

**Farmington Public Schools
1 Monteith Drive
Farmington, CT 06032**

REQUEST FOR PROPOSALS
SCHOOL BUS TRANSPORTATION

Bid Date and Time: Thursday, December 14, 2023 at 11:00 AM
Mandatory Pre-Bid Conference: Tuesday, November 28 at 11:00 AM
Contact Administrator: Scott Hurwitz, Asst Superintendent of Finance & Operations
Tel. No.: 860-673-8270, Ext 7006
Fax No.: 860-675-7134
Email: hurwitzs@fspct.org

SECTION 1 BID PROCEDURE

A. INSTRUCTIONS TO BIDDERS:

1. The Request For Proposals (RFP) containing specifications and bid proposal forms may be obtained at the Farmington Public Schools, 1 Monteith Drive, Farmington, CT 06032, or on the website at: www.fpsct.org/bids, beginning Wednesday, November 15, 2023.
2. Attendance is mandatory at the Pre-Bid Conference scheduled for Tuesday, November 28, 2023 at 11:00 AM at Farmington Public Schools, 1 Monteith Drive, Farmington, CT. Any further request for clarification, questions, or proposed deviations from the specifications must be submitted in writing via email to the office of the Assistant Superintendent of Finance & Operations at bids@fpsct.org marked "RE: 2024 FPS Transportation Bid" no later than the end of the business day on Thursday, November 30 2023 at 5:00 PM. Responses due Thursday, December 7, 2023. Every effort will be made to answer all questions before the bid submission deadline and to notify all properly registered prospective bidders by posting to the school website or email.
3. Bids will be accepted by mail or in person at the address listed above until 11:00 AM on Thursday, December 14, 2023, at which time the bids will be open and read aloud. If unforeseen conditions preclude conducting the bid opening on this date, the bid opening will be postponed until 11:00 AM on the next normal business day.
4. Bids must be submitted in a sealed envelope, which is plainly marked on the face "BID FOR SCHOOL BUS TRANSPORTATION FOR THE FARMINGTON PUBLIC SCHOOLS", along with the name of the person, firm or corporation making such bid. The Farmington Public Schools will not be responsible for the premature opening or mishandling of any bid not so marked.

5. All bids must be on the forms provided herein and must conform to the specifications.
6. If any changes are made to the Request For Proposals, an addendum will be issued. Addenda will be posted to the school website and emailed to all interested parties on record as having received the RFP document and attended the Mandatory Pre-Bid Conference.
7. A bidder may correct, modify or withdraw a bid by written notice received by the Assistant Superintendent prior to the time and date set for the bid opening.
8. The contract will be awarded within seventy-five (75) business days after the bid opening unless the time for award is extended.
9. No bid may be withdrawn for a period of ninety (90) business days following the bid opening date.
10. The form of transportation contract is incorporated herewith to familiarize prospective bidders with the language, terms and conditions. By the submission of their bid, bidders consent to these contract terms, which may be carried over to the new contract in whole or in part, as appropriate to the conditions in the forthcoming school year and the provisions herein. Where conflicts exist between the current contract and this document, the terms of the Request For Proposals and Specifications shall prevail.
11. Each bidder shall return five (5) hard copy bids each in a three-ring binder (signed original document and four signed copies) and one (1) digital copy in PDF format. Bidders shall furnish all information requested on the bid proposal forms, and other documents specified herein. A sealed bid envelope should be placed foremost in the three-ring binder, containing only the documents enumerated 1 through 9 in Section 6 herein, Page 16.
12. Each bidder shall enclose with the bid proposal an acceptable bid bond or bid deposit in the amount of five (5) percent of the first year's contract price.
 - BID BONDS must be issued by a surety company qualified to do business in the State of Connecticut and payable to the Farmington Public Schools.
 - CHECKS must be submitted in the form of a certified check, treasurer's check or cashier's check drawn on a responsible bank or trust company and made payable to the "Farmington Public Schools".

B. ALTERNATE BIDS:

Bids fully responsive to this RFP will cover the entire school bus transportation service, including regular education and special needs busing, in accordance with the Scope of the Work set forth below. However, alternate bids for regular education transportation only, or special needs transportation only, will be accepted and evaluated by Farmington Public Schools. The viability of such alternate bids will depend in large part upon the Farmington Public Schools securing acceptable transportation service for the complementary part of the overall service not addressed in such alternate bids, either through another bid or negotiation.

See Section 2, Subsection B. below. Any bid deviating from the bid specifications in any way should be identified by the bidder as an alternate bid, and will be considered and evaluated at the option of the Farmington Public Schools.

SECTION 2 BID AWARD PROCESS

A. EVALUATION OF BIDS

1. It is the intent of the Farmington Public Schools not to award a contract to any bidder who does not furnish evidence satisfactory to the Farmington Public Schools that it has the ability and experience in school bus transportation services, that it has sufficient capital, that it has available through ownership or lease duly licensed school buses of the number, type, year, and passenger accommodations specified, and that it employs a sufficient number of trained and duly licensed drivers to enable it to perform the work to the satisfaction of the Farmington Public Schools.
2. Each bidder shall be prepared to submit upon request a listing of recent work performed within the State of Connecticut of the size comparable to the work being bid.
3. Following the bid, bidders further may be required to submit the following pertinent information:
 - A bank credit letter of reference from the bidder's principal financial institution.
 - Accident records for the previous three (3) years prepared by and submitted directly to the Farmington Public Schools Business Office by the insurance carrier.
 - An expanded statement of experience detailing previous school systems served, organizational chart, proposed staffing, and other relevant evidence of qualifications.
 - An organizational chart and proposed staffing plan, with the potential for requested interviews.
4. The Farmington Public Schools reserves the right to investigate the financial responsibility of all bidders, including requesting a certified financial statement. It further reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate capability, experience or capital to execute the work described in these specifications.
5. The Farmington Public Schools, acting through its authorized representatives, shall be the sole judge of the qualifications of the bidders. In this regard, the Farmington Public Schools further reserves the right to accept or reject any and all bids, and to negotiate contract terms with the lowest qualified bidder, or the bidder of choice.

B. RIGHT TO ACCEPT OR REJECT BIDS AND NEGOTIATE TERMS

1. The Farmington Public Schools reserves the right to reject any or all bids or proposals or to accept bids, or parts thereof, including the right to select a bidder whose bid, or parts

thereof, is not the lowest price, as the Farmington Public Schools deems to be in its best interests.

2. In addition to the right of the Farmington Public Schools to accept or reject any and all bids, the school district specifically reserves the right to reject any bid submitted by a bidder who has defaulted for non-performance on a transportation contract with any school system or municipality within the past fifteen (15) years, or who previously has performed student transportation services for the Farmington Public Schools in an unsatisfactory manner in the sole judgement of the school administration and the Farmington Board of Education.

SECTION 3 BID SPECIFICATIONS

A. SCOPE OF THE WORK:

The successful bidder shall provide all equipment, personnel and labor, materials, maintenance and repairs, permits, insurance, bonds and licenses, and all else required to transport students to the various schools within the Town of Farmington and outside of Farmington as directed, in accordance with the specifications, under a three-year contract with extension provisions to be executed following the bid award. In accordance with Section 1, subsection A, paragraph 10, bidders are instructed to review the sample form of contract document included herewith, and must be prepared to accept those terms, along with the terms of this Request For Proposals and Specifications.

B. OPERATORS:

1. The successful bidder shall assign properly licensed drivers to operate all buses, minibuses and vans used in carrying out the transportation services provided for under the terms of the contract. The successful bidder is responsible for the thorough initial training and refresher training of all drivers, and for determining that all drivers possess the superior driving skills and judgement expected by the Farmington Public Schools.
2. All persons assigned as regular or substitute drivers must be acceptable to the Superintendent of Schools as determined prior to the start of school each school year, and on-going throughout each year. The Superintendent of Schools and or designee reserves the right to accept or reject any or all drivers at any time during the contract period if it is deemed in the best interest of the Farmington Public Schools.
3. The drivers shall be of the highest moral character and not less than twenty-one (21) years of age and shall submit to and pass a physical examination, and shall meet at a minimum all standards of training, qualifications and testing required by the Connecticut Department of Motor Vehicles and any other governing state agencies prior to the opening of the school year.
4. No person shall be allowed to ride any vehicle unless so authorized in advance by the

Farmington Public Schools. Unauthorized passengers are prohibited.

5. Drivers are expressly forbidden to use personal mobile phones or other personal electronic devices, or to smoke, vape or drink any beverage at all times while on school buses. Use of a cell phone while in service, including while stopped or parked, shall be considered a serious safety violation, and shall subject the driver to disciplinary action up to and including termination.
6. Drivers must remain on their respective buses at all times while on school property, except in cases of emergency.
7. Drivers shall not leave a school bus unattended when passengers are on the bus.
8. No operator who has tested positive for alcohol or drug use or has had their driver's license suspended or revoked for alcohol or drug related offenses within the previous five (5) years shall be permitted to operate any vehicle under the terms of the contract.

C. VEHICLES:

1. Subject to the finalization of routes for the 2024-2025 School Year, and from year to year thereafter, Farmington Public Schools anticipates requiring approximately seventy (70) vehicles, including spare units, to perform the contract work. The successful bidder should be prepared to adjust the fleet size upward or downward by approximately ten percent (10%), or as may be required.
2. The present breakdown of the vehicle fleet is as follows:
 - 47 77-passenger buses
 - 1 47-passenger half bus
 - 5 30-passenger minibuses
 - 6 small buses equipped for 2 wheel chairs and no fewer than 4 ambulatory
 - 11 8-passenger vans

The exact wheel-chair configurations and passenger capacities will be determined when School Year 2024-2025 routes are finalized. The Farmington Public Schools will work with the successful bidder to prepare adequately for fluctuations in required fleet configuration.

3. Farmington Public Schools shall have priority use of the vehicles in the bus fleet at all times to meet all of the Farmington Public Schools transportation requirements set forth herein.
4. During the entirety of the contract, no vehicle shall be any older than ten (10) years from the date of manufacture. The full-sized bus fleet shall maintain an average age of six (6) years or less. No vehicle shall have an odometer reading of more than 175,000 miles at any time during the performance of the contract, unless this provision is waived by the Farmington Public Schools.

5. All full-sized buses shall have 77-passenger capacity, however if actual route ridership permits the use of slightly reduced seating, but in no case less than 71-passenger capacity, the smaller buses will be permissible for as long as student ridership does not require the larger size.
6. The successful bidder shall maintain all buses and other vehicles, and the equipment required thereon, in good and working order during the term of the contract and any subsequent renewal thereof. Any and all vehicles shall be made available for inspection by the Farmington Public Schools or its designee upon request.
7. Excessive occurrences of vehicle failures in service, in the sole judgment of the Farmington Public Schools, shall be considered a breach of contract.
8. All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the Federal Government and Connecticut Department of Motor Vehicles.
9. The successful bidder must submit a vehicle list detailing the composition of the school bus fleet servicing the Farmington Public Schools, which shall be updated annually, or as changes are made thereto.
10. At all times the successful bidder shall keep buses in a condition of cleanliness, interior and exterior, and safe satisfactory in the sole judgement of the Farmington Public Schools.
11. Copies of reports on the condition of buses as determined at the time of inspection by the Connecticut Department of Motor Vehicles shall be presented to the Farmington Public Schools no later than five days following the date of issuance.
12. There shall be no substitution of buses without permission of the Farmington Public Schools for the duration of the contract, except in the case of emergency breakdown or required maintenance and then only for a period of time not exceeding five (5) consecutive days. All substitute buses shall be subject to all contract requirements.
13. The successful bidder shall provide sufficient buses for use as spares, at a minimum of ten percent (10%) of the active bus fleet, by vehicle category: full-sized, minibus, and van. Spare buses must be not older than ten (10) years, and subject to the average age requirements set forth herein.
14. Each vehicle shall display prominently on both sides "FARMINGTON PUBLIC SCHOOLS" in lettering of a size and style conforming to the requirements of the State Department of Motor Vehicles.

D. VEHICLE EQUIPMENT

1. Each full-sized bus and minibus shall be equipped with a reflectorized automatic stop sign warning device with strobe lights, mounted upon the left side of the bus. This stop arm shall be activated to extend outward and flash while picking up or discharging students.
2. All vehicles must be equipped with two-way radios, operating on an FM emergency band.

The successful bidder must maintain a manned base station at all times that students are being transported, to maintain contact with all vehicles in service. The school administration shall be provided with radio equipment to monitor all radio transmissions.

3. The rear emergency door of each vehicle shall be equipped with a post-trip safety system that requires the bus driver to walk the interior length of the vehicle prior to exiting the vehicle to check and insure no student is left onboard.
4. If the Farmington Public Schools requires the successful bidder to install seat belts or other additional safety equipment or devices not listed herein, except as required by statute or Federal or State Regulation, the added cost of such installation shall be invoiced at cost plus ten percent (10%) overhead and ten percent (10%) profit.

E. GLOBAL POSITIONING, TRACKING AND GUIDANCE SYSTEM

The successful bidder shall provide, install and maintain a GPS management system in the each of the vehicles used in performance of the contract. The GPS system shall allow the real-time tracking of each bus in service. The successful bidder shall provide and install all necessary software and ensure continuous connection to the GPS system for the Farmington Public Schools for the duration of the contract at no additional cost. The selection of the GPS system is subject to final approval of the Farmington Public Schools.

