergencies when necessary and/or as may be approved for virtual learning days. All vehicles, drivers, and aides must be available for early closings of schools.
8. Contractor will maintain an on-time pick-up and delivery schedule. It is expected that the student length of time on the vehicle will be reasonable in nature. Any student whose time on the vehicle is disruptive or disagreeable to parent/guardian shall be evaluated and adjustments made where warranted.
9. Bids must be based on a flat rate per day basis (**see Attachment 3 – Price Proposal Form**). The billing voucher shall reflect the attendance by date. Charges for work covered by this contract will be invoiced separately from charges for other service, which may be provided by the Contractors under other contracts or purchase orders. The Contractor shall furnish the City at any time requested, but not less than monthly, the actual time schedule of any route and such other information as the City may request.
10. Transportation is to be furnished by available specified vehicles of sufficient capacity, and should be able to handle the transportation and requirements of a physically disable student.
11. Each vehicle during the period of this contract is to be maintained at a level of safety, appearance and reliability suitable to the City and its Board of Education. The Superintendent of Schools reserves the right to demand replacement vehicles failing to meet those specifications.
12. The Contractor is to be notified when schools are to be closed because of weather or other conditions which may arise. This agreement will include no less than 182 days of school per contract year. The successful bidder will also make available vehicles to be used during the months of June, July and August of each bid year

for the transportation of students attending classes or programs during those months, depending on the school's schedule.

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

E. AGREEMENT PERIOD

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for five years beginning on July 1, 2021 through June 30, 2026.

F. GENERAL INFORMATION

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Not Applicable.
3. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in **Attachment A**. (Contract Compliance Packet)
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on January 29, 2021**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by February 2, 2021 at 2:00 PM**). It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

G. MANAGEMENT

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

H. CONDITIONS

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the CITY.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of ninety days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. **See Attachment B.**
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Submittal Requirements & Required Format

Option #1 - uploading electronic documents per below instructions **no later than at 10:30 AM on February 8, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one City of Waterbury – Request for Proposal #6842 1-25-2021 Student Bus Transportation for Regular Education Program category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at: <https://waterburyct.procureware.com/register>

Option #2 – One original (clearly identified as such) and seven (7) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address **no later than 10:30 AM on February 8, 2021** (no Proposals received after that time shall be considered):

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

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

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

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.

- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- i. Organization name and the name, title, address and telephone number of a responsible contact person.
- ii. Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- iii. For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

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

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

3. Statement of Qualifications and Work Plan

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

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

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

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

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

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

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

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
 - b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

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

2. Selection Process

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

K. Rights Reserved to The City

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

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

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

M. State Set-Aside Requirements – Not Applicable

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

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

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

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. Insurance Requirements

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

		Minimum Limits
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate (per Project Aggregate)	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$5,000,000
Umbrella (Excess Liability)	Each Occurrence	\$15,000,000
	Aggregate	\$15,000,000
Abuse & Molestation	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

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

Workers' Compensation And Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

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

O. PERFORMANCE AND PAYMENT BOND

Contractor/Vendor shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Contractor/Vendor will send a separate invoice to the City for the yearly bond amount per the Contractor/Vendor's Modifications/Conditions specified in the bid response by September 1 of each year.