F. VIDEO CAMERA SYSTEM:

1. All vehicles used in the performance of the work must be equipped with digital video systems to monitor passenger behavior and related activities. All buses (including spares) shall be equipped with a minimum of four (4) cameras. At least one of the cameras on each bus (including spares) must be outward facing to show the exterior of the bus from the vehicle operator's perspective. All vans shall be equipped with a minimum of one (1) camera. The digital video systems installed in the vehicles shall be equipped with audio capture feature and hard drive retention of a minimum of twenty (20) school days. All cameras must be placed in locations approved by the school district, with camera coverage set to record entryway, driver, and front, middle and rear seats. The successful bidder shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at all times. The mandate to have operational cameras in all vehicles providing services in accordance with these specifications is fundamental to the Contractor's performance, and any failure to have operational cameras shall be considered a material breach of the contract.
2. Cameras and hard drives shall be used only in accordance with the policies and procedures of the Farmington Public Schools. All video imagery and audio recordings are the sole property of the Farmington Public Schools.
3. The video system shall be supplied, installed and fully operable by July 1, 2024.

G. COMPUTER ROUTING SOFTWARE:

1. The successful bidder shall maintain a computerized routing system, approved by the Farmington Public Schools, at the bidder's expense. The computerized routing system must be compatible with PowerSchool SIS for automated transmission of student demographic information. Before the start of each school year, the successful bidder will submit proposed routes to the Farmington Public Schools for review and approval.
2. Available information on the bus routes for School Year 2023-2024 is included in this document for bidders' information and review. Supplementary information may be provided via addenda during the period preceding the bid opening date, and also at the Pre-Bid Conference. These 2023-2024 serve as a starting point for the routes to be presented to the school administration by the successful bidder for SY 2024-2025, which may also reflect transition plan improvements and efficiencies.

H. PARKING AND MAINTENANCE FACILITY:

1. The successful bidder shall establish and maintain a suitable parking and maintenance facility within the boundaries of the Town of Farmington, and all vehicles used in the performance of the work shall be registered designating the Farmington location for purposes of excise and personal property taxes. The school district may allow the successful bidder additional time, perhaps extending into the initial contract year, to comply with this provision if necessary, and also may permit the maintenance facility to be located nearby but outside of town boundaries, subject to school district approval.
2. Each bidder shall include details on the proposed site(s) to be used to house, maintain, and operate the fleet of vehicles required to provide the transportation services outlined herein. The school district reserves the right to request additional information regarding, and to inspect, the site(s) proposed by a bidder. If the proposed site(s) are not currently under the control of the bidder, information about any contact made with the controlling party should be provided. If a suitable site is not available within the Town, specific information about an alternative site should be provided. The district will evaluate the feasibility of any deadhead travel related to the proposed site(s). The district will neither reimburse the contractor for operating time, nor provide fuel, for any deadhead travel to a site outside of the Town of Farmington.
3. All vehicles shall be parked in the facility when not in use for the transportation of Farmington Public Schools students. No vehicle will be parked on any public way within the Town of Farmington overnight, on weekends, or between morning and afternoon trips, except where specifically authorized by Farmington Public Schools.

I. FUEL:

1. The Farmington Public Schools will provide to the successful bidder the motor fuel required to perform the school transportation work described herein, subject to audit. The

successful bidder shall use the fuel supplied only for the assigned vehicles performing the routes and trips ordered by the Farmington Public Schools, as set forth herein.

2. Fuel provided shall be limited to a cap based upon route mileage, including necessary dead-head from an in-town base location, and fuel efficiency standards tentatively set at 8 mpg for full sized diesel buses, 12 mpg for minibuses, and 18 mpg for gasoline powered vans and cars. This provision is subject to negotiation with the successful bidder, with the Farmington Public School having final authority.
3. Required diesel and unleaded gasoline will be made available to the successful bidder at the Farmington Highway and Grounds facility, 554 New Britain Ave, Unionville, CT 06085. Each vehicle and operator utilizing the fuel pumps will be pre-registered with Farmington Public Works, and issued the necessary fobs and key codes to use the fuel pumps. Pump operators will submit accurate odometer readings with each pump use for the purpose of periodic fuel audits.

SECTION 4 CONTRACT DOCUMENT AND TERMS

A. CONTRACT DOCUMENTS:

The Contract Documents shall consist of the forthcoming signed Contract, this Request For Proposals and Bid Specifications, and the completed Bid Forms submitted by the successful bidder.

B. CONTRACT EXECUTION:

1. The successful bidder will be required to enter into a written contract substantially in the form of the form of contract included herein for a period of three (3) years with the option of two (2) additional one (1) year contract extensions exercised at the sole discretion of the Farmington Public Schools, subject to annual appropriation.
2. Should any bidder to whom an award is made fail to enter into a written contract within thirty (30) days of written notification of such an award from the Farmington Public Schools, or fail to furnish a performance bond within the time prescribed below, the amount so received from the bidder as a bid deposit, through bid bond or certified check, shall become the property of the Farmington Public Schools, as liquidated damages for such failure.

C. PERFORMANCE BOND:

1. The successful bidder shall furnish at its own expense a surety performance and payment bond with an option to renew each succeeding year of the contract term, in a form satisfactory to the Farmington Public Schools, conditioned upon the faithful and continuous performance by the successful bidder of all terms and conditions of the

contract. The bond shall be equal to one hundred percent (100%) of one year's estimated contract price. The performance bond shall be issued by a surety company acceptable to Farmington Public Schools and licensed or authorized to do business in Connecticut.

2. Upon the exercise of the right of the Farmington Public Schools to terminate the contract for default, the surety and payment bond may be called, and any loss or cost incurred by the Farmington Public Schools shall be compensated by the bonding company to the extent of the policy limits.
3. Should the successful bidder fail to deliver said performance bond, the Farmington Public Schools shall withhold any and all payments due said successful bidder, until such time as said performance bond has been received, or, at the option of the Farmington Public Schools, until such time as alternative arrangements have been agreed between the parties.
4. Bidders must verify their bonding capabilities in connection with their bid proposals. Prior to the award, bidders may be asked to submit verification establishing proof of competency to execute the contract and provide the performance bond.

D. DURATION:

The contract shall be for the three-year period beginning July 1, 2024 and ending June 30, 2027, followed by two (2) separate one-year contract extensions, awarded at the sole option of the Farmington Public Schools prior to the start of the extension period. The first extension year shall be July 1, 2027 through June 30, 2028, and the second extension year shall be July 1, 2028 through June 30, 2029. The Farmington Public Schools reserves the right to award both optional extension years at the same time, prior to the start of this first option period.

E. INSURANCE:

1. The successful bidder shall maintain in force a policy of insurance covering all vehicles owned, maintained, or used under the contract. The policy shall name as additional insured parties the Town of Farmington and the Farmington Board of Education, and their agents and employees, on a primary and non-contributory basis. Coverage shall include general liability that includes sexual abuse and molestation coverage, and liability for bodily injury and property damage resulting from the ownership, maintenance, or use of any such vehicle by the successful bidder, its agents or employees. The minimum policy limits shall be Five Million Dollars (\$5,000,000) for property damage and Fifteen Million Dollars (\$15,000,000) per vehicle, per accident or incident, for personal injury or death, including injury to passengers. The successful bidder shall also file annually a certificate of Workers Compensation Insurance. A copy of the policy and the certificate shall be filed by August fifteenth of each year of the contract with the Farmington Public Schools, and each shall also contain a provision requiring a minimum of thirty (30) days' written notice to the Farmington Public Schools prior to any change to the policies or cancelation thereof.

2. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall be cause for immediate corrective action up to and including contract termination.
3. The successful bidder shall save the Town of Farmington and the Farmington Public Schools and their agents and employees harmless against any and all claims, expenses, loss or liability whatsoever arising out of or incidental thereto in connection with its operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein. Neither the Town of Farmington nor the Farmington Public Schools shall be liable for the loss of personal or real property or loss of use thereof or liability to third parties caused by perils covered by insurance.
4. All insurance policies and performance and payment bonds shall be issued by approved companies authorized to do business in the State of Connecticut and shall be in a form satisfactory to the Town of Farmington counsel. Farmington Public Schools reserves the right to make direct inquiry to the insurer or surety for information relative to such insurance or bond, and the successful bidder shall agree to assist, if necessary, in obtaining such information.

F. ASSUMPTION OF LOSS AND LIABILITY:

1. The successful bidder agrees that it shall pay for or cause to be paid for all labor performed or furnished, all materials used or employed in the performance of the work under the contract, and all rental or hire of machinery and equipment employed in such work, excepting fuel supplied by Farmington.
2. Any school property damaged by the successful bidder in carrying out the provisions of the contract shall be restored to its original condition by the successful bidder at the bidder's expense, and the materials and workmanship used must be first class in every respect. In the event of the failure of the successful bidder to make such repairs promptly to the satisfaction of the Superintendent of Schools, the Farmington Public Schools may at its discretion direct that such repairs be made, that the cost of such repairs be charged against the successful bidder, and that any sum of money due the successful bidder be applied to meet the cost of such repairs.
3. The successful bidder is retained solely for the purpose and to the extent set forth in the contract. During the term of the contract, the successful bidder's relationship to the Farmington Public Schools shall be that of an independent contractor. The successful bidder shall have no capacity to involve the Farmington Public Schools in any contract or to incur any liability on the part of the school district.

G. LIQUIDATED DAMAGES:

The Farmington Public Schools may assess damages against the successful bidder, to be paid as liquidated damages and not as a penalty or forfeiture, as set forth in the form of contract.

In addition, the school district will not pay for any services that have not been provided. Prior to the implementation of any liquated damages, the school district will attempt to communicate with the successful bidder to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the school district's determination as to whether or not a mitigating circumstance existed.

H. FAILURE OF PERFORMANCE

1. It shall be understood and agreed by the successful bidder that the assessment of non-performance damages shall be in addition to the right of the school district to terminate the contract and call the performance bond, and that in the event of termination, the above damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this section are in addition to any other rights or remedies available to the school district under the contract, and in law and equity.
2. In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, the Farmington Public Schools shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the successful bidder.
3. It is expressly understood by the successful bidder that the school district, by not exercising its rights, or by waiving any of the provisions of the contract, or by exercising the provisions of the contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous non-exercise or waiver.
4. The above remedies are in addition to any other remedies the Farmington Board of Education may have.

I. TERMINATION:

1. In the event of contract termination by the Farmington Board of Education, the board's payment obligation shall cease as of the final date on which transportation services in accordance with the contract are last performed by the successful bidder.
2. Upon termination of the contract pursuant to this section, the successful bidder and its surety will be responsible for, and indemnify the Board for, the Board's expenses, losses and damages incurred in replacing the successful bidder for the remainder of the term of the contract.
3. If, at any time during the term of the contract, the successful bidder, in the sole judgment of the Farmington Board of Education;
 - a. fails to provide the level of services required under the contract;
 - b. fails to fulfill services required in accordance with agreed schedules;

- c. becomes insolvent;
- d. makes an assignment for the benefit of creditors;
- e. files a voluntary petition in bankruptcy;
- f. is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
- g. abandons the work;
- h. subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the contract other than as provided herein;
- i. fails to provide the insurance required by the contract;
- j. fails to provide the performance bond as set forth herein; or
- k. fails to comply with any other term or condition of the contract, then

the Farmington Board of Education shall have the right to terminate the contract upon written notice to the Contractor. The above remedies are in addition to any other remedies the Farmington Board of Education may have.

In the event of contract termination by the Board of education, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with the contract are last performed by the successful bidder.

Upon termination of the contract pursuant to this section, the successful bidder and its surety will be responsible for, and indemnify the Board for, the Board's expenses, losses and damages incurred in replacing the successful bidder for the remainder of the term of the contract..

J. LAWS AND PUBLIC POLICY:

1. The contract will be made subject to all laws of the State of Connecticut. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause.
2. The successful bidder shall keep itself fully informed of and agrees to comply with pertinent Federal, State and Municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in the contract.
3. The successful bidder shall procure all applicable permits, licenses, and approval necessary for the performance of services under the contract at the successful bidder's expense.

SECTION 5 OPERATING PROCEDURES

A. PAYMENT:

1. Payment shall be made within thirty (30) business days after invoices are received for the preceding calendar month. The invoices shall set forth such detail as the Farmington Public Schools may require, in a format acceptable to the school district's Business

Manager, and shall reflect the rates quoted on the bid form. The Farmington Public Schools may elect to pay based upon the actual number of days operated, or one-tenth per month of the annual contract charges. Extracurricular trips shall be invoiced and paid separately.

2. Compensation will be paid only for the days that work is performed and schools are in session, except as set forth herein.
3. No compensation shall be due or made by the Farmington Public Schools for non-conforming performance.
4. No payment shall be made for bus routes not operated during inclement weather, or for any other cause that is the responsibility of the successful bidder.

B. FORCE MAJEURE:

The successful bidder shall be excused from liability for failure to perform when such failure is due to an act of God, public enemy, terrorism, fires, earthquakes or other similar causes beyond their control. In this regard, labor issues and strikes are not considered beyond the control of the successful bidder. Even though said successful bidder may be legally excused, no payment will be made for work not done, except as set forth below.

C. SCHEDULING AND SCHOOL TIMES:

1. School hours will be established by the Farmington Public Schools. Buses will be scheduled so as to assure arrival of pupils at school fifteen (15) minutes before school sessions begin, and no vehicle shall arrive on school premises any earlier than twenty-five (25) minutes before the session ends.
2. Buses shall be required, as directed by and at the times specified by the Farmington Public Schools, to pick up students at their respective bus stops, transport the students to their designated schools or other sites, pick up the students at the schools or other sites to which they were transported and return the students to their respective stops. No route shall result in a student riding on a bus for more than sixty (60) minutes.
3. Doubling-up of routes because of bus or driver shortage shall not be considered acceptable performance. Buses marked on the sides "FARMINGTON PUBLIC SCHOOLS" will not be used for the transportation of any students or passengers other than those associated with the Farmington Public Schools without prior consent of the Farmington Public Schools.
4. The successful bidder shall be responsible for handling and resolving inquiries from parents, routing issues, service complaints and other day-to-day interactions with students and parents, in a manner such that school district personnel are not required to devote significant time to student transportation issues.
5. A scheduled trip may be canceled by the Farmington Public Schools by notifying the successful bidder orally or in writing at or prior to 6:30 AM on the day on which the

particular trip was scheduled to run.

6. The Farmington Public Schools shall have the authority to make such changes as deemed necessary in adjusting the number of buses, assignment of pupils, groups or routes, time and dates, or any matter affecting the specific, individual needs of students.
7. The successful bidder shall furnish, at the same prices as in the base bid for regular transportation, such additional buses as may be ordered in writing by the Superintendent of Schools.

D. PUPILS:

1. Changes in the number of students on any route, increasing or decreasing the number of buses or new accommodations necessary for safe and convenient service may be made by the Farmington Public Schools at the beginning of each school year, or at the time such adjustment is deemed by the Farmington Public Schools to be in the best interest of proper service.
2. Drivers will report all cases of student misbehavior on school buses and will handle all disciplinary matters in strict accordance with the policy established by the Farmington Board of Education.
3. In no case will a driver eject a student from a bus for misbehavior or forbid a student from riding to or from school for misbehavior.
4. If requested by the Farmington Public Schools, the successful bidder shall provide written reports of bus counts showing the numbers of pupils on each bus and on each bus trip, as well as the bus trip mileage. These reports will be required on two (2) consecutive days in September and at any other times as the successful bidder may be directed by the Farmington Public Schools. Such pupil counts and mileage reports will be written on forms approved by the Farmington Public Schools.

E. ACCIDENTS:

The successful bidder shall report immediately after its occurrence to the Farmington Public Schools each and every accident or other incident or circumstances which causes unavoidable delay, or in any way interferes with the performance of the contract.

A complete and accurate written report must be submitted to the Farmington Public Schools within twenty-four (24) hours following any accident or incident.

F. ON-SITE MANAGEMENT:

1. The successful bidder shall provide a full time, on-site manager to maintain the operation and guarantee the availability of drivers and buses during the entire school day, including the hours of 5:00 AM to 6:00 PM, for the duration of the contract. Said manager shall be exclusively dedicated to the Farmington Public Schools student transportation

contract and shall be available to administrators of the Farmington Public Schools each school day for the full term of the contract.

2. In addition to the manager, the successful bidder shall employ a staff to deal with receiving and resolving all inquiries from parents, routing issues, resolving service complaints and other day-to-day interactions with students and parents, in a manner such that school district personnel are not required to devote significant time to student transportation issues, as set forth above.
3. The full time manager shall have a mobile phone to receive direct calls from school district personnel, and to be available for all routine and emergency situations.

G. PRE-OPENING SCHOOL PROCEDURES:

1. The successful bidder shall be responsible to have all drivers on all routes drive a school bus over their routes not less than once during the week prior to school opening. During these pre-opening runs, the driver shall follow the routes exactly as listed on the routing documents supplied by the Farmington Public Schools Department to the successful bidder. The drivers shall stop the bus at all listed pickup and discharge points on the route and be thoroughly familiar with the location of streets, stops, and schools.
2. The successful bidder shall report any exceptions, suggestions, or corrections which result from the pre-opening runs. However, no modifications to routes shall be made by the successful bidder until specific agreement to do so has been received from the Farmington Public Schools.

H. SUMMER SCHOOL BUSES:

The successful bidder must have a sufficient number of buses available on July 1, 2024 in order to meet summer school and extended school year (“ESY”) requirements during the first year of the contract. The successful bidder shall provide the summer school transportation, ESY transportation, and any other school district required transportation service in the summer of 2024 and each contract year thereafter.

I. EXTRA-CURRICULAR, ATHLETIC & FIELD TRIP VEHICLES:

The bid forms call for fixed price charges for athletic and field trips to multiple specific locations. In-town trips during the school day, where the driver does not wait at the destination for the return trip, shall be quoted at a flat-rate two-hour charge, as set forth on the bid sheets. Out-of-town trips not specifically listed in the bid sheets shall be quoted in terms of charge per mile and charge per hour.

SECTION 6 FORM OF BID PROPOSAL

Title: BID FOR SCHOOL BUS TRANSPORTATION
FOR FARMINGTON PUBLIC SCHOOLS

December 14, 2023

From: Name and Address of Proposer

To: Mr. Scott Hurwitz, Assistant Superintendent for Finance & Operations
Farmington Public Schools
1 Monteith Drive
Farmington, CT 06032

Each proposal must contain the following documents:

1. A cover letter or statement of experience giving a brief business history of the bidder's firm, past and present school systems served, and state the number of years the firm has been in the student transportation business. State the type of organization, such as Single Proprietorship, DBA, Corporation, Partnership, or Limited Liability Company. State the names and optionally the qualifications of your key personnel, including the proposed Terminal Manager if known at the time of the bid.
2. The completed Bid Proposal Forms on the following pages.
3. Any optional alternate proposal, set forth in the format of the Bid Proposal Form, and clearly identifying all elements of the proposal not conforming to the Specifications.
4. Vehicle list. In the event that the bidder does not have the fleet currently available to meet requirements, the successful bidder shall deliver to the Superintendent of Schools within ten (10) business days after notice of the acceptance of bid proposal, documentation satisfactory to the Farmington Public Schools that the vehicles meet these specifications.
5. Bid Bond
6. Organizational Chart and proposed staffing.
7. Non-Collusion Certificate.
8. Non-Discrimination Statement

**FARMINGTON PUBLIC SCHOOLS
RFP MAIN BID FORM**

<u>School Year</u>	Full Bus 77-Passenger Price Per Bus <u>Per Day</u>	Minibus 24-Passenger Price Per Bus <u>Per Day</u>	Small Vehicle Wheel Chair Price Per Bus <u>Per Day</u>	Van 8-Passenger Price Per Route <u>Per Day</u>	Midday Routes Price Per Route <u>Per Day</u>	Late Bus Routes Price Per Route <u>Per Day</u>	Bus Aide <u>Per Day</u>
2024-2025							
2025-2026							
2026-2027							
<u>Extension Years</u>							
2027-2028							
2028-2029							

Extracurricular Trips - For In-Town and Field Trips Not Specified in Town-by-Town Price Sheets

<u>School Year</u>	In-Town Trips 2-Hr Flat Rate <u>Per Trip</u>	Out of Town Trips <u>Per Mile</u>	Out of Town Trips <u>Per Hour</u>
2024-2025			
2025-2026			
2026-2027			
<u>Extension Years</u>			
2027-2028			
2028-2029			

**FARMINGTON PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
BID FORM**

Flat Rate Pricing for Field Trip Destinations - Driver Waits With Bus

	School Year 2024-2025	School Year 2025-2026	School Year 2026-2027	Extension Year 1 2027-2028	Extension Year 2 2028-2029
Agawam, MA					
Amherst, MA					
Andover					
Ansonia					
Avon					
Barkhasted					
Beacon, NY					
Beacon Falls, CT					
Berlin					
Bethel					
Bloomfield					
Bolton					
Boston, MA					
Branford					
Brewster, NY					
Bridgeport					
Bristol					
Brookfield					
Brooklyn, CT					
Burlington					
Canaan					
Cambridge, MA					
Canton					
Charlemont, MA					
Cheshire					
Clinton					
Colchester					
Colebrook					
Cornwall					
Coventry					
Cromwell					
Danbury					
Darien					
Deep River					
Deerfield, MA					
Durham					

	School Year 2024-2025	School Year 2025-2026	School Year 2026-2027	Extension Year 1 2027-2028	Extension Year 2 2028-2029
East Granby					
East Haddam					
East Hampton					
East Hartford					
East Haven					
East Lyme					
East Windsor					
Ellington					
Enfield					
Essex					
Fairfield					
Glastonbury					
Goshen					
Granby					
Great Barrington, MA					
Greenwich					
Griswold					
Groton					
Guilford					
Hamden					
Hartford					
Harwinton					
Hebron					
Housatonic					
Ivoryton					
Kent					
Killingly					
Lakeville					
Ledyard					
Litchfield					
Lowell, MA					
Madison					
Manchester					
Marlborough					
Meriden					
Middlebury					
Middlefield					
Middletown					
Middletown, NY					
Milford					
Millerton, NY					

	School Year 2024-2025	School Year 2025-2026	School Year 2026-2027	Extension Year 1 2027-2028	Extension Year 2 2028-2029
Monroe					
Montville					
Moodus					
Mystic					
Naugatuck					
Moodus					
Mystic					
Naugatuck					
New Britain					
New Canaan					
New Fairfield					
New Hartford					
New Haven					
New London					
New Milford					
New Preston					
New York City					
Newington					
Niantic					
North Adams, MA					
North Branford					
North Haven					
Northampton, MA					
Norwalk					
Norwich					
Old Lyme					
Old Saybrook					
Orange					
Oxford					
Plainville					
Portland					
Providence, RI					
Redding					
Ridgefield					
Riverton					
Rockville					
Rocky Hill					
Salisbury					
Saratoga, NY					
Seymour					
Shelton					

	School Year 2024-2025	School Year 2025-2026	School Year 2026-2027	Extension Year 1 2027-2028	Extension Year 2 2028-2029
Simsbury					
Somers					
South Deerfield, MA					
South Windsor					
Southbury					
Southington					
Springfield, MA					
Stafford					
Stafford Springs					
Stamford					
Stonington					
Stony Creek					
Stony Creek					
Storrs					
Stratford					
Sturbridge, MA					
Suffield					
Terryville					
Thomaston					
Thompson					
Tolland					
Torrington					
Trumbull					
Tyngsboro, MA					
Vernon					
Wallingford					
Washington					
Waterbury					
Waterford					
Watertown					
West Hartford					
West Haven					
West Redding					
Westbrook					
Weston					
Westport					
Wethersfield					
Wilbraham, MA					
Willamsport, MA					
Willimantic					
Willington					

	School Year 2024-2025	School Year 2025-2026	School Year 2026-2027	Extension Year 1 2027-2028	Extension Year 2 2028-2029
Wilson					
Wilton					
Windham					
Windsor Locks					
Windsor					
Winsted					
Wolcott					
Woodbridge					
Woodbury					
Woodstock					
Worcester, MA					

FARMINGTON BOARD OF EDUCATION
NON-DISCRIMINATION STATEMENT

The Farmington Board of Education is an Equal Opportunity Employer, and it will not transact business with firms that are not in compliance with all federal and state statutes and executive orders pertaining to non-discrimination.

In order to have the bidder's bid considered, the bidder is required to complete and return the following Statement of Policy with its bid.

It is the contractor's responsibility to ensure continuing compliance with this policy throughout the term of the contract, if awarded.

STATEMENT OF POLICY

It is the employment policy of the _____ [name of bidder] that there shall be no discrimination against anyone on the grounds of race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), veteran status or gender identity or expression in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various equal employment opportunities and civil rights statutes noted above.

Date _____

Signed _____

(Name/Title of Company Officer)

Telephone

Street Address

City/State

NON-COLLUSION STATEMENT

The undersigned hereby declares that this bid is made without any connection with any other person or person making any bid for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Farmington Board of Education is directly or indirectly interested in the bid or in the services to which it relates, or in any portion of the profits therefrom.

Company Name

Signed: _____

By:

Name

Title

Street

City/State Zip

Date

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and sworn to before me on this _____ day of _____ 20__.

Notary Public

Routing Information

The following twenty-five (25) pages contain routing information for Regular Education and Special Needs transportation for the current year. Enrollment information for School Year 2024-2025 will determine the adjustments required for bus and van routes for next year.

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
309	1				Pre - Route	6.17	0	11:18	0:0
		7:40 AM	14 1A AM	19		0.36	6.89	0:52	24:44
					Sit Time	0	0	5:00	0:0
					Inter - Route	1.08	0	2:10	0:0
		8:30 AM	14 EF AM	10		0.02	6.20	0:03	19:46
					Sit Time	0	0	5:00	0:0
					Inter - Route	0.20	0	0:46	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	14 1A PM	20		0	7.43	0:0	26:13
					Inter - Route	0.62	0	1:25	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	14 EF PM	11		0.22	7.15	0:52	21:52
					Post - Route	7.05	0	13:42	0:0
Subtotals:						15.72	27.67	61:08	92:35

SubTotals for Bus 309:

15.72

27.67

61:08

92:35

Totals for Bus 309:

43.39 miles

153:43

320	1				Pre - Route	3.02	0	5:21	0:0
		7:15 AM	34 HS AM	19		0	6.28	0:0	24:43
					Sit Time	0	0	5:00	0:0
					Inter - Route	6.00	0	16:20	0:0
		8:33 AM	34 NW AM	32		0.04	9.61	0:04	35:37
					Sit Time	0	0	5:00	0:0
					Post - Route	3.80	0	6:59	0:0
Subtotals:						12.86	15.89	38:44	60:20

320	2				Pre - Route	2.94	0	11:13	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	34 HS PM	19		0	6.28	0:0	29:12
					Inter - Route	2.04	0	3:47	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	34 NW PM	32		1.77	8.83	5:13	32:01

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1293	1				Pre - Route	3.47	0	6:15	0:0
		7:40 AM	32 IA AM	15	Sit Time	0.81	10.39	1:37	30:37
					Inter - Route	0	0	5:00	0:0
		8:30 AM	32 WD AM	28	Sit Time	0.24	0	0:48	0:0
					Inter - Route	7.02	5.72	17:05	32:12
					Sit Time	0	0	5:00	0:0
					Inter - Route	6.07	0	12:45	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	32 IA PM	16	Sit Time	0	10.30	0:0	30:45
					Inter - Route	3.19	0	7:11	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	32 WD PM	28	Sit Time	0.17	7.15	1:01	36:58
					Post - Route	1.21	0	2:06	0:0
Subtotals:						22.18	33.56	78:48	130:32
SubTotals for Bus 1293:						22.18	33.56	78:48	130:32
Totals for Bus 1293:						55.74 miles		209:20	