ATTACHMENT 1 –SCHOOL HOURS

WATERBURY PUBLIC SCHOOLS - SCHOOL HOURS		
<small>Revised August 23, 2019</small>		
SCHOOL NAME	REGULAR HOURS	PLANNED/WEATHER/ EMERGENCY DISMISSAL
<i>HIGH SCHOOLS</i>		
Crosby	7:20 am - 1:50 pm	7:20 am - 11:00 am
Kennedy	7:20 am - 1:50 pm	7:20 am - 11:00 am
Wtby Arts Magnet	7:25 am - 1:55 pm	7:25 am - 11:05 am
Wtby Career Academy	7:20 am - 1:50 pm	7:20 am - 11:00 am
Wilby	7:20 am - 1:50 pm	7:20 am - 11:00 am
<i>MIDDLE SCHOOLS</i>		
North End	7:50 am - 2:20 pm	7:50 am - 11:30 am
Wallace	7:50 am - 2:20 pm	7:50 am - 11:30 am
West Side	7:50 am - 2:20 pm	7:50 am - 11:30 am
<i>ELEMENTARY SCHOOLS</i>		
Bucks Hill	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Bunker Hill	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Carrington	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Chase	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Cross, Wendell	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Driggs	8:05 am - 2:20 pm	8:05 am - 11:30 am
Duggan	8:05 am - 2:20 pm	8:05 am - 11:30 am
Generali	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Gilmartin	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Hopeville	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Kingsbury	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Maloney	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Reed	8:35 AM - 2:50 pm	8:35 am - 12:00 pm
Regan	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Rotella	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Sprague	8:05 am - 2:20 pm	8:05 am - 11:30 am
Tinker	8:05 am - 2:20 pm	8:05 am - 11:30 am
Walsh	8:35 am - 2:50 pm	8:35 am - 12:00 pm
Washington	8:05 am - 2:20 pm	8:05 am - 11:30 am
Wilson	8:35 am - 2:50 pm	8:35 am - 12:00 pm
<i>PROGRAMS</i>		
Academic Academy (at	7:50 am - 2:20 pm	7:50 am - 11:30 am
Bucks Hill Pre-K	9:00 am - 3:00 pm	9:00 am - 10:30 am
AM Session	9:00 am - 11:30 am	9:00 am - 10:30 am
PM Session	12:30 pm - 3:00 pm	No PM Classes
Enlightenment	7:30 am - 1:35 pm	7:50 am - 11:30 am
Excel	9:00 am - 1:00 pm	9:00 am - 11:30 am
State Street	7:30 am - 1:35 pm	7:50 am - 11:30 am
<i>NON-PUBLIC SCHOOLS</i>		
Alpha & Omega Academy	8:00 am - 3:00 pm	Dismissal at 12:30 pm
	Friday 8:00 am - 2:00 pm	
Catholic Academy of Waterbury	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Brass City Charter	7:30 am - 4:00 pm	7:30 am - 12:30 pm
Chase Collegiate	8:00 am - 3:20 pm	Dismissal at 12:30 pm
Children's Community	9:05 am - 3:20 pm	Dismissal at 12:30 pm
Holy Cross High School	7:30 am - 1:45 pm	Dismissal at 10:30 am
Kaynor Technical	7:25 am - 2:20 pm	Dismissal at 11:00 am
Our Lady of Mount Carmel	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Sacred Heart High School	7:30 am - 1:30 pm	Dismissal at 10:30 am
Sacred Heart Middle School	9:05 am - 3:20 pm	9:05 am - 12:30 pm
Yeshiva Bais Yaakov (Girls HS)	9:00 am - 4:00 pm	Dismissal at 12:30 pm
Yeshiva Gedolah (Boys HS)	9:00 am - 4:00 pm	Dismissal at 12:30 pm
Yeshiva K'Tana (Elementary)	9:00 am - 4:00 pm	Dismissal at 12:30 pm

ATTACHMENT 2 - LISTING

ELEMENTARY SCHOOLS			
School Name	Principal	School Address	Phone Number
Bucks Hill	Ms. Maria Jimenez	330 Bucks Hills Road, 06704	203-574-8182
Bunker Hill	Ms. Linda Leylow	170 Bunker Hill Avenue, 06708	203-574-8183
Carrington	Ms. Karen Renna	24 Kenmore Avenue, 06708	203-574-8184
Chase	Mrs. Lori Eldridge	40 Woodtick Road, 06705	203-574-8188
Cross, Wendell (temporary)	Ms. Debra Ponte	29 John Street, 06708	203-574-8171
Cross, Wendell (permanent)	Ms. Debra Ponte	1255 Hamilton Avenue, 06706	203-574-8171
Driggs	Michael Theriault	77 Woodlawn Terrace, 06710	203-574-8160
Duggan	Ms. Melissa DiGiovanni	38 West Porter Street, 06708	203-574-8875
Generali	Mrs. Kathy Daversa	3196 East Main Street, 06705	203-574-8174
Gilmartin	Ms. Christina Moore	92 Spring Lake Road, 06706	203-574-8175
Hopeville	Ms. Erika Lanza	2 Cypress Street, 06706	203-574-8173
Kingsbury	Mr. Erik Brown	220 Columbia Boulevard, 06710	203-574-8172
Maloney Magnet	Ms. Donna Cullen	233 South Elm Street, 06702	203-574-8162
Reed	Mr. Diurca Tomasella	33 Griggs Street, 06704	203-574-8180
Regan	Ms. Angela Razza	2780 North Main Street, 06704	203-574-8187
Rotella Magnet	Ms. Robin Henry	380 Pierpont Road, 06705	203-574-8168
TBD/SS Peter & Paul	To be determined	116 Beecher Avenue, 06705	203-755-0881
Sprague	Mrs. Diane Bakewell	1448 Thomaston Avenue, 06704	203-574-8189
Tinker	Ms. Imani Jones	809 Highland Avenue, 06708	203-574-8186
Walsh	Mrs. Ellen Paolino	55 Dikeman Street, 06704	203-574-8164
Washington	Mrs. Inez Ramirez	685 Baldwin Street, 06706	203-574-8177
Wilson	Ms. Jennifer Rosser	235 Birch Street, 06704	203-573-6660
MIDDLE SCHOOLS			
School Name	Principal	School Address	Phone Number
North End	Mrs. Jacquelyn Gilmore	534 Bucks Hill Road, 06704	203-574-8097
Wallace	Mr. Vincent Balsamo	3465 East Main Street, 06705	203-574-8140
West Side	Mr. Peter McCasland	483 Chase Parkway, 06708	203-574-8120
HIGH SCHOOLS			
School Name	Principal	School Address	Phone Number
Crosby	Ms. Cathleen Newmark	300 Pierpont Road, 06705	203-574-8061
Kennedy	Mr. Robert Johnston	422 Highland Avenue, 06708	203-574-8150
Waterbury Arts Magnet	Mr. Nicholas Albini	16 South Elm Street, 06706	203-573-6300
Wtby. Career Academy	Mrs. Jade Gopie	175 Birch Street, 06704	203-574-6000
Wilby	Dr. Michelle Baker	568 Bucks Hill Road, 06704	203-574-8100
PROGRAMS			
School Name	Principal	School Address	Phone Number
Enlightenment	Mr. Richard Arroyo	30A Church Street, 06702	203-574-8050
State Street	Mrs. Lisa Ariola- Simoes	54 Griggs Street, 06704	203-574-8028
Early Childhood (ECEP)	Mrs. Maureen Bergin	1443 Thomaston Avenue, 06704	203-573-8025