Routing Scheme 23-24 ROUTES
Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1431	1	7:04 AM	5 HS AM	24	Pre - Route	3.06	0	5:26	0:0
						0.08	14.04	0:08	38:32
					Sit Time	0	0	5:00	0:0
					Post - Route	2.94	0	11:13	0:0
					Subtotals:	6.08	14.04	21:47	38:32
1431	2	8:40 AM	5 EF AM	8	Pre - Route	5.40	0	11:31	0:0
						0	8.10	0:0	30:37
					Sit Time	0	0	5:00	0:0
					Post - Route	6.32	0	11:43	0:0
					Subtotals:	11.72	8.1	28:14	30:37
1431	3	2:33 PM	5 HS PM	27	Pre - Route	2.94	0	11:13	0:0
					Sit Time	0	0	10:00	0:0
						0	11.30	0:0	36:47
					Inter - Route	4.56	0	8:51	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	5 EF PM	10		0	6.57	0:0	27:44
					Post - Route	3.39	0	11:21	0:0
					Subtotals:	10.89	17.87	51:25	64:31
SubTotals for Bus 1431:						28.69	40.01	101:26	133:40
Totals for Bus 1431:						68.7 miles		235:06	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1441	1				Pre - Route	2.38	0	5:44	0:0
		7:40 AM	19 IA AM	23		0.21	11.93	0:50	34:02
					Sit Time	0	0	5:00	0:0
					Inter - Route	3.05	0	6:00	0:0
		8:30 AM	19 WW AM	21		0.23	9.59	0:58	28:47
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	9.03	21.52	30:09	62:49
1441	2				Pre - Route	6.37	0	11:52	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	19 IA PM	28		1.93	11.96	5:16	34:34
					Inter - Route	0.07	0	0:17	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	19 WW PM	22		0.61	7.88	2:59	26:21
					Post - Route	5.50	0	11:54	0:0
					Subtotals:	14.48	19.84	52:18	60:55
SubTotals for Bus 1441:						23.51	41.36	82:27	123:44
Totals for Bus 1441:						64.87 miles		206:11	
1442	1				Pre - Route	5.43	0	11:36	0:0
		8:30 AM	35 WW AM	16		2.04	10.83	7:06	42:34
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	10.63	10.83	30:19	42:34
1442	2				Pre - Route	6.31	0	11:47	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	25 IA PM	12		0.64	9.57	3:19	26:14
					Inter - Route	3.95	0	10:14	0:0

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1443	1				Pre - Route	4.55	0	7:59	0:0
		7:15 AM	3 HS AM	19	Sit Time	0.90	6.62	2:09	33:33
					Inter - Route	0	0	5:00	0:0
						5.10	0	14:31	0:0
		8:30 AM	3 WW AM	31	Sit Time	0.15	14.60	0:13	44:05
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	13.86	21.22	41:29	77:38
1443	2				Pre - Route	2.94	0	11:13	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	3 HS PM	19		0	8.10	0:0	36:31
					Inter - Route	4.88	0	11:49	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	3 WW PM	31		0.79	13.62	2:14	41:36
					Post - Route	4.30	0	7:30	0:0
					Subtotals:	12.91	21.72	52:46	78:07
SubTotals for Bus 1443:						26.77	42.94	94:15	155:45
Totals for Bus 1443:						69.71 miles		250:00	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1447	1	7:15 AM	6 HS AM	15	Pre - Route	2.42	0	5:17	0:0
						0	4.37	0:0	18:27
					Sit Time	0	0	5:00	0:0
					Post - Route	2.94	0	11:13	0:0
					Subtotals:	5.36	4.37	21:30	18:27
1447	2	8:30 AM	6 WW AM	0	Pre - Route	2.30	0	7:23	0:0
						10.04	0	25:00	0:0
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	15.5	0	44:00	0:0
1447	3	2:33 PM	6 HS PM	15	Pre - Route	2.85	0	10:51	0:0
					Sit Time	0	0	10:00	0:0
						0.11	4.37	0:34	23:23
					Inter - Route	3.28	0	6:59	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	6 WW PM	0		10.17	0	24:55	0:0
					Post - Route	2.08	0	5:32	0:0
					Subtotals:	18.49	4.37	68:51	23:23
SubTotals for Bus 1447:						39.35	8.74	134:21	41:50
Totals for Bus 1447:						48.09 miles		176:11	
1449	1	8:42 AM	30 EF AM	17	Pre - Route	5.07	0	11:01	0:0
						0.06	10.17	0:23	42:33
					Sit Time	0	0	5:00	0:0
					Post - Route	6.32	0	11:43	0:0
					Subtotals:	11.45	10.17	28:07	42:33

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1451	1				Pre - Route	1.22	0	2:08	0:0
		7:15 AM	33 HS AM	10	Sit Time	0.08	6.13	0:07	21:57
					Inter - Route	0	0	5:00	0:0
		8:30 AM	33 WW AM	41	Sit Time	0.19	0	0:46	0:0
					Inter - Route	0.09	13.73	0:09	49:51
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.19	0	15:25	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	33 HS PM	13	Sit Time	0.40	4.46	2:45	22:07
					Inter - Route	2.31	0	4:47	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	33 WW PM	44	Sit Time	0.85	11.85	2:37	45:46
					Post - Route	2.38	0	9:37	0:0
Subtotals:						12.71	36.17	68:21	139:41

SubTotals for Bus 1451: 12.71 36.17 68:21 139:41

Totals for Bus 1451: 48.88 miles 208:02

1453	1				Pre - Route	0.55	0	0:59	0:0
		7:40 AM	16 IA AM	23	Sit Time	0.01	10.14	0:0	31:17
					Inter - Route	0	0	5:00	0:0
		8:25 AM	16 WD AM	23	Sit Time	0.24	0	0:48	0:0
					Inter - Route	8.12	4.40	17:50	23:40
					Sit Time	0	0	5:00	0:0
					Inter - Route	6.02	0	12:33	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	16 IA PM	22	Sit Time	0.56	10.56	1:19	39:55
					Inter - Route	2.53	0	5:39	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	16 WD PM	22	Sit Time	0.14	4.44	0:44	22:46
					Post - Route	2.04	0	5:26	0:0
Subtotals:						20.21	29.54	75:18	117:38

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1506	1				Pre - Route	6.67	0	12:30	0:0
		7:40 AM	9 IA AM	18		0.19	6.53	0:27	22:18
					Sit Time	0	0	5:00	0:0
					Inter - Route	0.85	0	2:01	0:0
		8:30 AM	9 WW AM	24		0	12.61	0:0	37:58
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.57	0	11:11	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	9 IA PM	19		0.57	6.76	1:52	22:31
					Inter - Route	6.09	0	12:54	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	9 WW PM	22		0	13.40	0:0	38:53
					Post - Route	5.15	0	10:25	0:0
Subtotals:						25.09	39.3	81:20	121:40
SubTotals for Bus 1506:						25.09	39.3	81:20	121:40
Totals for Bus 1506:						64.39 miles		203:00	
1509	1				Pre - Route	5.87	0	10:21	0:0
		7:34 AM	27 IA AM	22		0	16.03	0:0	42:32
					Sit Time	0	0	5:00	0:0
					Inter - Route	1.17	0	2:29	0:0
		8:39 AM	27 EF AM	25		0	15.56	0:0	42:16
					Sit Time	0	0	5:00	0:0
					Post - Route	6.32	0	11:43	0:0
Subtotals:						13.36	31.59	34:33	84:48
1509	2				Pre - Route	6.31	0	11:47	0:0
					Sit Time	0	0	10:00	0:0
		2:58 PM	27 IA PM	22		0	14.18	0:0	38:33
					Inter - Route	3.06	0	5:59	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	27 EF PM	23		0.62	10.97	1:34	34:03

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1512	1				Pre - Route	0	0	0:0	0:0
		7:05 AM	12 HS AM	15	Sit Time	1.92	5.50	3:30	22:11
					Inter - Route	0	0	5:00	0:0
						0.15	0	0:36	0:0
		8:30 AM	12 WW AM	34	Sit Time	1.33	16.38	4:14	49:20
					Post - Route	0	0	5:00	0:0
						3.16	0	6:37	0:0
					Subtotals:	6.56	21.88	24:57	71:31
1512	2				Pre - Route	2.85	0	10:51	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	12 HS PM	12	Inter - Route	4.19	3.59	10:29	19:21
					Sit Time	0	0	0:0	0:0
						0	0	10:00	0:0
		3:25 PM	12 WW PM	34	Post - Route	2.13	15.30	8:32	47:28
						0	0	0:0	0:0
					Subtotals:	9.17	18.89	49:52	66:49
SubTotals for Bus 1512:						15.73	40.77	74:49	138:20
Totals for Bus 1512:						56.5 miles		213:09	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1609	1				Pre - Route	2.57	0	5:04	0:0
		7:05 AM	39 HS AM	18		0.07	12.62	0:06	40:31
					Sit Time	0	0	5:00	0:0
					Post - Route	2.94	0	11:13	0:0
					Subtotals:	5.58	12.62	21:23	40:31
1609	2				Pre - Route	3.04	0	5:32	0:0
		8:30 AM	37 WW AM	19		0.01	10.69	0:01	35:38
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	6.21	10.69	17:10	35:38
1609	3				Pre - Route	2.94	0	11:13	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	39 HS PM	18		0.34	10.15	1:16	40:26
					Inter - Route	0.73	0	1:47	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	37 WW PM	19		0.24	8.02	0:48	27:49
					Post - Route	1.65	0	5:43	0:0
					Subtotals:	5.9	18.17	40:47	68:15
SubTotals for Bus 1609:						17.69	41.48	79:20	144:24
Totals for Bus 1609:						59.17 miles		223:44	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1610	1				Pre - Route	0.08	0	0:10	0:0
		7:15 AM	7 HS AM	19	Sit Time	0.48	4.73	0:49	24:12
					Inter - Route	0	0	5:00	0:0
		8:32 AM	7 WW AM	20	Sit Time	2.95	0	10:41	0:0
					Post - Route	0.56	13.38	2:13	37:27
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	7.23	18.11	30:30	61:39
1610	2				Pre - Route	2.94	0	11:13	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	7 HS PM	19	Inter - Route	0.18	6.24	2:24	31:57
					Sit Time	4.28	0	10:27	0:0
		3:25 PM	7 WW PM	20	Sit Time	0	0	10:00	0:0
					Post - Route	0.06	13.21	0:26	33:14
					Post - Route	4.62	0	9:11	0:0
					Subtotals:	12.08	19.45	53:41	65:11
SubTotals for Bus 1610:						19.31	37.56	84:11	126:50
Totals for Bus 1610:						56.87 miles		211:01	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1611	1				Pre - Route	4.55	0	7:59	0:0
		7:40 AM	26 1A AM	13	Sit Time	0.90	10.41	2:09	42:45
					Inter - Route	0	0	5:00	0:0
		8:30 AM	26 UN AM	20	Sit Time	6.71	0	15:24	0:0
					Post - Route	0.05	8.03	0:05	29:13
					Sit Time	0	0	5:00	0:0
					Post - Route	1.58	0	5:35	0:0
					Subtotals:	13.79	18.44	41:12	71:58
1611	2				Pre - Route	6.37	0	11:52	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	26 1A PM	13	Inter - Route	0.05	9.94	0:32	39:13
					Sit Time	2.58	0	6:51	0:0
		3:25 PM	26 UN PM	19	Sit Time	0	0	10:00	0:0
					Post - Route	0.90	7.36	2:09	26:50
					Post - Route	1.77	0	7:22	0:0
					Subtotals:	11.67	17.3	48:46	66:03
SubTotals for Bus 1611:						25.46	35.74	89:58	138:01
Totals for Bus 1611:						61.2 miles		227:59	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1717	1				Pre - Route	3.38	0	6:01	0:0
		7:40 AM	20 1A AM	23	Sit Time	0.05	11.50	0:04	39:15
					Inter - Route	0	0	5:00	0:0
		8:48 AM	20 UN AM	35	Sit Time	6.56	0	12:42	0:0
					Post - Route	0.26	10.01	1:01	45:19
					Sit Time	0	0	5:00	0:0
					Post - Route	1.52	0	2:42	0:0
					Subtotals:	11.77	21.51	32:30	84:34
1717	2				Pre - Route	6.37	0	11:52	0:0
					Sit Time	0	0	10:00	0:0
		2:39 PM	20 1A PM	23	Inter - Route	0.47	8.38	1:48	35:55
					Sit Time	0.73	0	1:27	0:0
					Post - Route	0	0	10:00	0:0
		3:25 PM	20 UN PM	40	Sit Time	0.41	9.69	1:58	44:36
					Post - Route	0.18	0	0:29	0:0
					Subtotals:	8.16	18.07	37:34	80:31
SubTotals for Bus 1717:						19.93	39.58	70:04	165:05
Totals for Bus 1717:						59.51 miles		235:09	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1719	1				Pre - Route	3.58	0	6:26	0:0
		7:40 AM	23 IA AM	16	Sit Time	0	13.75	0:0	38:12
					Inter - Route	0.25	0	0:49	0:0
		8:22 AM	25 UN AM	22	Sit Time	5.81	5.85	13:47	23:00
					Post - Route	0	0	5:00	0:0
					Subtotals:	1.58	0	5:35	0:0
						11.22	19.6	36:37	61:12
1719	2				Pre - Route	6.37	0	11:52	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	23 IA PM	15	Inter - Route	0.13	11.70	1:41	32:02
					Sit Time	2.65	0	7:32	0:0
					Post - Route	0	0	10:00	0:0
		3:25 PM	25 UN PM	21	Sit Time	0.06	7.87	1:00	26:25
					Post - Route	2.22	0	8:09	0:0
					Subtotals:	2.22	0	8:09	0:0
						11.43	19.57	50:14	58:27
					SubTotals for Bus 1719:	22.65	39.17	86:51	119:39
					Totals for Bus 1719:	61.82 miles			206:30

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1720	1				Pre - Route	1.21	0	2:07	0:0
		7:03 AM	36 HS AM	12	Sit Time	0.79	6.35	1:32	19:01
					Inter - Route	0	0	5:00	0:0
					Sit Time	5.67	0	16:43	0:0
		8:32 AM	36 NW AM	35	Inter - Route	0.02	13.88	0:02	44:27
					Sit Time	0	0	5:00	0:0
					Post - Route	3.80	0	6:59	0:0
					Subtotals:	11.49	20.23	37:23	63:28
1720	2				Pre - Route	2.94	0	11:13	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	36 HS PM	11	Inter - Route	2.10	6.74	5:44	23:59
					Sit Time	3.11	0	6:17	0:0
					Inter - Route	0	0	10:00	0:0
		3:25 PM	36 NW PM	38	Sit Time	0.04	13.91	0:24	46:35
					Post - Route	3.19	0	5:38	0:0
					Subtotals:	11.38	20.65	49:16	70:34
SubTotals for Bus 1720:						22.87	40.88	86:39	134:02
Totals for Bus 1720:						63.75 miles		220:41	
1721	1				Pre - Route	5.83	0	10:29	0:0
		7:15 AM	38 HS AM	35	Sit Time	1.36	11.05	3:15	40:05
					Inter - Route	0	0	5:00	0:0
					Sit Time	7.01	0	19:24	0:0
		8:30 AM	38 EF AM	31	Inter - Route	0.07	8.75	0:09	32:24
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.90	0	17:11	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	38 HS PM	34	Inter - Route	0.85	14.00	4:10	49:34
					Sit Time	2.12	0	5:26	0:0
					Inter - Route	0	0	10:00	0:0
		3:25 PM	38 EF PM	29	Sit Time	0.99	8.84	2:42	31:31

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1724	1				Pre - Route	0	0	0:0	0:0
		7:45 AM	22 IA AM	8		1.76	11.00	7:34	33:10
					Sit Time	0	0	5:00	0:0
					Inter - Route	6.24	0	14:28	0:0
		8:24 AM	22 UN AM	14		0.03	5.60	0:03	19:05
					Sit Time	0	0	5:00	0:0
					Post - Route	1.58	0	5:35	0:0
					Subtotals:	9.61	16.6	37:40	52:15
1724	2				Pre - Route	6.37	0	11:52	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	22 IA PM	8		0.34	12.61	2:14	35:35
					Inter - Route	0.21	0	0:25	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	22 UN PM	13		0.83	4.85	2:06	17:14
					Post - Route	2.68	0	10:08	0:0
					Subtotals:	10.43	17.46	46:45	52:49
					SubTotals for Bus 1724:	20.04	34.06	84:25	105:04
					Totals for Bus 1724:	54.1 miles		189:29	

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1728	1				Pre - Route	3.97	0	7:02	0:0
		7:15 AM	1 HS AM	22	Sit Time	0.99	7.35	1:53	25:25
					Inter - Route	0	0	5:00	0:0
					Sit Time	1.75	0	3:27	0:0
		8:30 AM	1 WW AM	17	Inter - Route	0.08	10.96	0:29	46:09
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	9.95	18.31	29:28	71:34
1728	2				Pre - Route	2.85	0	10:51	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	1 HS PM	22	Inter - Route	0.03	10.19	0:24	31:31
					Sit Time	3.30	0	8:02	0:0
					Inter - Route	0	0	10:00	0:0
		3:25 PM	1 WW PM	16	Sit Time	0.09	14.79	0:59	56:58
					Post - Route	2.52	0	7:09	0:0
					Subtotals:	8.79	24.98	47:25	88:29
					SubTotals for Bus 1728:	18.74	43.29	76:53	160:03
					Totals for Bus 1728:	62.03 miles		236:56	

Routing Scheme 23-24 ROUTES
Day of Week Monday

Farmington Public School District Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1729	1				Pre - Route	1.41	0	2:27	0:0
		7:37 AM	17 1A AM	12		0.00	10.69	0:0	33:09
					Sit Time	0	0	5:00	0:0
					Inter - Route	1.23	0	2:20	0:0
		8:44 AM	17 WW AM	16		0.13	19.45	0:13	57:34
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	5.93	30.14	21:37	90:43
1729	2				Pre - Route	6.37	0	11:52	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	17 1A PM	12		0.23	9.10	0:49	29:18
					Inter - Route	1.40	0	3:13	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	17 WW PM	19		0	19.00	0:0	51:16
					Post - Route	5.11	0	14:20	0:0
					Subtotals:	13.11	28.1	50:14	80:34
SubTotals for Bus 1729:						19.04	58.24	71:51	171:17
Totals for Bus 1729:						77.28 miles		243:08	
1730	1				Pre - Route	4.16	0	7:11	0:0
		7:40 AM	28 1A AM	10		0.08	9.77	0:29	41:02
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.43	0	10:32	0:0
		8:30 AM	28 NW AM	23		1.09	10.94	2:37	34:07
					Sit Time	0	0	5:00	0:0
					Inter - Route	2.62	0	5:28	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	28 1A PM	9		3.07	8.51	13:19	33:55
					Inter - Route	0.21	0	0:42	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	28 NW PM	22		0.72	11.88	1:54	35:55

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1731	1				Pre - Route	5.09	0	9:55	0:0
		7:05 AM	8 HS AM	24		0.31	11.47	0:36	35:59
					Sit Time	0	0	5:00	0:0
					Inter - Route	2.79	0	5:15	0:0
		7:33 AM	25 IA AM	13		0.23	10.23	0:29	32:42
					Sit Time	0	0	5:00	0:0
					Inter - Route	1.12	0	2:32	0:0
		8:30 AM	8 EF AM	23		1.60	7.49	3:16	26:53
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.90	0	17:11	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	8 HS PM	24		0	10.54	0:0	40:43
					Inter - Route	0.96	0	2:03	0:0
					Sit Time	0	0	20:00	0:0
		3:25 PM	8 EF PM	19		0.88	8.88	2:26	27:53
					Post - Route	6.17	0	12:04	0:0
					Subtotals:	25.05	48.61	100:47	164:10
					SubTotals for Bus 1731:	25.05	48.61	100:47	164:10
					Totals for Bus 1731:	73.66 miles		264:57	
1747	1				Pre - Route	0	0	0:0	0:0
		7:40 AM	24 IA AM	15		4.27	9.79	11:59	32:51
					Sit Time	0	0	5:00	0:0
					Inter - Route	0.24	0	0:47	0:0
		8:30 AM	24 WD AM	17		6.54	5.05	15:22	22:07
					Sit Time	0	0	5:00	0:0
					Post - Route	2.53	0	5:39	0:0
					Subtotals:	13.58	14.84	43:47	54:58
1747	2				Pre - Route	6.31	0	11:47	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	24 IA PM	15		3.08	10.88	8:10	36:52

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1749	1				Pre - Route	1.42	0	2:28	0:0
		7:15 AM	4 HS AM	13		0.80	6.37	1:36	25:42
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.02	0	14:20	0:0
		8:23 AM	4 WW AM	26		0.38	10.23	0:47	39:49
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.19	0	15:25	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	4 HS PM	13		1.36	4.91	3:57	23:54
					Inter - Route	2.97	0	6:22	0:0
					Sit Time	0	0	10:00	0:0
		3:30 PM	4 WW PM	25		0	10.82	0:0	40:53
					Post - Route	4.13	0	8:19	0:0
Subtotals:						21.27	32.33	83:14	130:18
SubTotals for Bus 1749:						21.27	32.33	83:14	130:18
Totals for Bus 1749:						53.6 miles		213:32	
1750	1				Pre - Route	1.42	0	2:28	0:0
		7:40 AM	18 IA AM	18		0.11	10.08	0:11	36:46
					Sit Time	0	0	5:00	0:0
					Inter - Route	6.04	0	13:02	0:0
		8:30 AM	18 UN AM	17		0.04	4.48	0:05	20:22
					Sit Time	0	0	5:00	0:0
					Inter - Route	7.80	0	17:09	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	18 IA PM	19		0.08	10.51	1:09	37:16
					Inter - Route	0.42	0	0:51	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	18 UN PM	17		0.65	3.87	1:54	18:33
					Post - Route	2.40	0	9:38	0:0
Subtotals:						18.96	28.94	76:27	112:57

Routing Scheme 23-24 ROUTES
Day of Week Monday

Farmington Public School District Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1751	1				Pre - Route	1.69	0	2:56	0:0
		7:15 AM	2 HS AM	20		0.08	5.69	0:07	25:43
					Sit Time	0	0	5:00	0:0
					Inter - Route	5.47	0	15:11	0:0
		8:33 AM	2 WW AM	23		0.03	10.10	0:02	31:34
					Sit Time	0	0	5:00	0:0
					Post - Route	3.16	0	6:37	0:0
					Subtotals:	10.43	15.79	34:53	57:17
1751	2				Pre - Route	2.94	0	11:13	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	2 IIS PM	22		0.08	5.69	0:38	25:42
					Inter - Route	4.12	0	11:58	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	2 WW PM	26		0.07	8.52	0:28	29:24
					Post - Route	3.77	0	7:31	0:0
					Subtotals:	10.98	14.21	51:48	55:06
SubTotals for Bus 1751:						21.41	30	86:41	112:23
Totals for Bus 1751:						51.41 miles		199:04	
1755	1				Pre - Route	5.57	0	10:51	0:0
		7:40 AM	13 1A AM	23		0	12.54	0:0	42:15
					Sit Time	0	0	5:00	0:0
					Inter - Route	0.08	0	0:18	0:0
		8:30 AM	13 EF AM	23		1.15	9.82	2:08	36:26
					Sit Time	0	0	5:00	0:0
					Inter - Route	0.19	0	0:44	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	13 1A PM	24		1.26	12.27	3:21	43:17
					Inter - Route	0.08	0	0:19	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	13 EF PM	20		0	8.54	0:0	35:33

Routing Scheme 23-24 ROUTES

Day of Week Monday

Farmington Public School District

Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
1757	1				Pre - Route	3.57	0	6:27	0:0
		7:15 AM	11 HS AM	11	Sit Time	0.71	9.61	1:25	29:05
					Inter - Route	0	0	5:00	0:0
		8:30 AM	11 NW AM	23	Sit Time	4.18	0	12:53	0:0
					Inter - Route	0.28	9.06	0:29	28:35
					Sit Time	0	0	5:00	0:0
					Inter - Route	3.44	0	11:47	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	11 HS PM	11	Sit Time	0.86	9.26	1:55	28:25
					Inter - Route	4.05	0	8:19	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	11 NW PM	23	Sit Time	1.24	8.81	3:01	27:47
					Post - Route	4.20	0	7:41	0:0
					Subtotals:	22.53	36.74	83:57	113:52
					SubTotals for Bus 1757:	22.53	36.74	83:57	113:52
					Totals for Bus 1757:	59.27 miles		197:49	
1832	1				Pre - Route	0	0	0:0	0:0
		7:07 AM	10 HS AM	24	Sit Time	4.11	9.99	7:26	32:58
					Inter - Route	0	0	5:00	0:0
					Sit Time	0.15	0	0:36	0:0
		8:24 AM	10 WW AM	31	Sit Time	3.68	11.38	13:22	50:03
					Inter - Route	0	0	5:00	0:0
					Sit Time	5.19	0	15:25	0:0
					Inter - Route	0	0	10:00	0:0
		2:33 PM	10 HS PM	27	Sit Time	4.75	7.80	11:00	29:44
					Inter - Route	0	0	0:0	0:0
					Sit Time	0	0	10:00	0:0
		3:30 PM	10 WW PM	27	Sit Time	0	9.50	0:0	41:56
					Post - Route	2.20	0	5:49	0:0
					Subtotals:	20.08	38.67	83:38	154:41

Routing Scheme 23-24 ROUTES
Day of Week Monday

Farmington Public School District Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
2038	1				Pre - Route	0	0	0:0	0:0
		7:24 AM	15 HS AM	15	Sit Time	5.38	9.76	10:15	29:18
					Inter - Route	0	0	5:00	0:0
						0.15	0	0:36	0:0
		8:47 AM	15 EF AM	23	Sit Time	3.17	10.34	9:27	51:02
						0	0	5:00	0:0
					Post - Route	6.17	0	11:03	0:0
					Subtotals:	14.87	20.1	41:21	80:20
2038	2				Pre - Route	2.85	0	10:51	0:0
					Sit Time	0	0	10:00	0:0
		2:33 PM	15 HS PM	14		0.24	11.97	0:55	40:31
					Inter - Route	2.99	0	6:07	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	15 EF PM	22		0.04	9.84	0:35	37:14
					Post - Route	6.18	0	15:55	0:0
					Subtotals:	12.3	21.81	54:23	77:45
SubTotals for Bus 2038:						27.17	41.91	95:44	158:05
Totals for Bus 2038:						69.08 miles		253:49	
2039	1				Pre - Route	2.86	0	5:15	0:0
		8:28 AM	29 WD AM	27		0.19	5.29	0:19	22:39
					Sit Time	0	0	5:00	0:0
					Post - Route	2.58	0	5:51	0:0
					Subtotals:	5.63	5.29	16:25	22:39
2039	2				Pre - Route	2.53	0	5:39	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	29 WD PM	25		0.15	4.95	0:41	21:21
					Post - Route	0.74	0	1:20	0:0

Routing Scheme 23-24 ROUTES
Day of Week Monday

Farmington Public School District Bus Metrics Report

<u>Bus</u>	<u>Run</u>	<u>Anchor Time</u>	<u>Route</u>	<u>Stops</u>	<u>Route Description</u>	<u>Deadhead Distance</u>	<u>Loaded Distance</u>	<u>Deadhead Time</u>	<u>Loaded Time</u>
2126	1				Pre - Route	0	0	0:0	0:0
		7:38 AM	21 1A AM	29		1.56	13.66	3:30	47:52
					Sit Time	0	0	5:00	0:0
					Inter - Route	0.24	0	0:47	0:0
		8:38 AM	21 WD AM	23		6.42	6.03	12:48	31:25
					Sit Time	0	0	5:00	0:0
					Post - Route	2.53	0	5:39	0:0
					Subtotals:	10.75	19.69	32:44	79:17
2126	2				Pre - Route	6.37	0	11:52	0:0
					Sit Time	0	0	10:00	0:0
		2:41 PM	21 1A PM	31		0.12	12.51	0:54	45:14
					Inter - Route	0.89	0	3:15	0:0
					Sit Time	0	0	10:00	0:0
		3:25 PM	21 WD PM	24		0	7.33	0:0	33:36
					Post - Route	2.79	0	6:49	0:0
					Subtotals:	10.17	19.84	42:50	78:50
					SubTotals for Bus 2126:	20.92	39.53	75:34	158:07
					Totals for Bus 2126:	60.45 miles		233:41	
Fleet totals for Monday:						804.57	1311.66	2987:41	4645:30
						2116.23 miles		7633:11	

List of Area Schools Offering Special Programs

Farmington students have been transported in vans to these schools in past and present years.