ATTACHMENT 3 – PRICE PROPOSAL FORM

Request for Proposal #6842

1. REGULAR ED & OTHER BUSSING SERVICES		BASIS FOR RATE	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
A.	Regular Daily Transportation AM & PM Busses as Required. Bid Shall be Based on Supplying Approximately 125 School Busses.	Daily Charge Per Bus					
B.	For Bussed Added or Deleted to 125 Busses during the Term or for Summer School.	Daily Charge Per Bus					
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus					
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Ed Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus					
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus					
F.	Daily Round Trip Transportation of Students from their Home to Southington High School, VO-AG Program, Southington, CT and Return to their Home.	Daily Charge Per Bus					
G.	Bus Aides (Optional) Daily Rate Hourly Rate						

ATTACHMENT A – COMPLIANCE PACK

- 1. ANNUAL STATEMENT OF FINANCIAL INTERESTS**
- 2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION**
- 3. CORPORATE RESOLUTION**
- 4. LIMITED LIABILITY COMPANY RESOLUTION**
- 5. DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS**

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail Hand-Delivered

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____ Corporation, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 2021.

Secretary

*** This is a sample of a Corporate Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, LLC, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____, LLC this _____ day of _____, 2021.

Manager/Member

*** This is a sample of a Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS: _____

County of _____

_____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____ of _____ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For Partnership or LLC

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

For Corporation

Attest (Witness)

(Corporate Principal -- Printed Name)

(Business Address)

Affix
Corporate
Seal

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

(Title)

State of _____)

) SS (Date)

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 2021.

(Notary Public)

My Commission Expires: _____

ATTACHMENT C – PURCHASING STATEMENT

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

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

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____
(Title)

Business Address: _____
(City, State, Zip Code)

Phone: _____

Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 2, 2021

RFP #: 6842

Project Title: RFP Department of Education Student Bus Transportation for Regular Education Program

Please find questions and answers below.

Item 16 on page 4 states that all vehicles 'include air conditioning.' While this is a normal requirement for Special Needs vehicles, regular education buses are not normally so equipped. Please clarify.

Air Conditioning requirements are limited to Special Education vehicles only.

There are several sections in the RFP that reference the City's ability to reject/remove a driver/other personnel: item 22, (c) & (f) on page 5; item 23 on page 7; and item 6 on page 14. Please consider adding the following language to each section:

"Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated therein, and shall not be in violation of any federal, state or local law."

The RFP language will stand at this time. At the review and negotiation phase this particular language will be taken into consideration.

Item 28 on page 7 requires the submittal of a listing of all districts served by the contractor for the past 5 years. Please identify the geographic scope of this listing (which could be very large for a national contractor) – Connecticut, or New England, or?

Connecticut

Item 45 on page 10 references the Out of Service %'s for the past year. As the incumbent contractor for the City of Waterbury, can Durham provide this information for it's Waterbury fleet?

No.

Do you provide a bid spec (price) page. If so can you please send it to me. Also, do you have current pricing and contractor?

A pricing page was provided with the RFP. The District has current providers for busing services. As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

We do not see any of the Brass City routes. Are they being included in this RFP?

Routes are not included in the RFP per se. But the number of buses included in the RFP and the other conditions allow for the District to meet its obligations for its schools as well as non-public schools.

Can we only bid for the out of district transportation only and not the in town transportation.,

Yes.

Can we get a copy of the current rate sheet and also three months of invoices.

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

who is your current transportation provider

Durham School Services is the current provider for Regular Education buses and All Star Transportation is the current provider for Special Education buses.