- Meliora Academy
- Farmington Valley Transition Academy
- Farmington Valley Diagnostic Center
- Gengras
- Ben Bronze Academy
- CREC River St Hartford
- FOCUS Center for Autism Canton
- Raymond Hill
- Options Hartford
- Goodwin Tech
- Bristol Tech
- High Road Hartford
- ASD-American School for the Deaf West Hartford
- Links Academy Glastonbury
- CREC Magnet New Britain
- CREC Polaris
- Woodland School East Hartford
- Grace Webb in the Valley
- Grace Webb School

TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (hereinafter, the “Agreement” or “Contract”), executed on the ___ day of _____, 20___, is entered into by and between the FARMINGTON BOARD OF EDUCATION, located at 1 Monteith Drive, Farmington, Connecticut 06032 (hereinafter, the “Board”) and [CONTRACTOR], which has a principal place of business located in [LOCATION](hereinafter, the “Contractor”). The Board and the Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the Farmington Public Schools (the “District”) issued a Request for Proposals dated [DATE] (the “RFP”) soliciting proposals for the provision of certain transportation services and the Contractor submitted a proposal in response to the RFP (the “Bid Proposal”) which was selected for provisional award by the District and awarded pursuant to a vote of the Board on [DATE]; and

WHEREAS, the Board is desirous of entering into a contract with the Contractor to provide for the transportation of resident children, including certain children eligible for special education services, to and from the schools operated by the Farmington Public Schools (hereinafter, the “District”) or otherwise designated by the Board or the District for the term indicted herein; and

WHEREAS, the Contractor is willing, capable, and ready to furnish the regular and special education transportation services requested by the Board, consistent with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the sufficiency of which is acknowledged, the Parties agree as follows:

1. GENERAL TERMS

- 1.1. The term of this Agreement shall continue for three (3) years, commencing on July 1, 2024 and terminating on June 30, 2027 (the “Term”), unless terminated early in accordance with the terms of this Agreement, provided further that two (2) separate one-year contract extensions may be awarded at the sole option of the District prior to the end of the Term. For the avoidance of doubt, the first optional extension year shall be July 1, 2027 through June 30, 2028, and the second optional extension year shall be July 1, 2028 through June 30, 2029. The Farmington Public Schools reserves the right to award both optional extension years at the same time, prior to the start of this first option year.
- 1.2. The Contractor agrees that it will transport to and from the schools in the District and other institutions as designated by the District such persons as may be designated by the District (the “Students”), and at such days, times and hours as approved by the District, and will make such stops and travel along such routes as are approved by the District (the “transportation services”). The Contractor specifically represents that it will not refuse any service request by the Board within the scope of this Agreement, including any request for special education transportation services. Should the Contractor have particularized concerns about safety in regard to any requested service, the Parties agree to collaborate in good faith to promote the safety of all individuals on a Vehicle (as such term is defined below), but in no case may the Contractor refuse a request for services within the scope of this Agreement.
- 1.3. The transportation services required in accordance with this Agreement are understood to include services

in accordance with, collectively, the transportation services required by this Agreement, any other services required or necessary for the proper performance of the Contractor's work under this Agreement, and the services described in the RFP associated with this Agreement, which was issued by the Board, and any associated terms and conditions included in the Agreement and RFP. The terms and conditions of the RFP are deemed a part of and incorporated into the Agreement and the Contractor's representations and warranties of the Bid Proposal are deemed incorporated into and made in the Agreement. To the extent there is conflict between the terms and conditions of the Agreement and the RFP, the terms and conditions of the Agreement shall control and prevail, and the terms and conditions of the RFP shall prevail and control over any conflict with the Bid Proposal.

- 1.4. The Board agrees to pay, subject to the terms and conditions of this Agreement, the Contractor the compensation set forth in Exhibit A, provided that the transportation services are furnished in accordance with this Agreement. The Parties agree that no other payments shall be made to the Contractor who shall furnish all of the vehicles, vehicle operators, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the Contractor's duties. The Parties agree that all mileage for all vehicles is included in the pricing set forth in Exhibit A, unless expressly indicated. The Board may withhold payments for services when the District determines, in its sole discretion, that such services do not meet the requirements of this Agreement. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the District.

2. VEHICLES.

- 2.1. The Contractor agrees to the following conditions regarding buses and any other vehicle used to perform the transportation services (collectively, the "Vehicles"):
 - 2.1.1. The Parties acknowledge that the District's transportation needs will vary during the Term of this Agreement. Vehicles will be furnished in such number as deemed necessary by the District for the transportation of Students, except as otherwise provided in this Agreement. The Contractor shall have available substitute Vehicles in an amount at least equal to ten percent (10%) of each size category in the fleet. Spare vehicles must be in a location to ensure response, with a stand-by operator, to a need within twenty (20) minutes. The Contractor shall have additional Vehicles available for field trips and athletic events, as indicated herein or as otherwise requested by the District.
 - 2.1.2. All Vehicles and other equipment shall be equipped, operated, and maintained in compliance with all applicable laws, rules, regulations and policies of federal, state, and local governments, including Board policy. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with the aforesaid laws, rules, regulations and policies.
 - 2.1.3. The Contractor shall provide the District, at least one week prior to the start of each school year, and updated as necessary, a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the transportation services, including: the year of manufacture, make of the chassis, make of body, seating capacity, fuel type and V.I.N. number. The Contractor shall provide any other information regarding the Vehicles requested by the Board.
 - 2.1.4. All Vehicles are to be numbered by the Contractor as designated by the District, and such numbers are to be clearly visible. All Vehicles shall be marked "Farmington Public Schools".
 - 2.1.5. The average age of the fleet shall not exceed six (6) years, and no vehicle in regular service older than ten (10) years of age shall be used in accordance with this Agreement. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice

to the Board, it shall be replaced with a newer or equivalent-in-age Vehicle, with no additional cost to the Board. Such replacements are subject to District approval.

- 2.1.6. If, during the life of the contract, sufficient increase or decrease in the school population occurs to require additional or fewer buses or small vehicles, the Contractor shall make such adjustments in accordance with the guidance of the District. All payments or credits are to be based on the services actually provided and the rates applicable to the type of vehicle performing services.
- 2.1.7. All Vehicles must be maintained so as to ensure proper starting, good visibility and safe operation during all types of weather. The Contractor must display a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- 2.1.8. The Contractor or its agent shall inspect all Vehicles daily before the first run in the morning. This check list shall be a written and maintained record and made available on request by the District. The inspection shall include but not be limited to the following: brakes, lights, tires, cameras, radios, and all safety equipment. Snow accumulation shall be removed from all vehicles prior to starting all runs. Records of the inspection shall be kept on a check-off list, the form of which shall be approved by the District.
- 2.1.9. A schedule for servicing buses shall be maintained and followed. A copy of the service schedule form will be furnished to the District upon request.
- 2.1.10. The Contractor is required to perform appropriate and necessary maintenance on all vehicles used to provide services in accordance with this Agreement.
- 2.1.11. The interior and exterior of all Vehicles must be kept clean and in good repair. Each Vehicle must have an exterior washing at a minimum of once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the District reserves the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the District or such other regulatory authority.
- 2.1.12. The interior of all Vehicles must be kept at comfortable temperatures while transporting Students. No vehicle shall be used to provide special education transportation services unless it has operational air conditioning.
- 2.1.13. Each Vehicle must be equipped with a two-way radio of at least 30-watt capacity, business band sufficient to reach all Vehicles in operation from the most distant point on its route to the dispatching station. The Contractor shall also supply an appropriate number of handheld, portable radios for the Manager and relevant operations staff. No vehicles shall be operated outside the District boundaries without an operating radio that can be heard from the base station and/or a cell phone. The Contractor shall provide the Board with a portable two-way radio capable of communicating with all Vehicles.
- 2.1.14. All Vehicles used in the performance of this Agreement must be equipped with a digital video system to monitor passenger behavior and related activities at all times during the Term. All buses (including spares) shall be equipped with a minimum of four (4) cameras. All vans shall be equipped with a minimum of one (1) camera. The digital video systems installed in the Vehicles shall be equipped with audio capture feature and hard drive retention of a minimum of twenty (20) school days. All cameras must be placed in locations approved by the District, with camera coverage set to record entryway, driver, and front, middle and rear seats. The Contractor shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including

video and audio recording, at all times. The mandate to have operational cameras in all vehicles providing services in accordance with the Agreement is fundamental to the Contractor's performance, and any failure to have operational cameras shall be considered a material breach of this Agreement.

The Contractor shall provide the District with camera output as soon as practicable after a request is made for the same, but in any event within twenty-four (24) hours of said request. The Contractor shall also make available software for viewing, playback and event searching by District personnel. The Contractor shall ensure the data from such cameras is stored in a secure manner and shall retain camera output for a minimum of twenty (20) school days or such longer periods as reasonably requested by the District. All camera use and video viewing shall be consistent with the policies and procedures as established by the District and any local, state or federal guidelines. Signage shall be placed in each vehicle to indicate that students are being recorded.

- 2.1.15. The Contractor shall ensure that each Vehicle used by the Contractor to provide transportation services in accordance with this Agreement is equipped with a global positioning system ("GPS"). The GPS system shall be subject to approval by the District. The Contractor-supplied routing software shall have the ability to integrate with the GPS system.
- 2.1.16. All Vehicles must be equipped with a "Child Check Mate System" or equivalent, as approved by the District, to ensure that no child remains on a Vehicle at the end of each route.
- 2.1.17. The District or any authorized agent shall have the right to inspect in any reasonable manner, including riding the Vehicles as a passenger, any and all Vehicles or equipment and their operation.
- 2.1.18. The District may, with written notice, require Contractor to discontinue use of any Vehicle which it judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Agreement.
- 2.1.19. The Contractor shall provide buses without any additional charge or cost to all schools a minimum of two times a year for bus safety drills, including instruction in emergency evacuation, in a manner approved by the District.
- 2.1.20. All Vehicles used in the performance of the transportation services shall not display, either inside or outside of the Vehicle, any advertisement without the prior written authorization of the Superintendent or designee.
- 2.1.21. All Vehicles used in the performance of the Agreement to transport special education students must have seat belts, child restraint seats, harnesses or other suitable restraints and wheelchair lifts to meet the needs of each student. Should applicable law require child restraints for all students being provided services under the Agreement, it shall be the Contractor's responsibility to provide compliant restraints.

3. PERSONNEL.

- 3.1. All personnel providing services in accordance with this Agreement shall be the responsibility of the Contractor and shall be the Contractor's employees, unless expressly indicated herein. All such personnel, shall meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles. Contractor shall provide qualified, reliable and capable personnel to

support the delivery of the transportation services required in accordance with this Agreement.

- 3.1.1. The Contractor agrees to perform the services required under this Agreement under the direction of a full-time trained and qualified Manager, who shall be in the employ of the Contractor, and who shall be stationed at the transportation facility servicing the District and must be assigned as a full-time position for the District's transportation program. The Manager will be directly responsible for contact with parents regarding transportation problems within the District; provided, however, that all such parent contacts are authorized by officials of the District. The Manager also shall be responsible for compliance by Vehicle Operators and aides with all Board transportation-related policies and legal requirements, providing all studies and reports required by the District, including those items necessary to comply with federal and/or state requirements and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager shall arrange with the District to be available during all hours that services are being performed pursuant to the Agreement, prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager shall be available by phone one and one-half (1.5) hours prior to the first morning run for emergency contacts from the District. The Manager is required to meet all federal and state regulations and training requirements. The Manager is precluded from any Vehicle Operator duties, serving as an aide, and/or Vehicle maintenance functions, unless authorized by the District. Should the Manager be authorized by the District to cover any of the aforementioned alternate duties, a designated point of contact must remain available at the terminal facility for the entirety of the period that the Manager is performing such alternate duties. The Manager shall be available at least until 5:00 P.M. on days when school is in session.
- 3.1.2. A qualified Dispatcher function shall be assigned to the terminal serving the District with said position staffed for the full duration of all routes on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of Vehicles and Vehicle Operators, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services. The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Dispatcher is precluded from any Vehicle Operator duties, serving as an aide, and/or Vehicle maintenance functions, unless authorized by the District.
- 3.1.3. At no time during normal route operating times shall the terminal be without a Manager and/or Dispatcher on-site.
- 3.1.4. The Contractor shall provide safety and driver training to the personnel providing services under this Agreement through a safety supervisor. This position is not required to be dedicated full-time to the District, however sufficient time must be allocated to provide on-going training services to such personnel.
- 3.1.5. Upon request of the District, the Contractor shall provide aides and/or monitors to support the delivery of the transportation services.
- 3.1.6. The personnel required by this Agreement shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. The Contractor shall be responsible to determine what additional personnel are required to meet the program needs.
- 3.1.7. Personnel providing services in accordance with this Agreement shall be professionally dressed at

all times. Dress shall be appropriate for interacting with students and the personnel's duties. At minimum, no obscene, revealing, political, drug or alcohol related attire shall be worn. More specifically, attire should be clean, free from inappropriate language and images, appropriately covering the torso and chest, with any shorts reaching mid-thigh length or longer, and fully enclosed footwear shall be worn at all times. Personnel providing services in accordance with this Agreement shall wear photo identification tags provided by the Contractor whenever they come in contact with students or school building personnel while working in their assigned tasks.

3.1.8. Personnel providing services in accordance with this Agreement shall conduct themselves professionally at all times and shall represent the Contractor and the District in a positive manner.

3.2. The Contractor agrees to the following conditions regarding operators of all Vehicles ("Vehicle Operators") under the terms of this Agreement:

3.2.1. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. To the extent permitted by law, the District shall have the right to review all personnel records of Contractor employees performing the transportation services. All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations. The Contractor shall furnish certification of such compliance, a list of certified Vehicle Operators, and a copy of each Driver's Connecticut Commercial Driver's License (CDL) to the Superintendent of Schools, or designee, prior to the opening of school each year, and no other Vehicle Operators may be used without written notice to and approval by the Superintendent of Schools, or designee. The Contractor will report new hires to the Superintendent of Schools, or designee, immediately. The Contractor shall be required to provide such additional information regarding Vehicle Operators that the District reasonably requests. Proof of compliance with any legal requirement associated with the provision of the transportation services by Vehicle Operators shall be promptly provided upon request by the District.

3.2.2. Vehicle Operators shall be responsible to demonstrate professional relationships with the children and parents served, the employees and administration of the District, and the community-at-large.

3.2.3. The Contractor will provide competitive compensation to all Vehicle Operators to avoid the problem of a driver shortage in achieving the expected level of performance of the Agreement.

3.2.4. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. If there are any strikes by Vehicle Operators, Contractor will be solely responsible for providing qualified alternate Vehicle Operators and/or transportation services.

3.2.5. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Agreement shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The District reserves the right to directly employ certain aides, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

3.2.6. The Contractor further agrees that the District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any Manager, supervisor, Dispatcher, Vehicle Operator, or aide. The District reserves the right, in the exercise of its sound discretion, to reject Vehicle Operators or aides, or to direct that they be replaced, without being limited to considerations of health and driving records, with such Vehicle Operators or aides removed from the routes immediately upon notice from the District to the Contractor.

3.2.7. The Contractor shall ensure that all Vehicle Operators and aides used in the performance of the

Agreement are able to read, understand and speak English and that all such persons are physically and/or emotionally capable to perform the essential functions of the job, with or without reasonable accommodation. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Agreement.

- 3.2.8. The Contractor will inform all Vehicle Operators that changes in routes, stops or schedules may be made only with the approval of the District, provided that minor, temporary changes resulting from transient conditions (e.g., weather conditions, road conditions) may be made absent District approval in the interest of safety and efficiency with the provision of notice to the District. Designated routes will be provided prior to the start of school and during the year. Vehicle Operators are expected to traverse their AM and PM assigned route(s) one or more times, until they are familiar with all assigned stops and roads prior to the first day of school. These trial runs should be conducted during the typical AM and PM route times to best replicate traffic issues and times. The cost of trial runs shall be borne by the Contractor and will not be billed to the Board. The Contractor will provide written verification of this trial run process to the District. Standby Vehicle Operators are also expected to be familiar with the routes to ensure efficient operations in the event that the Vehicle Operator normally assigned is not available. If a spare Vehicle Operator, used on a route, is unfamiliar with the route, the Contractor shall also assign an aide or monitor, at the Contractor's expense, to accompany and assist the spare Vehicle Operator. The District shall be informed each time an alternate Vehicle Operator is required to substitute for an assigned Vehicle Operator.
- 3.2.9. A list of stand by and spare Vehicle Operators for the District, in an amount deemed sufficient by the District, must be on file in the office of the Superintendent of Schools.
- 3.2.10. The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state and local laws, rules and regulations. The Contractor will provide a continuing safety education program for Vehicle Operators and Students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Certification of all training and copies of all bulletins shall be provided to the Superintendent of Schools, or designee, including proof of attendance of Vehicle Operators at such training as the Board shall reasonably request.
- 3.2.11. Vehicle Operators shall receive training in all areas required by law, industry-standard safety training, and all special training necessary or advisable as determined by the District, including any training determined to be necessary before providing special education transportation services. The District may approve or disapprove the assignment of any Vehicle Operator to perform special education transportation services or special trips.
- 3.2.12. The Contractor shall submit to the District no later than fourteen (14) days prior to the beginning of each Contract year a list of the names and addresses and Connecticut Driver's License numbers of all regular and substitute Vehicle Operators and aides employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date. Said updates shall be provided to the District within 24 hours of employment or termination. No other Vehicle Operators or aides may be used unless such information is provided to the District in advance. Said list shall include the designated route/bus assignments for each Vehicle Operator or aide.
- 3.2.13. The Contractor shall at all times have stand-by Vehicle Operators for the operation of spare Vehicles in the event of mechanical or other difficulties, or absenteeism, to maintain and provide the services which are required under this Agreement. The Contractor shall provide attendance information to the District upon request. The stand-by Vehicle Operators must be

experienced in navigating the Town of Farmington.

3.2.14. In order to ensure continuity in the provision of the transportation services, and in order to reduce student discipline issues, Vehicle Operators assigned to morning and/or afternoon runs are prohibited from leaving these assigned runs to perform optional field trips, sports trips, or other special trips. The District believes that effective transportation programs exist where the same Vehicle Operators are assigned to the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements or procedures which violate this District mandate.

3.3. For each employee of the Contractor who performs services for the Board involving direct student contact, the Contractor shall comply with the following background and employment history checks:

3.3.1. The Contractor shall perform, and the Contractor's employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.

3.3.2. The Contractor shall perform, and the Contractor's employee shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry") or, for any employee of the Contractor's whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Contractor shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Contractor's employee begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information from the Registry or its out-of-state equivalent indicating that the Contractor's employee may have a record of abuse or neglect, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.

3.3.3. The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 10-221d and 29-17a of the Connecticut General Statutes. Each employee of the Contractor shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such employee of the Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may have a criminal record, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.

3.3.4. The Contractor shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any of employee of the Contractor whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Contractor's employee is registered as a sexual offender. The Contractor shall comply with the provisions of this Section 4 before any employee of Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may be registered as a sexual offender, the Contractor shall, to the extent permitted by law, share information concerning such finding with the District.

3.3.5. The Contractor shall provide written confirmation to the Board that it has complied with this Section. The Contractor agrees that upon the District's request, it shall promptly provide the Board with any documentation related to such compliance.

3.3.6. The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.

3.3.7. Should the Contractor receive any information that an employee of the Contractor performing services under this Agreement has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Contractor shall not assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Agreement. By assigning, and/or maintaining the assignment of, any employee of Contractor performing services under the Agreement involving direct contact with students, the Contractor represents and warrants that, in its best professional judgment, such Contractor's employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with, or working in or near a school that educates minor children.

3.4. Aides performing services in accordance with this Agreement must be prepared to assist, when indicated by the District, Students to and from the threshold of the property, and they must assist Students in entering and leaving a Vehicle. While this requirement is not to be construed as requiring aides to carry a Student, it does require assisting by lifting legs, securing wheelchairs, carrying books, or otherwise assisting Students to enter and leave buses. In addition, Vehicle Operators must be prepared to provide reasonable assistance, as circumstances may deem necessary.

3.5. Aides must also perform functions of clearing the danger zones on the outside of Vehicles, and assisting the Vehicle Operators in the management of students and performance of student discipline functions.

3.6. The Contractor will provide the aides with appropriate training to meet the requirements of the position. The Contractor will be responsible for communicating to aides their responsibilities, and any aide not willing to comply with these requirements shall be removed and replaced.

4. OPERATION OF VEHICLES.

4.1. The operation of Vehicles, including the pick-up and drop-off of Students, must comply with the Board's Transportation Policy, as it may be amended from time to time. The Board shall provide any revisions to such policy to the Contractor.

4.2. The Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.

4.3. The Contractor shall ensure that only individuals specifically designated or authorized by the District are allowed to ride the Vehicles.

4.4. The Parties agree that the Contractor shall have the responsibility to, and the necessary authority to, supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the Board or District. The Contractor is responsible for awareness of such rules. Such authorization shall not, however, include the right to remove any Student from the Vehicle before it reaches its destination or engage in any other act which is likely to result in injury or danger to any Student. In the event of disciplinary infractions by Students on Vehicles which in any way imperil safe operations, the Contractor shall require that Vehicle Operators shall stop the Vehicle and not proceed until discipline is voluntarily restored. The Contractor's office is to be immediately alerted via radio. The Vehicle Operator shall report, in writing, all such occurrences to the Contractor, and the Contractor shall notify the principal of the school concerned for action. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported, in writing, to the appropriate school administrator and to the District's designee.

4.5. The Contractor shall be fully responsible for the care and supervision of Students during the transportation services. The transportation of a Student shall be deemed to have begun when such Student boards the Vehicle

and shall be deemed to have ended when the Student has departed the Vehicle at the appropriate, safe place.

- 4.6. No pre-kindergarten or kindergarten Students are to be released without adult supervision being present. If there is no adult to meet the Student, the Student is to be kept on the bus and the Vehicle Operator is to notify dispatch immediately for direction.
- 4.7. No Vehicle Operator shall allow children to leave a Vehicle except at scheduled stops unless otherwise authorized. Vehicle Operators are to remain in the Vehicle at all times when children are aboard, unless relieved by authorized personnel.
- 4.8. On all special trips, unless otherwise indicated in advance, the Vehicle Operator shall return all Students back to the school of origin. At no time shall any Vehicle Operator allow a Student on a special trip to disembark from any Vehicle at an unauthorized location other than at the school or place of origination.
- 4.9. Vehicle Operators shall report to the Contractor immediately all accidents of any nature. The Contractor shall furnish the Superintendent of Schools a written copy of each accident report with complete details within twenty-four (24) hours. The Contractor shall ensure that, in the event of an accident, with or without any serious or minor injuries, the Contractor immediately reports the accident to the office of the Superintendent of Schools.
- 4.10. Vehicle Operators shall not smoke or carry a lighted cigarette or other smoking device, including any vaping device, when on board or operating a Vehicle. Vehicle Operators shall not be in possession of or under the influence of alcohol or any other intoxicating substance, legal or illegal, when operating a Vehicle.
- 4.11. Vehicles shall not be operated at any excessive speed, but always in a reasonable and prudent manner, with due regard for the safety and welfare of the Students transported.
- 4.12. Vehicle Operators shall not operate a Vehicle in excess of its rated capacity.
- 4.13. Vehicle Operators shall make sure that children board or leave a vehicle only when it is stopped.
- 4.14. Vehicle Operators are responsible to ensure that all Students are seated and remain seated while the Vehicle is in operation.
- 4.15. Vehicle Operators do not have the authority to refuse any Student who is eligible for transportation the right to ride a Vehicle except with the Board's authorization prior to any refusal.
- 4.16. Vehicles and Vehicle Operators must be available on thirty (30) minutes' notice for early closing of one or all schools in emergencies and upon one day's notice for early closing of any one or all schools for staff workshops or other activities needed. All scheduled early closings or schedule differences require the scheduled number of buses to be at each building on time without regard to other needs.
- 4.17. All Vehicles used by the Contractor to provide transportation services in accordance with this Agreement shall be garaged (except while undergoing repairs and maintenance) in Farmington, unless otherwise approved by the Board. In the event that approval is given to garage Vehicles used by the Contractor to provide transportation services in accordance with this Agreement outside of Farmington, no deadhead miles shall be funded by the Board.
- 4.18. No Student shall arrive at school more than fifteen (15) minutes prior to the school opening in the

morning. No Student shall remain at school waiting for transportation home for more than fifteen (15) minutes after school has dismissed.

- 4.19. After school, Vehicles shall not leave the school until at least five (5) minutes following dismissal. No Student will be dropped off at his or her bus stop later than fifty (50) minutes after leaving the school except under extraordinary conditions or as approved by the Board.

5. INSURANCE.

- 5.1. The Contractor shall purchase all insurance coverage for all Vehicles. The District, the Board and the Town of Farmington shall be designated as "additional insureds" on all policies. Coverage shall be maintained in amounts meeting or exceeding the requirements set forth in Exhibit D. The Contractor shall secure a Certificate of Insurance from the agent and have a current certificate on file with the Superintendent of Schools at all times during the life of the contract. The Board shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Agreement. The Board will not be responsible for any damage to any vehicle either inside or outside by vandalism.