Question: We are interested in submitting a proposal. However, the timeline and information provided is not reasonable or adequate. Normal timeframe for a student transportation RFP of this magnitude is 6 weeks. Please consider extending the due date. Please also extend the due date for questions.

Answer:

The RFP due date will be extended until February 22, 2021 at 11:00am in order to provide all vendors with additional time to submit their proposals.

According to item 37 in the RFP, "All busses and vehicles used for this contract must be 2016 busses." This specification would favor the incumbent. Please reconsider.

Answer:

This will not be reconsidered at this time.

1. Information Needed a. Please provide the most recent contract, any addendums, pricing pages and any other contractual updates with the incumbent. b. What was the total amount the Districts paid to the current contractor for transportation services from July 1, 2018 to June 30, 2019? c. Please provide copies of invoices and detailed billing reports for three months (including activity trips) – suggest January, February and March of 2020. d. What is the District's student transportation budget for the 2020-21 school year?

As part of this RFP process pricing will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements.

2. Buses a. Please provide a list of the current buses utilized including type, capacity and if there is a wheelchair lift. b. How many buses were utilized on a daily basis prior to Covid? a. Please provide current ride count per route per day. b. Does the District feel the current mix of buses is optimized?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

3. Routing a. How is routing currently performed? b. What software is utilized? Does the District own that routing software? c. Please provide in excel detailed routing reports. This is very important information to verify how the routes operate. We need a thorough understanding of miles and time for each route. d. Please confirm the District wants the contractor to perform all routing. e. Is there a maximum ride time?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

4. Item #C 45 references the out-of-service rate to not exceed 10%. Has there been an issue with more than 10% of the buses out-of-service?

No.

5. Will the District consider Alternate Bids in addition to a Base Bid? There is not a downside to receiving an Alternate Bid, the Districts certainly has the option to reject the Alternate Bid.

Alternate bids will be accepted provided that a base bid consistent with the RFP is submitted. The District reserves it right to consider alternate bids or not in its discretion.

6. Facility and Parking a. Does the District have any available parking they can lease to a contractor? b. Does the District want the contractor to maintain any white fleet?

No.

7. Incumbent a. What is the current on-time performance? b. What is the current missed trips performance? c. Have there been driver issues?

As part of this RFP process pricing and specific historical utilization will not be provided and the expectation is the vendors will price based on their own review of the qualifications and requirements. Ultimate utilization will be premised on the student population and needs during the term of the contract.

8. What is the most important priority to the District with this RFP?

Safe, efficient and cost effective transportation for Waterbury students that is compliant with all applicable laws and requirements of the RFP.

9. Will there be a committee that will evaluate the bids? Will that committee consider interviewing the finalists via Zoom?

Yes. The Committee reserves the right to organize the interview process but Zoom or similar means may be utilized.

10. Did the District pay the current contractor during COVID school closure? If so, on what basis?

COVID related performance and payments were negotiated consistent with the Governor's Executive Order and the governing contractual provisions.

Thank you.

Kevin McCaffery
Director of Purchasing – City of Waterbury

ATTACHMENT 3 – PRICE PROPOSAL FORM**Request for Proposal #6842**

1. REGULAR ED & OTHER BUSSING SERVICES		BASIS FOR RATE	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
A.	Regular Daily Transportation AM & PM Busses as Required. Bid Shall be Based on Supplying Approximately 125 School Busses.	Daily Charge Per Bus	\$328.63	\$338.49	\$348.64	\$359.10	\$369.87
B.	For Bussed Added or Deleted to 125 Busses during the Term or for Summer School.	Daily Charge Per Bus	Added \$328.63 Deleted \$286.51	Added \$338.49 Deleted \$295.11	Added \$348.64 Deleted \$303.96	Added \$359.10 Deleted \$313.08	Added \$369.87 Deleted \$322.47
C.	Early Dismissal as Required (Split Dismissal).	Hourly Rate Per Bus	\$62.27	\$64.14	\$66.06	\$68.04	\$70.08
D.	Athletics, Co-Curricular, Extra-Curricular, Allied Health Program, Technical Ed Program, Field Trips or Other Student Activities (In or Out of Town).	Hourly Rate Per Bus	\$62.27	\$64.14	\$66.06	\$68.04	\$70.08
E.	After School Programs Not Covered in D Above.	Daily Charge Per Bus	\$119.13	\$122.70	\$126.38	\$130.17	\$134.08
F.	Daily Round Trip Transportation of Students from their Home to Southington High School, VO-AG Program, Southington, CT and Return to their Home.	Daily Charge Per Bus	\$388.13	\$399.77	\$411.76	\$424.11	\$436.83
G.	Bus Aides (Optional) Daily Rate Hourly Rate	Hourly Rate	\$24.21	\$24.94	\$25.69	\$26.46	\$27.25