6. ALTERNATES.

- 6.1. For any contract year, the Contractor shall, provided that the District so requires, furnish to the Board a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Agreement in a form satisfactory to the District assuring the faithful performance of the Agreement. The Performance Bond shall be equal to one hundred percent (100%) of each year's estimated Agreement price (excluding field trips) as reviewed and agreed upon by the District, and shall be continued for the life of this Agreement in amounts equal to a hundred percent (100%) of each year's estimated Agreement price as reviewed and agreed upon by the District. The Contractor must send such Performance Bond to the District prior to April 1 prior to the commencement of each school year during the Term. Each such Performance Bond shall be furnished by a surety company acceptable to the District and licensed or authorized to do business in Connecticut. Failure to deliver the bond shall be considered a default under the Agreement. Should the Agreement price for any year increase during the year, the District may require the Contractor to provide a Performance Bond for the increase in the Agreement price for the remainder of the school year.

7. INVOICES/PAYMENT.

- 7.1. The Contractor shall submit an itemized invoice, substantially in the form attached as Exhibit B, as soon as practicable upon the conclusion of each month during the Term, but in any event not later than the tenth day of the following month. Delayed billing is not acceptable and will not be honored.
- 7.2. Payment to the Contractor shall be made, following receipt and approval of an itemized invoice as required by this Agreement, in monthly payments. The first payment shall be made in October of each school year during the Term. The last payment, for June of each school year during the Term, shall be made as part of the fiscal year's closing in July.
- 7.3. The transportation services shall be provided by the Contractor according to the applicable school calendar(s), as may be revised or adjusted by the Board or its designee from time to time.
- 7.4. The District, acting through the Superintendent of Schools or otherwise, reserves the right to cancel scheduled in person school days during the Term because of weather, pandemics/epidemics and/or other emergencies or threats to safety and to change the school calendar as necessary during the school year.

The Board shall not be charged or otherwise penalized for such changes.

- 7.5. Notwithstanding any provision of this Agreement to the contrary, if the Board, or any government agency temporarily, intermittently, or permanently suspends in person classes during the Term due to a pandemic or other event, the Parties will negotiate, in good faith, regarding whether any payment should be made by the Board to the Contractor to ensure continuity of service. The Contractor will produce, upon request, documentation of costs to inform such negotiations.
- 7.6. The District may request that the Contractor perform additional tasks under this Agreement. Contractor shall perform such assignments in accordance with an agreed upon schedule and level of effort. Contractor will invoice the Board per an agreed upon cost structure for such additional services.
- 7.7. If in the event one or more Vehicles do not operate in compliance with this Agreement, over each independent route, on any school day, the entire daily cost of such Vehicle shall be deducted from the Contractor's invoiced charges.

8. FUEL.

- 8.1. Required diesel fuel and unleaded gasoline for the Vehicles (the "fuel") is to be supplied by the District. The Contractor shall supply the tanks and pumps required to store, in a completely segregated manner, all District-supplied fuel. The Contractor must supply meter readings monthly to the District. The Board will buy all diesel and gasoline and have the fuel required by this Agreement delivered to the segregated tanks provided by the Contractor.
- 8.2. Any Board-supplied fuel used for any purpose other than the provision of the transportation services will be considered a material breach of this Agreement. The Board reserves all rights and remedies under contract, including without limitation termination of this Agreement, and law in regard to unauthorized fuel usage by the Contractor.
- 8.3. The Contractor shall keep thorough and accurate records of fuel usage by each Vehicle on a daily basis. The District may at any time during the Term require the auditing of fuel use by the Contractor. The Contractor shall promptly provide fuel usage records, corresponding odometer readings, and any other information required by the District to inform such fuel audit.
- 8.4. The Contractor shall cooperate with the Board in the determination of fuel needs in accordance with the Agreement, including the provision of documentation in support of estimated fuel needs.
- 8.5. Any fuel needed while on trips where the purchase of additional fuel is necessary is the responsibility of the Contractor.

9. ROUTES AND TIME SCHEDULES.

- 9.1. The Contractor will provide the services and technology necessary to develop and plan routes for all transportation services. Primary responsibility for route development lies with the Contractor although the Contractor will consult with the District in developing routes and interpreting Board Policies and regulations. Final approval of routing, and the of the transportation program in its entirety, shall rest with the Superintendent of Schools, or the superintendent's designee. The routing and development of the transportation system for any school year will be commenced by the Contractor on or before June 1 and must be completed by August 10 of the relevant Contract year. Liquidated damages in the amount of Five Hundred Dollars (\$500) per day may be assessed by the Board for non-compliance with such schedule.

- 9.2. The District reserves the right to change any and all routes, times routes are to be operated, stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any Vehicle Operator, without the prior permission of the District. In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the District shall be notified immediately. Changes in routes and time schedules will take place only after authorization by the District.
- 9.3. The Contractor agrees to maintain routes and time schedules as approved by the District. The District reserves the right to determine, to change, and to control the routing of all Vehicles used in accordance with this Agreement at all times if the need occurs.
- 9.4. The transportation program shall include the number of buses needed to maintain all necessary routes, as required by the District.
- 9.5. The Contractor shall be aware that, at times, schools may operate on a reduced-timeschedule and shall, therefore, be prepared for such deviations.

10. SPECIAL TRIPS.

- 10.1. Field Trips, Sports Trips, and Other Activity Trips: The Contractor agrees to furnish such Vehicles as the District may require for the transportation of students on field trips, to athletic events, and other school-sponsored activities, either in or out of town. Trips will include the required waiting time for the purpose the trips have been planned.
- 10.2. The Contractor shall charge the Board for special trips in a manner consistent with Exhibit A. Any mileage-based charges are to be calculated from Farmington Town Hall to the town or city hall in any town in the State. The basis for establishing the proper mileage is to be the *State of Connecticut Register and Manual*.
- 10.3. Out-of-State Trips: This Agreement does not include any out-of-state trips, unless otherwise expressly stated herein. The District may use the Contractor or other transportation provider for out-of-state trips.
- 10.4. The Contractor shall make sufficient Vehicles available, upon request made by the District, for "late bus" services and mid-day runs.
- 10.5. The Contractor must make available Vehicles, upon request by the District, for the transportation of Students, teachers and other designated persons to and from enrichment, extracurricular, extended school year, and summer schools programs, or for any other special trips within Connecticut. Charges for such services shall be based on the pricing included in Exhibit A.

11. COMPLIANCE.

- 11.1. The Contractor shall perform the transportation services in compliance with federal, state, and local law, as well as Board policy.

The Contractor must be familiar with any Board policies (including, without limitation, the Board's Transportation Policy) or regulations which affect the services provided under this Agreement. The Contractor and the Contractor's employees shall each be responsible for reviewing, at a minimum, on an annual basis, and complying with, all applicable Board policies in their forms as posted on the Board's website as of the commencement date of the Agreement or as otherwise provided by the Board to the Contractor, including, but not limited to, its non-discrimination policy, as such policies may be amended from time to time. Any questions regarding any policy or its application may be directed by the Contractor to the Superintendent of

Schools. The Board's policies can be accessed at the following web address:
<https://www.fpsct.org/board-of-education/policies-and-regulations>

11.2. Confidentiality of Student Records and Student Data Privacy. The Contractor shall comply with the Family Educational Rights and Privacy Act ("FERPA") in its performance under this Agreement. The Parties shall execute the Student Data Privacy Addendum to the Agreement, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of student information, student records and student-generated content (collectively, "student data") received or obtained by the Contractor in connection with the Agreement (attached to this Agreement as Exhibit C).

11.3. Mandatory Reporting.

11.3.1. Reporting of Suspected Abuse and/or Neglect. In connection with the Contractor's provision of services to the Board pursuant to this Agreement, any official, agent, and employee of the Contractor should be considered a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, suspected child abuse and/or neglect to the Connecticut Department of Children and Families in accordance with Connecticut law and to otherwise comply with the Board's Child Abuse and Neglect Reporting Policy, which can be accessed at the following web address:

<https://www.fpsct.org/board-of-education/policies-and-regulations>

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

11.3.2. Reporting of Information to Board Officials. The Contractor shall require its personnel to report any disturbances, irregularities, instances of inappropriate conduct of any type, or disciplinary infractions by students, which are observed during the performance of services to the Board pursuant to this Agreement, to the building principal or other designated Board official. In the case of uncertainty regarding the appropriate Board official to contact with any such report, such report may be made to the Superintendent's office. The Contractor is specifically advised, without limitation, that the Contractor, and any official, agent, and employee of the Contractor, must report acts or allegations of sexual harassment under Title IX of the Education Amendments of 1972. The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment, which can be accessed at the following web address:

<https://www.fpsct.org/board-of-education/policies-and-regulations>

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

12. RECORDS AND REPORTS.

12.1. Contractor shall promptly provide those reports and records which may be reasonably requested by the Board pertaining to students, routes, stops, mileage audits, fuel use and other information having to do with daily operations. In reviewing Contractor's records, the Board shall protect the confidentiality of

Contractor's proprietary or confidential information included in the data provided.

- 12.2. Contractor shall maintain such records and submit such reports, as are deemed necessary by the Board and as negotiated between Contractor and the Board from time to time. All reports required by the Board shall be submitted on forms mutually agreed upon by the Parties.

13. FAILURE OF OPERATION AND LIQUIDATED DAMAGES.

- 13.1. The Board and the Contractor agree that in certain circumstances, the actual damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the District will attempt to communicate with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's determination as to whether or not a mitigating circumstance existed.
- 13.2. In consideration of the difficulty the District will suffer by reason of breaches on the part of the Contractor, the following breaches are hereby agreed upon as a basis for assessment of liquidated damages in the amount of \$100 dollars per occurrence:
- 13.2.1. An occurrence in which the Contractor does not provide the required number of Vehicles or Vehicle Operators necessary under the Agreement (including "doubled up" runs or changes in run schedules or merging of runs due to driver shortages), in which case the Board may also deduct from its monthly payment the pro-rata cost of the vehicle for that day;
- 13.2.2. An occurrence in which the Contractor does not supply the necessary spare vehicles to operate the transportation services within a 20-minute reporting standard, in which case the District may also deduct from the monthly payment the pro-rata cost of the Vehicle(s) that the spare vehicle(s) was/were designated to replace;
- 13.2.3. An occurrence in which Vehicles utilized in the performance of this Agreement(s) do not have operating and active radios, GPS capabilities or cameras which comply with the requirements of this Agreement;
- 13.2.4. An occurrence in which a Vehicle or Vehicle Operator utilized in the performance of this Agreement does not comply with the requirements of this Agreement, in which case the Board may also deduct from its monthly payment the pro-rata cost of the relevant Vehicle for that day;
- 13.2.5. An occurrence in which neither the Manager nor Dispatcher are present in the terminal facility at any time during the required hours of staffing;
- 13.2.6. An occurrence in which a Vehicle is more than 15 minutes late in arriving at a school in the AM or PM, provided that if such occurrence was caused by circumstances (e.g. weather, road conditions) beyond the control of the Contractor, liquidated damages will not be assessed; and
- 13.2.7. An occurrence in which the Contractor, despite being informed at least 24 hours in advance, fails to provide the necessary Vehicle Operator(s) and/or Vehicle(s) for a requested extracurricular or Special Trip, provided that the District shall be entitled to reimbursement for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.).

- 13.3. This Agreement envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. In addition to the above liquidated damages provisions, should operating problems occur which require the involvement of/intervention by the District, the District reserves the right to formally notify the Contractor of such operating problems. Should similar operating problems reoccur after a thirty (30) day cure period, the District reserves the right to deduct \$100.00 from the monthly payment as liquidated damages for each such occurrence.
- 13.4. It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the District to terminate this Agreement and that in the event of termination, the above damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Agreement, in law and equity.
- 13.5. The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,000 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.
- 13.6. In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the District shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the Contractor.
- 13.7. It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this Agreement, or by exercising the provisions of this Agreement in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous non-exercise or waiver.

14. EQUAL OPPORTUNITY.

- 14.1. The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class.

15. TERMINATION.

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

- 15.2. The above remedies are in addition to any other remedies the Board may have.
- 15.3. In the event of Agreement termination by the Board, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with this Agreement are last performed by the Contractor.
- 15.4. Upon termination of this Agreement pursuant to this Section, the Contractor (and its surety) will be responsible for, and indemnify the Board for, the Board's expenses, losses and damages incurred in replacing the Contractor for the remainder of the term of the Agreement.

16. INDEMNIFICATION.

- 16.1. The Contractor shall indemnify, defend and hold the District, the Board, the Town of Farmington and their respective officers, employees, agents and assigns harmless from any and all loss, liability, damage, penalty, expense or fee, including attorney's fees, or other costs or obligations which result from, or arise out of, the performance of the Contractor, or any official, employee, agent, assign or personnel of the Contractor, of its obligations under this Agreement, or breach of the same by the Contractor, or any official, employee, agent, assign or personnel of the Contractor.

17. MISCELLANEOUS.

- 17.1. The Contractor shall not be held or deemed in any way to be the agent or employee of the Board. It is the intention of the Parties that the Contractor shall be and is to be considered an independent contractor.
- 17.2. If any provision of this Agreement is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Agreement and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 17.3. This Agreement and all Exhibits attached hereto, as well as the RFP and Bid Proposal which are incorporated into the Agreement as set forth in Section 1.3 of this Agreement, constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- 17.4. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- 17.5. No failure by the Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such agreement, term, covenant or condition.
- 17.6. All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail. The Board or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

Notices to the Board shall be addressed to:

ATTN: Superintendent
Farmington Public Schools
1 Monteith Drive
Farmington, Connecticut 06032

Notices to the Contractor shall be addressed to:

[ADDRESS]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, through the duly authorized individuals signing below.

FARMINGTON BOARD OF EDUCATION

CONTRACTOR

By: _____

By: _____

Title:

Title: