

**NEWTOWN BOARD OF EDUCATION
ATHLETIC & FIELD TRIP CONTRACT**

The **BOARD OF EDUCATION** of Newtown, Connecticut (hereinafter referred to as the "Board") and **ALL STAR TRANSPORTATION** of Waterbury, Connecticut, (hereinafter referred to as the "Contractor"), agree as follows:

The five year term of this contract is **July 1, 2012 through June 30, 2017**. This contract represents the entire and integrated agreement between the Board and the Contractor and supercedes all prior negotiations, representations or agreements either written or oral. This contract may be amended at any time during its term by mutual agreement between the Board and the Contractor. No amendment shall be binding upon either party unless such amendment is in writing and executed by both parties in the same manner as this contract.

The Contractor shall provide designated services to the Board consistent with Board policies and requirements as described herein and within the Contractor's bid document dated May 9, 2012, made a part hereof and attached hereto for reference.

Should the Contractor default in meeting any obligation under the contract during its duration, the Board shall have the right to take action as defined in Section 4.3 of the referenced bid document.

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest, or its power to execute the contract, or any part thereof to any person, company or corporation, without the previous written consent of the Board.

If through a mistake or otherwise, any provision of law and clause required by law is not inserted or is not correctly inserted in this contract, then upon the application of either party, the contract shall forthwith be physically amended to make the insertion or any necessary correction.

The Board may terminate this contract any time by a notice in writing from Newtown Public Schools to the Contractor as stipulated in Section 4.9 of the bid document.

1. The Contractor agrees to provide four 77 passenger vehicles for the duration of this contract. The fleet average shall not exceed five years during the term of the contract. In year one, two 2008 Blue Bird Vision vehicles and two 2013 Blue Bird Vision vehicles will be provided, after which a detailed fleet listing must be provided at the beginning of each school year. The Contractor will use the vehicles for the transportation of school field trips, school athletic events or other activities for the students of Newtown Public Schools as designated by the Superintendent of Schools, or designee, on behalf of the Board. Vehicles used under this contract must be garaged and maintained in Newtown; no deadhead miles/time will be paid for vehicles that are not garaged and maintained in facilities outside the school district. Refer to Section 8.7.2 of the referenced bid document,

2. All buses are required to pass State Department of Motor Vehicle inspections, and at all times must be safe and road worthy. All buses must meet all State and Federal legal and regulatory requirements. The types of services envisioned under this contract entail the provision of after-hours and out-of-district services that require reliable vehicles and experienced drivers. Therefore, any vehicle that is placed out of service during a routine DMV inspection for four consecutive times will not be permitted to be used in performance of this contract. Should a question arise relative to the operation of any bus, the Board or its designee shall evaluate the vehicle and supporting maintenance documentation. The final decision as to vehicle use will rest solely with the Board. Should the Board determine that one or more vehicles are not acceptable for use under the terms of this contract, the Contractor shall be responsible for supplying alternative vehicle(s) to meet the contract obligations. The lack of approved vehicles is not an acceptable reason for non-performance, and the Board will consider any such occurrence a breach of contract with actions to be taken as stipulated under the terms of this contract.
3. Field trip rates for years one through five of the contract are attached herewith and made a part hereof.
4. Payments under the provisions of the contract for services already rendered shall be made upon receipt of a properly itemized monthly invoice. If the invoice is received by the 10th day of the month, payment will be tendered within 30 days of receipt. Refer to Section 6 of the referenced bid document for further payment information.
5. As detailed in Section 5.3 of the referenced bid document, the Contractor warrants and guarantees to: (a) furnish the annual cost of providing a Performance Bond in an amount equal to 50% of the estimated annual contract to guarantee the faithful performance of the contract; (b) provide Workers Compensation, Connecticut Disability Insurance and Connecticut Unemployment Insurance at its own expense in the amounts required by law for all of its employees engaged in the performance of this contract; (c) comply with Federal and State Fair Labor Standards Act regarding wage standards; (d) comply with the Connecticut Occupational Safety and Health Act; (e) abide by nondiscrimination laws; (f) comply with all State and Federal provisions for drug and alcohol testing; (g) that all bus drivers, monitors and others engaged by the Contractor for the performance of this contract shall be considered employees of the Contractor and not Newtown Public Schools.
4. The Board will furnish the Contractor with the fuel necessary for performing the services required under this contract without charge. The amount furnished will be limited to the amount actually used in the performance of the Contract. All fuel usage shall be logged per trip. See Section 8.7.4 on fuel and Section 8.7.5 on tolls in the referenced bid document.
5. Refer to Section 8.4 of the referenced bid document for detailed requirements on Insurance. The Contractor will provide a Certificate of Insurance annually to assure the Board that the insurance policies carried include all the insurance coverage and limits that are specified. The Town of Newtown and Newtown Board of Education shall be named as additional insured with respect to the Auto Liability coverage carried by the Contractor.

Indemnity/Hold Harmless Clause

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Board, Town of Newtown, Borough of Newtown, Newtown Health District, and all elected or appointed boards, commissions, authorities, officials, directors, officers, employees, agents, and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the operation, maintenance, use, loading or unloading, boarding or disembarking of a school bus that is (1) not owned by the Town of Newtown or the Board, and (2) being used for purposes other than those listed in this contract.

To the fullest extent permitted by law, the Town of Newtown, the Board, Borough of Newtown, Newtown Health District, et al., shall indemnify, hold harmless and defend the Contractor from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the operation, maintenance, use, loading or unloading, boarding or disembarking of a school bus that is (1) not owned by the Town of Newtown or the Board, and (2) being used for purposes listed on this contract. No hold harmless is provided for liabilities caused by the Contractor's failure to abide by any operational provision of this agreement.

7. In view of the difficulty the Board will suffer by reason of defaults on the part of the Contractor, the following sum is hereby agreed upon and shall be deemed damages for breach of this contract:

If at any time the Contractor does not provide the minimum number of buses to perform the athletic and field trips as detailed in this contract, the Board shall assess a penalty of **\$50** for each missed trip, plus the incremental cost that may be incurred by the Board to secure alternative transportation, and/or any incremental charges that may be assessed due to the missed trip, i.e., official fees, admission tickets, etc.

The Board shall have the right to terminate the contract upon 60 days notice where the Contractor has failed to meet its obligations under the contract. The rights of the Board under this paragraph shall not impede or limit the rights of the Board pursuant to any section of the contract and shall be in addition thereto.

The superintendent or his designee shall have the authority to suspend the driving privileges of any driver during the investigation of allegations of serious misconduct and/or violation of Board transportation procedures. Such suspensions shall not extend beyond six school days unless a preliminary finding of fault has been made and presented to the driver. In such cases, a meeting to refute the preliminary findings shall be scheduled before the superintendent or his designee prior to any final determination on the continuation of the driver's privileges.

9. The school scheduling the trip will endeavor to provide the Contractor with as much advance notice as possible of any required services or any cancelled trip. Required

athletic or field trips will be communicated to the Contractor at least three weeks prior to the event through written or verbal procedures as agreed to by the parties.

Cancellations shall be provided in writing at least 24 hours prior to the scheduled event for reasons other than weather conditions. Should the school fail to provide the required cancellation notice, and should the Contractor incur a demonstrated cost as a result of the cancellation, the school shall pay a cancellation fee that equals the full rate of the cancelled trip, not to exceed the maximum fee for each cancellation as stated on the rate schedule attached hereto.

In the event of inclement weather, a two-hour minimum advance notice will be required for cancellation and a cancellation fee as indicated on the rate schedule attached hereto will be due from the requesting party for each bus. Proof of expense for late cancellation will be required. This proof will include the details for the cancellation, i.e., rain cancellation, lack of communication, etc.

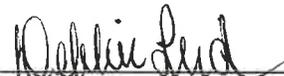
10. Vandalism to school buses is the responsibility of the parents or guardian of the perpetrator of the incident. Payment for the damage to the buses will be requested of the parents or guardian by the school administrator. In the event that payment is refused, the Board will provide assistance in attempting to resolve the problem, but will not be responsible for payment for the damage.
11. The Contractor will be responsible for all personnel matters as stipulated in Section 8.7 of the referenced bid document. All personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, mechanics, and bus monitors/aides must 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, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, State Department of Motor Vehicles regulations and State law.
12. Effective upon signing this contract, the Contractor's field and sports trip drivers and substitute drivers will be required to be Cardio Pulmonary Resuscitation (CPR) certified and first aid certified at the Contractor's expense. The Board hereby agrees and affirms that, to the extent that the Contractor is not covered by his own or the Board's insurance coverage, and/or exempt from liability under Connecticut General Statutes Section 52-447b, the Board will indemnify and hold the Contractor harmless for any injuries or damages caused by the Contractor in the administration of first aid and/or CPR to any student or other individual participating in the school transportation program.
13. Details on District Operating Policies, Driver Training and Additional Training, Contractor's Monthly Reports, Accidents, Student Discipline Matters, Student Counts,

13. Details on District Operating Policies, Driver Training and Additional Training, Contractor's Monthly Reports, Accidents, Student Discipline Matters, Student Counts, Driver's Daily Reports, and Rights to Property are delineated in Section 8.10 Operating Matters of the referenced bid document attached hereto.

14. Refer to referenced bid document Section 8.15 Termination of Contract by Board Without Default, Section 8.16 Contractor's Default, and 8.17 Non-Performance Damages for those details.

The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, Acts of God, or for any other acts not within the control of the Contractor, except for strikes or labor unrest, and which by exercise of reasonable diligence the Contractor is unable to prevent.

NEWTOWN BOARD OF EDUCATION

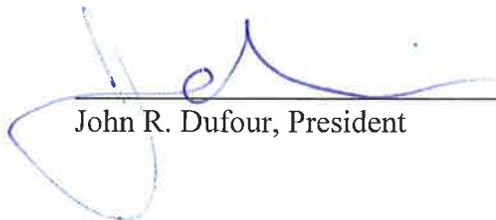


Debbie Leidlein, Chair

7/9/12

Date

ALL STAR TRANSPORTATION



John R. Dufour, President

6-8-12

Date

**NEWTOWN BOARD OF EDUCATION BID FORM
ATHLETIC FIELD TRIP TRANSPORTATION
DUE MAY 9, 2012 @ 9:30 A.M.**

CONNECTICUT	Est. Runs	YEAR 1 7/1/12-6/30/13	YEAR 2 7/1/13-6/30/14	YEAR 3 7/1/14-6/30/15	YEAR 4 7/1/15-6/30/16	YEAR 5 7/1/16-6/30/17
ANSONIA	1	\$170	\$172	\$174	\$176	\$178
ASHFORD	1	\$350	\$350	\$350	\$350	\$350
AVON	1	\$300	\$300	\$300	\$300	\$300
BEACON FALLS	1	\$170	\$175	\$180	\$185	\$190
BERLIN	5	\$250	\$250	\$250	\$250	\$250
BETHEL	25	\$175	\$180	\$180	\$185	\$190
BLOOMFIELD	1	\$300	\$300	\$300	\$300	\$300
BRANFORD	1	\$250	\$250	\$255	\$260	\$265
BRIDGEPORT	25	\$220	\$220	\$220	\$220	\$220
BRIDGEWATER	1	\$150	\$155	\$160	\$160	\$160
BRISTOL	10	\$250	\$250	\$250	\$250	\$250
BROOKFIELD	25	\$175	\$180	\$180	\$185	\$190
CANTERBURY	1	\$350	\$350	\$350	\$350	\$350
CANTON	1	\$350	\$350	\$350	\$350	\$350
CHESHIRE	1	\$210	\$210	\$212	\$215	\$215
CHESTER	1	\$300	\$300	\$300	\$300	\$300
CLINTON	1	\$300	\$300	\$300	\$300	\$300
COLEBROOK	1	\$300	\$300	\$300	\$300	\$300
CROMWELL	1	\$250	\$250	\$250	\$250	\$250
DANBURY	25	\$175	\$180	\$180	\$185	\$190
DARIEN	10	\$230	\$230	\$230	\$235	\$235
DERBY	1	\$175	\$180	\$180	\$185	\$190
DURHAM	1	\$300	\$300	\$300	\$300	\$300
EAST HARTFORD	1	\$300	\$300	\$300	\$300	\$300
EAST HAVEN	1	\$250	\$250	\$250	\$250	\$250
EAST LYME	1	\$300	\$300	\$300	\$300	\$300
EASTON	1	\$175	\$180	\$180	\$185	\$190
ENFIELD	1	\$300	\$300	\$300	\$300	\$300
ESSEX	1	\$300	\$300	\$300	\$300	\$300
FAIRFIELD	10	\$210	\$210	\$215	\$215	\$220
FARMINGTON	5	\$250	\$250	\$255	\$260	\$260
GAYLORDSVILLE	1	\$175	\$180	\$180	\$185	\$190
GLASTONBURY	1	\$300	\$300	\$300	\$300	\$300
GREENWICH	1	\$230	\$230	\$230	\$230	\$230
GROTON	5	\$300	\$300	\$300	\$300	\$300
GUILFORD	5	\$250	\$250	\$250	\$250	\$250
HAMDEN	15	\$230	\$230	\$230	\$235	\$235
HARTFORD	15	\$300	\$300	\$300	\$300	\$300
HIGGANUM	1	\$300	\$300	\$300	\$300	\$300
KENT	1	\$200	\$200	\$200	\$200	\$200
LEDYARD	1	\$300	\$300	\$300	\$300	\$300
LITCHFIELD	5	\$230	\$230	\$230	\$235	\$235
MADISON	1	\$250	\$250	\$250	\$250	\$250
MANCHESTER	5	\$300	\$300	\$300	\$300	\$300
MERIDEN	1	\$230	\$230	\$230	\$230	\$230
MIDDLEBURY	25	\$175	\$180	\$180	\$185	\$190
MIDDLEFIELD	1	\$250	\$250	\$250	\$250	\$250
MIDDLETOWN	10	\$250	\$255	\$260	\$265	\$270
MILFORD	5	\$230	\$230	\$230	\$235	\$235
MONROE	25	\$175	\$180	\$180	\$185	\$190
MOODUS	1	\$300	\$300	\$300	\$300	\$300
MYSTIC	1	\$300	\$300	\$300	\$300	\$300
NAUGATUCK	5	\$200	\$205	\$210	\$210	\$215
NEW BRITAIN	1	\$250	\$250	\$250	\$250	\$250

**NEWTOWN BOARD OF EDUCATION BID FORM
ATHLETIC FIELD TRIP TRANSPORTATION
DUE MAY 9, 2012 @ 9:30 A.M.**

CONNECTICUT CONT'D	Est. Runs	YEAR 1 7/1/12-6/30/13	YEAR 2 7/1/13-6/30/14	YEAR 3 7/1/14-6/30/15	YEAR 4 7/1/15-6/30/16	YEAR 5 7/1/16-6/30/17
NEW CANAAN	1	\$200	\$205	\$210	\$215	\$220
NEW FAIRFIELD	10	\$210	\$210	\$215	\$215	\$220
NEW HARTFORD	5	\$300	\$300	\$300	\$300	\$300
NEW HAVEN	10	\$230	\$230	\$235	\$235	\$240
NEW LONDON	1	\$300	\$300	\$300	\$300	\$300
NEW MILFORD	25	\$175	\$180	\$180	\$185	\$190
NEWINGTON	5	\$300	\$300	\$300	\$300	\$300
NEWTOWN	155	\$85	\$86	\$87	\$88	\$90
NEWTOWN (1 WAY)(NYA)	112	\$45	\$45	\$47	\$48	\$50
NORTHFORD	1	\$250	\$250	\$250	\$250	\$250
NORTH HAVEN	1	\$230	\$230	\$230	\$230	\$230
NORWALK	15	\$230	\$230	\$230	\$235	\$235
ORANGE	1	\$200	\$205	\$210	\$215	\$220
OXFORD	10	\$175	\$180	\$180	\$185	\$190
PLAINVILLE	1	\$230	\$230	\$230	\$230	\$230
PUTNAM	1	\$300	\$300	\$300	\$300	\$300
REDDING	20	\$175	\$180	\$180	\$185	\$190
RIDGEFIELD	10	\$210	\$210	\$215	\$215	\$220
SALSBURY	1	\$300	\$300	\$300	\$300	\$300
SEYMOUR	5	\$175	\$180	\$180	\$185	\$190
SHELTON	5	\$200	\$205	\$210	\$210	\$210
SIMSBURY	1	\$300	\$300	\$300	\$300	\$300
SOUTH WINDSOR	1	\$300	\$300	\$300	\$300	\$300
SOUTHBURY	1	\$175	\$180	\$180	\$185	\$190
SOUTHINGTON	1	\$230	\$230	\$230	\$230	\$230
SOUTHPORT	1	\$200	\$200	\$200	\$200	\$200
STAMFORD	1	\$230	\$230	\$230	\$230	\$230
STORRS	5	\$300	\$300	\$300	\$300	\$300
STRATFORD	30	\$220	\$220	\$225	\$225	\$230
TOMLINSON	1	\$230	\$230	\$230	\$230	\$230
TORRINGTON	1	\$230	\$230	\$230	\$230	\$230
TRUMBULL	15	\$190	\$195	\$195	\$200	\$200
UNCASVILLE (new)	4	\$300	\$305	\$310	\$315	\$320
WALLINGFORD	1	\$250	\$250	\$250	\$250	\$250
WASHINGTON	5	\$210	\$210	\$215	\$215	\$220
WATERFORD	1	\$300	\$300	\$300	\$300	\$300
WATERBURY	5	\$200	\$205	\$210	\$215	\$220
WATERTOWN	5	\$210	\$210	\$215	\$215	\$220
WEST HARTFORD	5	\$300	\$305	\$310	\$315	\$320
WEST HAVEN	1	\$230	\$230	\$230	\$230	\$230
WESTON	10	\$190	\$195	\$195	\$200	\$200
WESTPORT	5	\$210	\$210	\$215	\$215	\$220
WETHERSFIELD	1	\$300	\$300	\$300	\$300	\$300
WILLIMANTIC	1	\$300	\$300	\$300	\$300	\$300
WILTON	10	\$200	\$205	\$210	\$215	\$220
WINCHESTER	1	\$300	\$300	\$300	\$300	\$300
WINDHAM	1	\$300	\$300	\$300	\$300	\$300
WINDSOR	1	\$300	\$300	\$300	\$300	\$300
WINDSOR LOCKS	1	\$300	\$300	\$300	\$300	\$300
WINSTED	1	\$300	\$300	\$300	\$300	\$300
WOLCOTT	1	\$210	\$210	\$215	\$215	\$220
WOODBIDGE	1	\$210	\$210	\$215	\$215	\$220
WOODBURY	1	\$180	\$180	\$180	\$180	\$180
WOODSTOCK	1	\$300	\$300	\$300	\$300	\$300
	810					

**NEWTOWN BOARD OF EDUCATION BID FORM
ATHLETIC FIELD TRIP TRANSPORTATION
DUE MAY 9, 2012 @ 9:30 A.M.**

MASSACHUSETTS	Est. Runs	YEAR 1 7/1/12-6/30/13	YEAR 2 7/1/13-6/30/14	YEAR 3 7/1/14-6/30/15	YEAR 4 7/1/15-6/30/16	YEAR 5 7/1/16-6/30/17
AGAWAM	1	\$350	\$350	\$350	\$350	\$350
BECKETT	10	\$400	\$400	\$400	\$400	\$400
BOSTON	1	\$400	\$400	\$400	\$400	\$400
MONTEREY	1	\$400	\$400	\$400	\$400	\$400
SPRINGFIELD	1	\$400	\$400	\$400	\$400	\$400
STURBRIDGE	1	\$400	\$400	\$400	\$400	\$400
	15					

NEW YORK

BREWSTER	4	\$205	\$210	\$215	\$220	\$225
BRONX	1	\$400	\$400	\$400	\$400	\$400
CARMEL	1	\$210	\$210	\$210	\$210	\$210
FISHKILL	1	\$250	\$250	\$250	\$250	\$250
KENNEDY AIRPORT	1	\$400	\$400	\$400	\$400	\$400
LAGRANGE	1	\$375	\$375	\$375	\$375	\$375
MAHOPAC	1	\$300	\$300	\$300	\$300	\$300
MOHAWK	1	\$300	\$300	\$300	\$300	\$300
MONROE	1	\$350	\$350	\$350	\$350	\$350
NEW YORK CITY	1	\$400	\$400	\$400	\$400	\$400
NEWBURGH	1	\$300	\$300	\$300	\$300	\$300
NORTH SALEM	1	\$250	\$250	\$250	\$250	\$250
PORT CHESTER	1	\$375	\$375	\$375	\$375	\$375
POUGHKEEPSIE	1	\$300	\$300	\$300	\$300	\$300
PURCHASE	1	\$300	\$300	\$300	\$300	\$300
TARRYTOWN	1	\$300	\$300	\$300	\$300	\$300
WEST POINT	1	\$350	\$350	\$350	\$350	\$350
	20					

Rhode Island

Warwick	1	\$400	\$400	\$410	\$410	\$410
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New Jersey

Princeton	1	\$400	\$400	\$410	\$410	\$410
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Performance Bond

Annual Charge	\$1,200	\$1,250	\$1,300	\$1,350	\$1,400
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a) Rate Excess of Five Hours	\$50	\$55	\$60	\$65	\$70
b) Cancellation Fee	\$50	\$55	\$60	\$65	\$70
c) Maximum Cancellation Fee	\$50	\$55	\$60	\$65	\$70

RATES APPLY FROM DEPARTURE TO RETURN ON ALL TRIPS UP TO FIVE HOURS. TRIPS THAT EXCEED FIVE HOURS WILL BE CHARGED INCREMENTALLY FOR ACTUAL TIME @ THE RATE OF (a) PER HOUR. RATES ARE EXCLUSIVE OF ROAD FEES, PARKING, TOLLS, ETC.

CANCELLATIONS SHALL BE PROVIDED IN WRITING AT LEAST 24 HOURS PRIOR TO THE SCHEDULED EVENT FOR REASONS OTHER THAN WEATHER. IN THE EVENT OF INCLEMENT WEATHER, A TWO-HOUR MINIMUM ADVANCE NOTICE IS REQUIRED FOR CANCELLATIONS OR A FEE OF (b) WILL BE DUE FROM THE REQUESTING PARTY.

SHOULD THE BOARD/SCHOOL FAIL TO PROVIDE THE REQUIRED CANCELLATION NOTICE, AND SHOULD THE CONTRACTOR INCUR A DEMONSTRATED COST AS A RESULT OF THE CANCELLATION, THE BOARD/SCHOOL SHALL PAY A CANCELLATION FEE THAT EQUALS THE FULL RATE OF THE CANCELLED TRIP, NOT TO EXCEED A MAXIMUM FEE OF (c) FOR EACH BUS CANCELLATION.

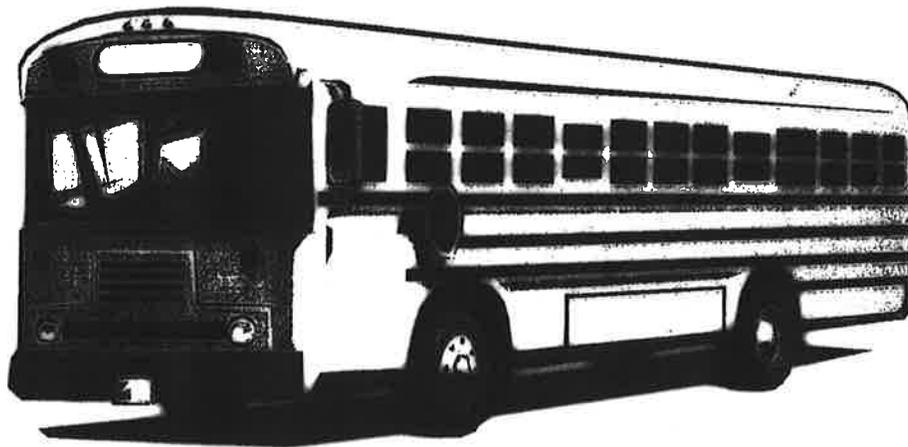
AUTHORIZED SIGNATURE: _____

DATE: 5-7-12

PRINTED NAME: Leslie Sheldon

TITLE: Operation's Manager

**SPECIFICATION AND BID FORMS
FOR
ATHLETIC & FIELD TRIP
TRANSPORTATION**



**NEWTOWN PUBLIC SCHOOLS
NEWTOWN, CONNECTICUT**

APRIL 2012

NEWTOWN PUBLIC SCHOOLS
SPECIFICATIONS AND BID FORMS
FOR
ATHLETIC & FIELD TRIP TRANSPORTATION

Bids to be opened:

AT: 9:30 AM
DATE: May 9, 2012
PLACE: Newtown Public Schools
3 Primrose Street
Newtown, CT 06470

Bidder Information

Company Name: All-Star Transportation LLC

Contact Person: Leslie Sheldon

Title: Operations Manager

Address: 146 Huntingdon Avenue

City: Waterbury State: CT Zip: 06708

Telephone: 203-573-0555

Fax: 203-573-9750

Email: leslie.sheldon@all-startransportation.com

AS
Bidder's Initials

NEWTOWN PUBLIC SCHOOLS
3 PRIMROSE STREET
NEWTOWN, CT 06470

NOTICE TO BIDDERS

NEWTOWN PUBLIC SCHOOLS INVITES REPUTABLE AND QUALIFIED COMPANIES TO SUBMIT SEALED BIDS FOR ATHLETIC AND FIELD TRIP STUDENT TRANSPORTATION SERVICES BEGINNING JULY 1, 2012 FOR A FIVE YEAR PERIOD. FORMS FOR BID, CERTIFICATION, CONDITIONS, AND SPECIFICATIONS MAY BE OBTAINED FROM THE BUSINESS OFFICE OF NEWTOWN PUBLIC SCHOOLS, 3 PRIMROSE STREET, NEWTOWN, CONNECTICUT ON APRIL 27, 2012. **BIDS WILL BE RECEIVED UNTIL 9:30 AM ON MAY 9, 2012 IN NEWTOWN PUBLIC SCHOOLS' BUSINESS OFFICE.** ALL BIDS WILL BE PUBLICLY OPENED AT THAT TIME AND PLACE. THE BID WILL REMAIN FIRM FOR A PERIOD OF 30 DAYS FOLLOWING THE DATE OF THE OPENING, AND SHALL THEREAFTER REMAIN FIRM UNTIL THE BIDDER PROVIDES WRITTEN NOTICE TO THE SCHOOL DISTRICT'S BUSINESS OFFICE THAT THE BID HAS BEEN WITHDRAWN.

IN CONSIDERING BIDS AND AWARDING THE CONTRACTS, NEWTOWN PUBLIC SCHOOLS RESERVES THE RIGHT TO TAKE INTO ACCOUNT COST, EXPERIENCE, SERVICE, AND REPUTATION IN THE STUDENT TRANSPORTATION FIELD, AS WELL AS THE FINANCIAL RESPONSIBILITY AND SPECIFIC QUALIFICATIONS SET OUT IN THE BID DOCUMENT. THE SCHOOL DISTRICT RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN BIDS, TO REJECT ANY OR ALL BIDS, TO DISCUSS OPERATING OPTIONS WITH ONE OR MORE BIDDERS, OR TO ENTER INTO SUCH OTHER DISCUSSIONS OR NEGOTIATIONS AS THE DISTRICT DEEMS TO BE IN ITS BEST INTERESTS.

BIDDERS SHALL BE REQUIRED TO FURNISH A BID BOND AT THEIR OWN EXPENSE, OR A CERTIFIED CHECK IN THE AMOUNT OF 10 PERCENT OF THE PROPOSED TOTAL ANNUAL FIRST YEAR PRICE.

INSTRUCTIONS TO BIDDERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested and the Bid Form.
3. Submit **three** complete sets of your bid and include this complete bound document initialed on each page. The Bidder is responsible for making its own copies of any or all parts of this document for its files.
4. Bids must be presented in a sealed envelope or box and addressed as follows:

**Director of Business
Newtown Public Schools
3 Primrose Street
Newtown, CT 06470**

Athletic & Field Trip Transportation Bid – 9:30 PM on May 9, 2012

5. Bids will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Bidder provides written notice to the school district's Business Office that the Bid has been withdrawn.
6. Bidder must furnish, at its own expense and with the Bid, a Bid bond or certified check in the amount of 10% of the proposed total annual first year price for the contract.
7. Bids will be received until 9:30 AM. on May 9, 2012 at Newtown Public Schools Business Office, 3 Primrose Street, Newtown, CT 06470, at which time and place all Bids will be publicly opened.
8. Bidders are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Bid. It is the Bidder's responsibility to ensure that all requested information is supplied with the initial Bid. The school district reserves the right to reject any late submissions, and is not responsible for notifying the Bidder of any missing elements of the Bid.

BIDDER'S CHECK LIST

The following checklist is provided for the convenience of the Bidders and is not a part of the contract documents. Each Bidder is encouraged to insure their complete compliance with all requirements of these documents. Compliance with the Request for Bid requirements is the sole responsibility of the Bidder. Note that three complete sets of the Bid must be submitted.

- Bid bond or certified check for 5% of the annual contract cost.
- Proof of 100% performance bond ability.
- Letter from the insurance company guaranteeing appropriate coverage.
- Reference list or evidence demonstrating an ability to perform required.
- Detail on Bidder's programs and efforts to secure a competent driver force to meet the needs of the school district's program.
- Ownership information and any outstanding legal issues.
- Resumes of management staff.
- Fleet replacement program.
- Explanation of operating program.
- Appropriate documentation relating to facilities that will be used in the performance of the contract.
- Any other information or data the Bidder wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Bid.
- Appendix B - vehicle list and documentation on ability to obtain fleet.
- Hold Harmless Agreement.
- Form of Bid completed for each contract period.
- Non-Collusive Bidding Certification.
- All pages of the bid document included and initialed.
- All Bids properly signed.
- List of any deviation or exception from these conditions or specifications.

TABLE OF CONTENTS

	<u>PAGE</u>
BID OPENING INFORMATION	
NOTICE TO BIDDERS	
INSTRUCTIONS TO BIDDERS	
BIDDERS'S CHECKLIST	
1. GENERAL CONDITIONS	1
1.1 Definitions	1
2. BIDS	2
2.1 Bid Procedure and Requirements	2
2.1.1 Notice of Date and Time of Bid	2
2.1.2 Submission Requirements	2
2.1.3 Form of Bid Amounts	2
2.1.4 Stipulations; Restrictions in Bids	2
2.1.5 Business Structure and Ownership Information	2
2.1.6 Use of Data	3
2.1.8 Experience; References; Proof of Insurance & Bondability	3
2.1.8 Driver Force Details	3
2.1.9 Minimum Requirements	3
2.1.10 Changes or Deviations Not Allowed	3
2.1.11 Legibility; Original Signatures	3
2.1.12 Tax Exemptions	4
2.1.13 Timelines; Board Rights	4
2.1.14 Bidder Representations	4
2.1.15 Bid Submission - Labeling	4
2.2 Bidders Certification, Representations, & Qualifications	4
2.2.1 Independent Bid and Non-Collusion Representation	4
2.2.2 Qualifications of Bidders	4
2.3 Interpretation of Documents	6
3. AWARD	7
3.1 Award Period	7
3.2 Transportation Program	7
3.2.1 Contract Period	7
3.2.2 Bid Basis and Calculation	8
3.2.3 Bid Review	9
3.2.4 Cash Discounts	10
4. CONTRACT	8
4.1 Acceptance	8
4.2 Award Notice	8
4.3 Default	8
4.4 Assignment	9
4.5 Contract Documents	9
4.6 Completeness and Accuracy	9
4.7 Approvals	9

4.8	District Actions	9
4.9	Termination	9
5.	GUARANTEES BY THE SUCCESSFUL BIDDER	10
5.1	Extra Work	10
5.2	Inspection and Tests	10
5.3	Warrantees and Guarantees	10
5.3.1	Solvency and Competency	10
5.3.2	Mandatory Standards Act	10
5.3.3	Fair Labor Standards Act	11
5.3.4	“SOSHA” and “Right To Know” Compliance	11
5.3.5	Non Discrimination Practices	11
5.3.6	Non Discrimination Advertising Statements	11
5.3.7	Nondiscrimination in Contracts	11
5.3.8	Compliance with Federal Drug and Alcohol Testing	11
5.3.9	General Compliance	11
5.3.10	Independent Contractor Status	11
6.	PAYMENTS	11
6.1	Final Payment	11
6.2	Adjustments	12
6.3	Payment Hold-Backs	12
6.4	Appropriation Requirements	12
6.5	Invoice and Record Keeping Requirements	12
7.	SAVINGS CLAUSE	12
7.1	Bidder Responsibilities	12
8.	SPECIFICATIONS	13
8.1	Scope	13
8.2	District Representative	13
8.3	Bid Bond	13
8.4	Insurance	13
8.4.1	Insurance Carrier Letter	13
8.4.2	Insurance Levels	13
8.4.3	Liability and Physical Damage	14
8.4.4	Additional Insured Requirements	15
8.4.5	Minimums	15
8.4.6	Evidence of Insurance	15
8.4.7	Hold Harmless	15
8.4.8	Cancellation Requirements	15
8.5	Books and Records	16
8.6	Term	16
8.7	Contractor’s Responsibilities	16
8.7.1	Personnel Matters	16
8.7.1.1	Employee Qualities	16
8.7.1.2	Preferential Hiring and Employment Responsibilities	17
8.7.1.3	Terminal Manager	17
8.7.1.4	Employee Attire	17
8.7.1.5	Regulatory Compliance	17
8.7.1.6	Employee Training	17
8.7.1.7	Physical Examinations and Tests	18

	8.7.1.8 Employee Listing	18
	8.7.1.9 Stand-by Drivers	18
	8.7.1.10 Driver Safety Equipment Training	18
	8.7.1.11 Route Changes	19
	8.7.1.12 Student Supervisor	19
	8.7.1.13 Intoxicants and Smoking Prohibited	19
	8.7.1.14 Driver Assigned to Bus	19
	8.7.1.15 Requirement to Transport	19
	8.7.1.16 Dispatcher	19
	8.7.1.17 Internet Requirements	20
	8.7.1.18 Bus Monitor Requirements	20
	8.7.2 Vehicles	21
	8.7.2.1 Specifications and Features	21
	8.7.2.2 Provision of Vehicle Description in Appendix A	22
	8.7.3 Facilities	23
	8.7.4 Fuel	23
	8.7.4.1 Reimbursement Description	23
	8.7.4.2 Route Miles	23
	8.7.5 Tolls	23
	8.7.6 Advertising	23
8.8	Safety Requirements	24
8.9	Trip Scheduling	24
	8.9.1 Trip Locations	24
	8.9.2 Bus Number Identification	24
	8.9.3 Route Descriptions	24
	8.10 Operating Matters	24
	8.10.1 District Operating Policies	24
	8.10.2 Driver Training and Additional Training	24
	8.10.3 Monthly Reports	24
	8.10.3.1 Accidents	25
	8.10.3.2 Student Discipline Matters	25
	8.10.3.3 Student Counts	25
	8.10.4 Driver's Daily Reports	25
	8.10.5 Rights to Property	25
	8.10.6 Authorization of Students for Transportation	25
	8.11 Base Program Bid	26
	8.12 Compliance Requirements	26
	8.12.1 Title IX Regulations	26
	8.12.2 ADA and Rehabilitation Act of 1973	26
	8.14 Contract	26
	8.15 Termination of Contract By Board Without Default	27
	8.16 Contractor's Default	27
	8.17 Non-Performance Damages	28
	8.17.1 Required Number of Buses, Drivers, Monitors	28
	8.17.2 Spare Vehicles	28
	8.17.3 District Involvement	28
	8.17.4 Approved Drivers	29
	8.17.5 Interruption in Service	29
	8.17.6 Communications Equipment	29
	8.17.7 Contract Termination	29
9.	BID FORM	30-33

APPENDICES

<input type="checkbox"/>	Appendix A – Bidder’s Vehicle List	34
<input type="checkbox"/>	Appendix B – Newtown Public Schools List	35
<input type="checkbox"/>	Appendix C – Hold Harmless Agreement	36
<input type="checkbox"/>	Appendix D – Bidder’s Certification	37
<input type="checkbox"/>	Appendix E – Non-Collusive Bid Certification	38

ATTACHMENTS

2012-13 School Calendar

1. GENERAL CONDITIONS

All invitations to submit bids issued by Newtown Public Schools will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase Contract awarded by Newtown Public Schools.

1.1 DEFINITIONS

- "Addenda" written instruments issued by the District, or its agent, prior to the execution of the Contract that modify or interpret the Request for Bid documents by additions, deletions, clarifications, or corrections.
- "Bid" or "Proposal" an offer to furnish materials, services, supplies, and/or equipment in accordance with the Request for Bid, the general conditions, and the specifications. If "Proposal" happens to be used anywhere in this document, consider it interchangeable with "Bid".
- "Bidder", or "Contractor" any individual, company, or corporation submitting its bid, and qualified consistent with the "Bidder Qualifications" section of this document.
- "Board" or "District" or "School District" the Board of Education of the Town of Newtown, Connecticut.
- "Contract" an agreement duly executed by the District and the Contractor that calls for the transportation of pupils of the District by the Contractor in accordance with all terms; conditions, requirements and specifications in the bid, for a price to be paid by the District.
- "He/she, his/her" the use of dual-gender words is cumbersome, therefore masculine pronouns have been used throughout this document. The choice of masculine pronouns is strictly arbitrary and does not necessarily reflect the actual gender of any party.
- "School Day" definition of school day for the purpose of transportation is from the time the buses leave to pick up children to the time the buses return to the terminal after bringing them to their designated stop in the P.M.
- "School Year" the period of approximately 180 days of attendance at school for Newtown Public Schools pupils, including private and parochial. The usual period of attendance begins during the

last week of August, and concludes with the last day of classes in June, including make-up days, if required.

"Specification"

description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.

"Successful Bidder"

any Bidder to whom an award is made by the Board.

2. BIDS

2.1 BID PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of bid opening will be given in the Notice to Bidders.
- 2.1.2 All bids must be submitted on and in accordance with forms provided by the Board of Education and included in this document. The bid sheets are not to be removed from the document. All bids must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in figures and any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder.
- 2.1.4 Bids may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the bid documents. A determination as to the impact of any proposed change is the sole responsibility of the District.

In case of any ambiguity, inconsistency, or error in any of the Contract documents or of a conflict between the provision of a Contract document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent of Schools or his designate before he submits his bid. If the Bidder fails to do so, his bid will be interpreted by the Superintendent of Schools or his designate.

- 2.1.5 A bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the person's full name. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A bid by a corporation shall also give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

Additionally, the name(s) of the principals of the sole proprietorship, partnership, corporation, or other legal entity shall be provided to the District for all those individuals whose ownership is equal to, or is greater than, 10% of the entity. In the case of a publicly traded corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information.

- 2.1.6 Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid. Upon the District's request, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided. One or more Bidders may be asked to provide additional information, to meet with the District to discuss their bid, to modify one or more sections of their bid, or to address such other issues as deemed important by the District.
- 2.1.7 Along with the completed bid package, Bidders will submit evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Connecticut School Districts which they have served during the past three years and a summary of their experience of successfully operating a complex school transportation program over at least three years.
- Based on bid results, audited (certified or reviewed) financial statements for the last three years as evidence of financial responsibility will only be requested from those companies in final consideration. The information will be required within 48 hours of the District's request. It will be treated confidentially and will not be for public review.
- Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Request for Bid will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. If the insurance company that will provide the coverage has not yet been determined, the agent, broker, or carrier will stipulate that the company's rating will be equal to or greater than the minimum ratings as shown in the specifications. The insurance carrier must be licensed to do business in Connecticut and must be rated in the latest edition of A.M. Best's *Insurance Guide* as at least an "A-" carrier.
- 2.1.8 In order to provide the required services envisioned in these specifications, Bidders must have a sufficient number of competent, trained driving personnel. Bidders shall submit detailed descriptions of their driver recruitment programs, including typical wage and benefit information. For each District provided as a reference in compliance with Section 2.1.8 above, Bidder shall provide an employment profile including at least the number of daily drivers required, the actual number of drivers employed, a description of targeted recruitment programs, wage and benefit programs, and driver training programs.
- 2.1.9 All information required in the notice, specifications and bid offer, in connection with each item against which a bid is submitted, must be provided to constitute an acceptable bid.
- 2.1.10 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of bid.
- 2.1.11 Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

2.1.12 No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.

2.1.13 All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his bid deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES OR TECHNICAL DEFECTS RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, OR TO MODIFY BIDS BASED UPON NEGOTIATIONS WITH THE BIDDER(S), AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**

2.1.14 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a bid will also mean that the Bidder is fully informed as to the rules, regulations and requirements of the Federal Government, the State of Connecticut and Newtown Public Schools, and that the Bidder will fully comply with said rules, regulations and requirements.

2.1.15 All bids must be sealed. They must be submitted in a plain opaque envelope, or in a sealed plain box. All bids must be addressed to the Director of Business, Newtown Public Schools, 3 Primrose Street, Newtown, CT 06470. The bid label must be clearly marked "Athletic and Field Trip Transportation Bid". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the bids will become the property of the District and will not be returned.

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Bidder certifies that:

- a) The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the Request for Bids, and
- b) The contents of the bid have not been communicated by the Bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

2.2.2 Qualifications of Bidders: The work and services described in these bid documents include the performance of activities directly affecting the safety of the students of the District and the public

generally. The District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract, and the Bidder shall furnish the District with all such information for this purpose as the District may request. If, in the opinion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract bid, the District reserves the right to reject its bid.

The District reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the District may choose to reject any bid where the Bidder's stated qualifications are such that the District feels that the Bidder may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Bidder must supply information consistent with the detailed requirements described. The Bidder is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all Connecticut Department of Motor Vehicles rules, regulations, and vehicle inspection requirements.
- b) Bidder must include a reference list, setting out the names of all Connecticut Districts that they have operated in the past three years, or are currently operating. The name and telephone number of each business official or other District liaison must be provided for each District reference listed, along with a description of the type of transportation services provided (i.e. athletic and field trip; special education; extra-curricular), and the number and size of buses and vans used in the performance of the Contract.
- c) A list of financial references demonstrating financial soundness and capability, and annual financial statements of the Bidder or parent company for the past three years must be supplied if requested. The Bidder shall submit information identifying any pending lawsuits as well as any outstanding judgments and liens in which it is involved. In addition, the Bidder is to provide a description of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder within the last seven years. If the Bidder has ever been denied a Performance Bond, detailed information about the situation and resolution must be provided.
- d) A detailed description of the Bidder's driver recruitment program, including specific efforts that will be used to recruit quality personnel in Newtown must be provided. As a part of this submittal, a description of the process that will be used to comply with the preferential hiring requirements must be provided.
- e) Included in the qualifications of the Bidder is to be a brief resume summarizing the experience and qualifications of the terminal manager and others who will be directly responsible for the performance of this Contract. Other managers and

supervisory staff include assistant manager(s), dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

An organizational chart is to be provided showing the relationship of the various management positions within the terminal that will provide services to the District. Please provide an additional organizational chart showing the terminal manager's position within the Bidder's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this Contract.

- f) The Bidder should supply details on the typical operating program that would be utilized in the performance of this Contract, including such items as specialized training for new and experienced drivers and bus monitors; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs.
- g) This Contract envisions the Contractor providing all buses to meet the program needs. To that end, the Bidder shall provide its fleet replacement schedule (years and/or mileage) for vehicles in the categories appropriate to the Contract being considered by the Bidder. Included in this section shall be a commitment as to the average age of the fleet that will service Newtown Public Schools throughout the life of this Contract. The fleet average shall not exceed five years. Failure to maintain the stipulated average age during the Contract life shall be considered grounds for default as defined under this specification document. In no case will the vehicle age providing services to the District exceed six years of age. Vehicle age is determined by subtracting the model year of the vehicle from the year of the Contract (calculated on September 1 of each year). For example, a bus with a 2011 model year, at the beginning of this Contract period (7/1/12) would be considered one year old. Vehicle ages will be calculated each Contract year and the Contractor will provide the District with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria. No bus at the start of this Contract shall be six years old or more.

2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other Contract document will be made to any Bidder orally. Every request for such interpretation should be made in writing addressed to Ronald Bienkowski, Director of Business, Newtown Public Schools, 3 Primrose Street, Newtown, CT 06470, not later than five days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all Bidders of record by the School District in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail with return receipt requested, by fax with receipt acknowledgement, by electronic mail (e-mail) with receipt acknowledged or will be available for pick up at the District's Business Office with signature acknowledging receipt, and shall become a part of the Contract documents. Failure of any Bidder to receive any such addendum or

interpretation shall not relieve any Bidder from any obligations under his bid submitted. Electronic verification of the sending of the addendum materials by the District or its agent shall be sufficient record of compliance with this requirement. All addenda so issued shall be submitted with bids and acknowledged by the Bidder.

3. AWARD

- 3.1 The School District will endeavor to make an award within 30 days after the date of the bid opening, and all bids shall remain firm during that time period. The District further reserves the right to make awards following this initial 30 day period to any Bidder who has not provided written notice to the School District's Business Office that its bid has been withdrawn.

The District will evaluate every written bid submitted and reserves to itself the right to be the sole judge of which bid best meets the needs of the District. During the course of the Contract, the District reserves the right to negotiate changes in the scope, including the quantity of buses, and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder to the District.

3.2 Transportation Program

- 3.2.1 The Contract will be awarded for a period of five school years: 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-17.
- 3.2.2 The Contract will be awarded based upon a review by the District of all elements of the bid submitted, including mandatory and voluntary categories of information, and requested alternates.

For athletic and field trip transportation, the pricing system used in this Contract is based upon the distance the specific vehicle is in use on behalf of Newtown Public Schools. The trip rates shall include a 15 minute pre-trip and a 15 minute post-trip in the PM.

Newtown Public Schools seeks trip rates and the District and the Contractor will mutually agree on the best option to service the required needs.

For the purposes of evaluating the Contract cost only, the attached program list will be utilized as the basis for calculating the annual cost for each of the five Contract years. The prices submitted on the Bid Form will be multiplied by the appropriate location on the following program list for each Contract year. The aggregate total cost of the five years will be considered the bid cost, for each Contract bid submitted. Due to the variable nature of the services requested, the District reserves the right to modify the cost calculation to best meet its intended vehicle and service usage.

3.2.3 Once the District receives bids, each element of the submissions will be reviewed. In order to clarify certain elements of a bid in order to better meet the District's needs, a meeting with one or more Bidders may be arranged to discuss their bids. Any changes to the bids that are agreed to by the Bidder will be placed in writing and acknowledged by the Bidder, and will then serve as both a formal modification to the original bid and as the basis for any Contract awards. The results tabulated on this form will be used to determine the low bidder.

3.2.4 No cash discount may be offered or quoted by any Bidder.

4. CONTRACT

4.1 Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful Bidder and the School District. The Board will present the final Contract to the successful Bidder and this bid document shall be incorporated into and made a part of the Contract.

4.2 The placing in the mail of a notice of award to a successful Bidder, to the address given in the bid, will be considered sufficient notice of acceptance of Contract.

4.3 If the successful Bidder fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the duration of the Contract or should the successful Bidder fail, or be delinquent, in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, as determined by the Board of Education of the School District, then the School District shall have the right to declare the successful Bidder in default and in addition, to any other legal or equitable remedies available to it to include those set forth in Section 8 of the Specifications, the School District, upon declaring the successful Bidder in default may upon seven days written notice to the successful Bidder, take the following action:

- a) Withhold any funds due the successful Bidder under this Contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School District might have against the successful Bidder.
- b) Commence providing the services Contracted for with the successful Bidder, either directly or through another Contractor.

The successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Bidder, as well as attorney's fees incurred in contracting with another party.

Should the successful Bidder fail to cure any violation of this paragraph, or otherwise be in default of its obligations under the Contract, within 30 days of the written notice of default,

the School District shall be entitled, in its sole discretion, to terminate the Contract or rescind the award of the bid, whichever is applicable. In such an event, termination shall be in addition to any and all of the legal remedies available to the School District as set forth in this paragraph 4.3 above.

- 4.4 It is mutually understood and agreed that the successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the School District.
- 4.5 All of the documents listed in the Table of Contents to the specifications and bid forms, to include the General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid together with the Contract itself.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 Any Contract awarded hereunder is contingent upon approval, after review by Newtown Public Schools, with respect to technical conformance to said requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said authorities with respect to said technical conformance is received by the District.
- 4.8 No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 4.9 Newtown Public Schools may terminate this Contract any time by a notice in writing from Newtown Public Schools to the Contractor. If the Contract is terminated by Newtown Public Schools as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program, or for "cause" due to violations of the operating requirements consistent with the terms in these specifications. The "lack of funding" or "cause" descriptions do not preclude any other rights afforded Newtown Public Schools under the terms as specified in the specifications or subsequent Contract documents, or as provided for in Municipal or State laws.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

- 5.1 The District may at any time by a written order, require the performance of such extra work or changes in the work as it may find necessary or desirable. The School District reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses under this Contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.
- 5.2 All material, services, workmanship, and credit history shall be subject to inspection, examination and test by the District. The selection of bureaus, laboratories and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.
- 5.3 The successful Bidder warrants and guarantees:
- 5.3.1 That Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it. The Contractor shall furnish the annual cost of providing a Performance Bond in an amount equal to 50% of the estimated annual Contract to guarantee the faithful performance of the Contract. The Performance Bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing the Performance Bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the attorney for the District, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The Performance Bond shall be furnished to the District at least 30 days before the initiation of Contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent Contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. The requirement for a Performance Bond will be determined solely by the District; however, for a bid to be considered, the bidder must demonstrate the ability to supply the required bond. The annual cost for the Performance Bond in the amount of 50% of the value of the first year of the Contract will be borne by the Contractor. The Performance Bond may also be requested for the remaining four years of the Contract and the decision will be at the District's discretion. Proof of bondability must be submitted with the bid.
- 5.3.2 That it shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed Contract. That it shall procure and maintain, solely at its own expense, such insurance coverage in the amounts and under the conditions

set forth in Section 8.4 of the specifications. Certificates of insurance, where applicable, will be submitted to the District's Business Office no later than 30 days prior to the initiation of each Contract year.

- 5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and School District.
- 5.3.4 That it will comply with the Connecticut Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 5.3.5 The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, disability, or marital status, or any other reason prohibited by law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 5.3.6 The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, country of national origin, age, disability, or marital status.
- 5.3.7 The Contractor will cause the foregoing provisions to be inserted in all Sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each Sub-Contractor, provided that the foregoing provisions shall not apply to Contract or Sub-Contracts for standard commercial supplies.
- 5.3.8 That it will comply with all State and Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- 5.3.9 The successful Bidder will comply with any and all other applicable Federal, State, and/or local laws, rules, and regulations.
- 5.3.10 That the Contractor is an independent Contractor in the performance of this Contract and the School District is interested only in having the bus transportation services performed. For all purposes of this Contract, all bus drivers, monitors and others engaged by Contractor for the performance of this Contract shall be considered employees of Contractor and not Newtown Public Schools.

6. PAYMENTS

- 6.1 The acceptance by the Contractor of the final payment shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payment, if this be improperly delayed.
- 6.2 Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- 6.3 The District may withhold from the Contractor so much of the payment due him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.4 Any Contract awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the District's operating costs, as budgeted by the Board of Education for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board of Education, or if anticipated revenues of the District from Federal and State sources are reduced, the District reserves the right to cancel the Contract upon 15 calendar days written notice without further liability to the Contractor.
- 6.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the 10th day of a given month, payment will be tendered within 30 days of receipt of invoice. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The District will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached. The Contractor(s) shall maintain records during the term of the Contract and for three years thereafter of the daily services provided to the District on a route by route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

7. SAVINGS CLAUSE

- 7.1 The successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, Acts of God, or for any other acts not within the control of

The policy or policies carried by the Bidder shall contain a provision that coverage will not be cancelled or non-renewed until at least 30 days written notice has been given to the Board of Education.

The Bidder shall self insure any applicable deductibles, and the Bidder shall agree to indemnify the District for any applicable deductibles.

- 8.4.4 The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- 8.4.5 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to Newtown Public Schools no later than August 1 of each Contract year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide annual binders in a timely manner shall be considered a Contract default consistent with the provisions of these specifications.
- 8.4.6 The Contractor shall defend, indemnify and hold the Board, the Town and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations that result from, or arise out of the performance of the Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.
- 8.4.7 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without 30 days prior written notice to the District. It shall further state that a similar 30 days prior written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself that relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information.
- 8.4.8 In fulfilling the obligations of the Contract, care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

8.5 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by Newtown Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of three years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities and buses for purposes of review and inspection.

8.6 TERM

The term of the Contract shall be for a five year period beginning July 1, 2012 and ending June 30, 2017.

8.7 CONTRACTOR'S RESPONSIBILITIES

8.7.1 Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, mechanics, and bus monitors (currently referred to by the District as "aides") must 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, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, State Department of Motor Vehicles regulations, and State law.

- 8.7.1.1 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus or serve as a bus monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers and bus monitors must understand and speak English. No person who is serving a sentence in a

penal or correctional institution shall be employed or work under this Contract.

8.7.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract 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 Contractor further agrees that the School District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any routing supervisor, dispatcher, bus driver, mechanic, or monitor. The Board of Education reserves the right, in the exercise of its sound discretion, to reject drivers or bus monitors or to direct that they be replaced, without being limited to considerations of health and driving records.

8.7.1.3 A "terminal manager" (or similar function/title) will be provided by the Contractor hereunder. Said manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools or designee. Said supervisor also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State of Connecticut purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said manager and his duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The manager is required to meet all State regulations and training requirements.

The manager, and/or appointed assistant managers, are precluded from any bus driver duties or driving any bus. Sufficient management personnel shall be maintained and available any time a vehicle is on the road.

8.7.1.4 All drivers and monitors provided by the Contractor pursuant to the Contract shall be properly dressed.

8.7.1.5 The Contractor must comply with all State, Federal, and local laws and regulations, and regulations of the Department of Motor Vehicles regarding school bus driver, bus monitor employment and bus operation, and Board of Education policies.

8.7.1.6 Each driver and monitor performing services pursuant to the Contract shall be involved in all safety programs which are or may be required by the laws,

rules and regulations of the State of Connecticut. The Contractor shall employ a qualified "driver trainer" who will also personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. Any Contractor hereunder must comply particularly with the regulations of the State of Connecticut as they apply to safety regulations for drivers and monitors.

- 8.7.1.7 The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the District's Superintendent of Schools, or designee, in writing on the forms prescribed by the District. Should regulations require physical examinations for bus monitors, these will also be the responsibility of the Contractor.

The District reserves the right to have its doctor examine anyone providing service under this Contract with the cost of such examination at District expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations. The Contractor will submit proof of drug testing to Newtown Public Schools for each employee prior to their driving buses in its transportation system.

- 8.7.1.8 The Contractor shall submit to the District no later than 14 days prior to the beginning of each Contract year a list of the names, addresses, and Connecticut driver's license numbers of all regular and substitute drivers, and all regular and substitute bus monitors, 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 or monitor hired or terminated after that date and at the time such hiring or termination takes place.
- 8.7.1.9 The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract.
- 8.7.1.10 The Contractor shall be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and

roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law.

- 8.7.1.11 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.
- 8.7.1.12 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No pre-school or kindergarten children are to be released without supervision. If there is no one to meet the child, or if the child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.
- 8.7.1.13 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision.
- 8.7.1.14 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus.
- 8.7.1.15 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established location, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.
- 8.7.1.16 The Contractor shall provide a dispatcher 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.

- 8.7.1.17 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended.
- 8.7.1.18 Some vehicles provided under this Contract that may require performing athletic and field trip services shall include a bus monitor provided by the Contractor. For purposes of this Contract, the use of the terms bus monitor, monitor, or aide are interchangeable. All monitors must be prepared to assist students to and from the threshold of the property, and they must assist the handicapped pupil in entering and leaving the vehicle. While this is not to be construed as requiring monitors to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting handicapped pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

Monitors must also perform mandated functions of clearing the danger zones on the outside of buses, and assisting the drivers in the management of students and performance of standard discipline functions. The bus monitor is an important function in meeting State Regulations relative to loading and unloading safety issues, while also enhancing the transportation functions by assisting students in need and supplementing the student management functions on the bus. The Contractor shall provide the monitors with appropriate training to meet these goals when necessary.

The Contractor shall be responsible for communicating with monitors their responsibilities, and any monitor not willing to comply with these requirements shall be removed and replaced.

There may be situations where the District assigns a teacher to a vehicle or student. The Contractor will facilitate this process.

All drivers, substitute drivers, and monitors are required to be Cardio Pulmonary Resuscitation (CPR) certified and first aid certified. This requirement is for the benefit of Newtown students transported daily, and indirectly for the benefit of Newtown residents. To insure compliance with this requirement, The Board of Education will fund this program for the Contractor's employees used in direct performance of this Contract.

8.7.2 Vehicles

8.7.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the District. The District prefers that the vehicles used under this Contract be garaged and maintained in Newtown. If they are not, the District will not pay for deadhead miles/time for vehicles garaged and maintained in facilities outside the District. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

- a. In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles.
- b. SOS lights, flashing semaphore, crossing gates, "Child Check Mate" or equivalent system, and any other equipment as promulgated by law on any new buses.
- c. Two-way radios of **at least** 45 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. 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. Certain areas of the District have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone; repeater station) must be provided by the Contractor. All Contractor-owned vehicles must contain radios that properly integrate with the District's system; specifications will be provided.
- d. Should new legislation require child restraints and/or other safety measures for students being provided service under this Contract, it shall be the Contractor's responsibility to comply with the law.
- e. Vehicle numbers and company name and telephone number must be displayed appropriately on each vehicle as required by the Department of Motor Vehicles. All lettering must be in accordance with State regulations. Special lettering may be required by the School District, such as route numbers, letters, and/or school names.

- f. Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the School District.
- g. Buses transporting students must be restricted to the transportation of students and/or authorized personnel only.
- h. All buses used in the performance of this Contract for athletic and field trip services must be equipped with a single, digital, color camera recording system with audio.
- i. The Superintendent of Schools, or designee, reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- j. On request, the Contractor must provide the Board with copies of vehicle maintenance records. The Contractor shall establish a daily inspection program of all vehicles and equipment and shall keep written records showing such inspections so that the Board or its authorized agent may, at any time, request the written record of the inspections made by the Contractor.
- k. The types of services envisioned under the Contract entails the provision of after hours and out of district services that require reliable vehicles and experienced drivers. Therefore, any vehicle that is placed out of service during a routine DMV inspection for three consecutive times will not be permitted to be used in performance of the Contract. Should a question arise relative to the operation of any bus, the Board or its designee shall evaluate the vehicle and supporting maintenance documentation, with the final decision as to vehicle use resting solely with the Board. Should the Board determine that one or more vehicles are not acceptable for use under the terms of the Contract, the Contractor shall be responsible for supplying alternative vehicle(s) to meet the Contract obligations. The lack of approved vehicles is not an acceptable reason for non-performance, and the Board will consider any such occurrence a breach of the Contract with actions to be taken as stipulated under the terms of the Contract.

8.7.2.2 On **APPENDIX A**, Bidders are required to provide the make, model, year, fuel type and seating capacity of each vehicle to be supplied during the initial year of the Contract. A minimum of four diesel Type I buses equipped with radios and cameras must be used for this Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the bid.

8.7.3 Facilities

Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract. Bidder will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet. Specific information on facility address, size of buildings and parking areas, and features of site(s) may be included with the Bid. If the proposed site(s) is/are not currently under the control of the Bidder (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted. The District reserves the right to inspect the terminal(s).

Newtown Public Schools would prefer that the transportation facility be located within the Town of Newtown. However, if a suitable site is not available in the Town, the Contractor may operate from a location within 20 minutes of the Town. Specific information about this site must be provided pursuant to this section in order to allow the District the ability to evaluate the suitability of the deadhead travel. The District will not reimburse the Contractor for any operating time or fuel resulting from any deadhead miles.

8.7.4 Fuel

8.7.4.1 Newtown Public Schools will furnish the Contractor with the fuel necessary for performing the services required under this athletic and field trip transportation Contract without charge. The amount furnished will be limited to the amount actually used in the performance of the Contract. All fuel usage shall be logged per trip.

The District currently utilizes the services of the Town Highway Department fuel site. The District reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the District's permission to utilize another vendor or source, the District will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred should the District's designated location be utilized.

8.7.5 Tolls

The cost of tolls incurred by the Contractor for regularly scheduled routes or trips will be reimbursed by the District upon presentation of receipts. Tolls for any "deadhead" trips will not be reimbursed.

8.7.6 Advertising

Vehicles used in performance of this Contract to transport pupils of the District shall not be used to display, either inside or outside of the vehicle, any

advertisement (commercial, political, or other) without the prior written authorization of the Superintendent of Schools or his designee.

8.8 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board of Education, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except handicapped students who may have specialized loading requirements), and at no time are pupils to be transported off the public highways.

8.9 TRIP SCHEDULING

8.9.1 The Contractor will be responsible for furnishing transportation to any location shown on the **BID FORM** on pages 30-33 of this document and/or as requested by the District.

8.9.2 Each bus used under this Contract will display the proper bus number.

8.9.3 The Contractor will supply updated route descriptions, provide mileage and any other additional information deemed necessary by the District.

8.10 OPERATING MATTERS

8.10.1 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District, with the consent of the Contractor.

8.10.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. The cost of such instruction shall be paid by the Contractor.

8.10.3 Contractor's Monthly Reports: The Contractor shall deliver to the District its written report of operations on a monthly basis at the same time that the monthly invoice is submitted. The report shall include matters such as: a listing of actual services, student discipline matters and accidents, driver discipline and required activity, and other items related to the performance of the Contract. The Contractor and the District shall meet prior to the beginning of school to finalize the information to be contained on this report.

8.15 TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT

Newtown Public Schools may terminate the Contract any time by a notice in writing from the School District to the Contractor. If the Contract is terminated by Newtown Public Schools as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Any pre-payments made to the Contractor by the School District pursuant to the terms of these specifications shall be adjusted and any monies that should be refunded to the School District shall be remitted within 15 days. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program.

8.16 CONTRACTOR'S DEFAULT

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

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

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

In addition, in the event that the buses contracted for herein are unavailable for service, the Contractor shall be considered in default and the School District shall be free to contract with any other person or company for bus service. In addition, one-day cessation of bus services shall constitute a default of the Contract. Cessation of bus service shall mean the absence from service of more than four vehicles on any day.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the School District as soon as such information becomes known to it, and the School District shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary

interim service and shall compensate the School District for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Contractor within five school days of the cessation of service, the School District shall have the option of terminating the Contract, calling the Performance Bond and/or other security or taking such action as may be authorized by law.

In all cases where the Contractor ceases service for one or more school days, the School District shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security and any Performance Bond submitted with the Contract to the School district shall so specifically state.

8.17 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the District will endeavor to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

- 8.17.1 If at any time the Contractor does not provide the required number of buses, drivers or bus monitors necessary under the Contract, the Board of Education may deduct from its monthly payment \$75 per student assigned to said bus, driver, or monitor not provided in accordance with the Contract, or the pro-rata cost of the vehicle for that day, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater.
- 8.17.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the 30-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus a \$75 per vehicle penalty.
- 8.17.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within 30 days, the District reserves the right to deduct \$125 from the monthly payment for each such occurrence.

**NEWTOWN BOARD OF EDUCATION BID FORM
ATHLETIC FIELD TRIP TRANSPORTATION
DUE MAY 9, 2012 @ 9:30 A.M.**

CONNECTICUT	Est. Runs	YEAR 1 7/1/12-6/30/13	YEAR 2 7/1/13-6/30/14	YEAR 3 7/1/14-6/30/15	YEAR 4 7/1/15-6/30/16	YEAR 5 7/1/16-6/30/17
ANSONIA	1	\$170	\$172	\$174	\$176	\$178
ASHFORD	1	\$350	\$350	\$350	\$350	\$350
AVON	1	\$300	\$300	\$300	\$300	\$300
BEACON FALLS	1	\$170	\$175	\$180	\$185	\$190
BERLIN	5	\$250	\$250	\$250	\$250	\$250
BETHEL	25	\$175	\$180	\$180	\$185	\$190
BLOOMFIELD	1	\$300	\$300	\$300	\$300	\$300
BRANFORD	1	\$250	\$250	\$255	\$260	\$265
BRIDGEPORT	25	\$220	\$220	\$220	\$220	\$220
BRIDGEWATER	1	\$150	\$155	\$160	\$160	\$160
BRISTOL	10	\$250	\$250	\$250	\$250	\$250
BROOKFIELD	25	\$175	\$180	\$180	\$185	\$190
CANTERBURY	1	\$350	\$350	\$350	\$350	\$350
CANTON	1	\$350	\$350	\$350	\$350	\$350
CHESHIRE	1	\$210	\$210	\$212	\$215	\$215
CHESTER	1	\$300	\$300	\$300	\$300	\$300
CLINTON	1	\$300	\$300	\$300	\$300	\$300
COLEBROOK	1	\$300	\$300	\$300	\$300	\$300
CROMWELL	1	\$250	\$250	\$250	\$250	\$250
DANBURY	25	\$175	\$180	\$180	\$185	\$190
DARIEN	10	\$230	\$230	\$230	\$235	\$235
DERBY	1	\$175	\$180	\$180	\$185	\$190
DURHAM	1	\$300	\$300	\$300	\$300	\$300
EAST HARTFORD	1	\$300	\$300	\$300	\$300	\$300
EAST HAVEN	1	\$250	\$250	\$250	\$250	\$250
EAST LYME	1	\$300	\$300	\$300	\$300	\$300
EASTON	1	\$175	\$180	\$180	\$185	\$190
ENFIELD	1	\$300	\$300	\$300	\$300	\$300
ESSEX	1	\$300	\$300	\$300	\$300	\$300
FAIRFIELD	10	\$210	\$210	\$215	\$215	\$220
FARMINGTON	5	\$250	\$250	\$255	\$260	\$260
GAYLORDSVILLE	1	\$175	\$180	\$180	\$185	\$190
GLASTONBURY	1	\$300	\$300	\$300	\$300	\$300
GREENWICH	1	\$230	\$230	\$230	\$230	\$230
GROTON	5	\$300	\$300	\$300	\$300	\$300
GUILFORD	5	\$250	\$250	\$250	\$250	\$250
HAMDEN	15	\$230	\$230	\$230	\$235	\$235
HARTFORD	15	\$300	\$300	\$300	\$300	\$300
HIGGANUM	1	\$300	\$300	\$300	\$300	\$300
KENT	1	\$200	\$200	\$200	\$200	\$200
LEDYARD	1	\$300	\$300	\$300	\$300	\$300
LITCHFIELD	5	\$230	\$230	\$230	\$235	\$235
MADISON	1	\$250	\$250	\$250	\$250	\$250
MANCHESTER	5	\$300	\$300	\$300	\$300	\$300
MERIDEN	1	\$230	\$230	\$230	\$230	\$230
MIDDLEBURY	25	\$175	\$180	\$180	\$185	\$190
MIDDLEFIELD	1	\$250	\$250	\$250	\$250	\$250
MIDDLETOWN	10	\$250	\$255	\$260	\$265	\$270
MILFORD	5	\$230	\$230	\$230	\$235	\$235
MONROE	25	\$175	\$180	\$180	\$185	\$190
MOODUS	1	\$300	\$300	\$300	\$300	\$300
MYSTIC	1	\$300	\$300	\$300	\$300	\$300
NAUGATUCK	5	\$200	\$205	\$210	\$210	\$215
NEW BRITAIN	1	\$250	\$250	\$250	\$250	\$250

**NEWTOWN BOARD OF EDUCATION BID FORM
ATHLETIC FIELD TRIP TRANSPORTATION
DUE MAY 9, 2012 @ 9:30 A.M.**

CONNECTICUT CONT'D	Est. Runs	YEAR 1 7/1/12-6/30/13	YEAR 2 7/1/13-6/30/14	YEAR 3 7/1/14-6/30/15	YEAR 4 7/1/15-6/30/16	YEAR 5 7/1/16-6/30/17
NEW CANAAN	1	\$200	\$205	\$210	\$215	\$220
NEW FAIRFIELD	10	\$210	\$210	\$215	\$215	\$220
NEW HARTFORD	5	\$300	\$300	\$300	\$300	\$300
NEW HAVEN	10	\$230	\$230	\$235	\$235	\$240
NEW LONDON	1	\$300	\$300	\$300	\$300	\$300
NEW MILFORD	25	\$175	\$180	\$180	\$185	\$190
NEWINGTON	5	\$300	\$300	\$300	\$300	\$300
NEWTOWN	155	\$85	\$86	\$87	\$88	\$90
NEWTOWN (1 WAY)(NYA)	112	\$45	\$45	\$47	\$48	\$50
NORTHFORD	1	\$250	\$250	\$250	\$250	\$250
NORTH HAVEN	1	\$230	\$230	\$230	\$230	\$230
NORWALK	15	\$230	\$230	\$230	\$235	\$235
ORANGE	1	\$200	\$205	\$210	\$215	\$220
OXFORD	10	\$175	\$180	\$180	\$185	\$190
PLAINVILLE	1	\$230	\$230	\$230	\$230	\$230
PUTNAM	1	\$300	\$300	\$300	\$300	\$300
REDDING	20	\$175	\$180	\$180	\$185	\$190
RIDGEFIELD	10	\$210	\$210	\$215	\$215	\$220
SALSBURY	1	\$300	\$300	\$300	\$300	\$300
SEYMOUR	5	\$175	\$180	\$180	\$185	\$190
SHELTON	5	\$200	\$205	\$210	\$210	\$210
SIMSBURY	1	\$300	\$300	\$300	\$300	\$300
SOUTH WINDSOR	1	\$300	\$300	\$300	\$300	\$300
SOUTHBURY	1	\$175	\$180	\$180	\$185	\$190
SOUTHINGTON	1	\$230	\$230	\$230	\$230	\$230
SOUTHPORT	1	\$200	\$200	\$200	\$200	\$200
STAMFORD	1	\$230	\$230	\$230	\$230	\$230
STORRS	5	\$300	\$300	\$300	\$300	\$300
STRATFORD	30	\$220	\$220	\$225	\$225	\$230
TOMLINSON	1	\$230	\$230	\$230	\$230	\$230
TORRINGTON	1	\$230	\$230	\$230	\$230	\$230
TRUMBULL	15	\$190	\$195	\$195	\$200	\$200
UNCASVILLE (new)	4	\$300	\$305	\$310	\$315	\$320
WALLINGFORD	1	\$250	\$250	\$250	\$250	\$250
WASHINGTON	5	\$210	\$210	\$215	\$215	\$220
WATERFORD	1	\$300	\$300	\$300	\$300	\$300
WATERBURY	5	\$200	\$205	\$210	\$215	\$220
WATERTOWN	5	\$210	\$210	\$215	\$215	\$220
WEST HARTFORD	5	\$300	\$305	\$310	\$315	\$320
WEST HAVEN	1	\$230	\$230	\$230	\$230	\$230
WESTON	10	\$190	\$195	\$195	\$200	\$200
WESTPORT	5	\$210	\$210	\$215	\$215	\$220
WETHERSFIELD	1	\$300	\$300	\$300	\$300	\$300
WILLIMANTIC	1	\$300	\$300	\$300	\$300	\$300
WILTON	10	\$200	\$205	\$210	\$215	\$220
WINCHESTER	1	\$300	\$300	\$300	\$300	\$300
WINDHAM	1	\$300	\$300	\$300	\$300	\$300
WINDSOR	1	\$300	\$300	\$300	\$300	\$300
WINDSOR LOCKS	1	\$300	\$300	\$300	\$300	\$300
WINSTED	1	\$300	\$300	\$300	\$300	\$300
WOLCOTT	1	\$210	\$210	\$215	\$215	\$220
WOODBIDGE	1	\$210	\$210	\$215	\$215	\$220
WOODBURY	1	\$180	\$180	\$180	\$180	\$180
WOODSTOCK	1	\$300	\$300	\$300	\$300	\$300
	810					

**NEWTOWN BOARD OF EDUCATION BID FORM
ATHLETIC FIELD TRIP TRANSPORTATION
DUE MAY 9, 2012 @ 9:30 A.M.**

MASSACHUSETTS	Est. Runs	YEAR 1 7/1/12-6/30/13	YEAR 2 7/1/13-6/30/14	YEAR 3 7/1/14-6/30/15	YEAR 4 7/1/15-6/30/16	YEAR 5 7/1/16-6/30/17
AGAWAM	1	\$350	\$350	\$350	\$350	\$350
BECKETT	10	\$400	\$400	\$400	\$400	\$400
BOSTON	1	\$400	\$400	\$400	\$400	\$400
MONTEREY	1	\$400	\$400	\$400	\$400	\$400
SPRINGFIELD	1	\$400	\$400	\$400	\$400	\$400
STURBRIDGE	1	\$400	\$400	\$400	\$400	\$400
	15					

NEW YORK

BREWSTER	4	\$205	\$210	\$215	\$220	\$225
BRONX	1	\$400	\$400	\$400	\$400	\$400
CARMEL	1	\$210	\$210	\$210	\$210	\$210
FISHKILL	1	\$250	\$250	\$250	\$250	\$250
KENNEDY AIRPORT	1	\$400	\$400	\$400	\$400	\$400
LAGRANGE	1	\$375	\$375	\$375	\$375	\$375
MAHOPAC	1	\$300	\$300	\$300	\$300	\$300
MOHAWK	1	\$300	\$300	\$300	\$300	\$300
MONROE	1	\$350	\$350	\$350	\$350	\$350
NEW YORK CITY	1	\$400	\$400	\$400	\$400	\$400
NEWBURGH	1	\$300	\$300	\$300	\$300	\$300
NORTH SALEM	1	\$250	\$250	\$250	\$250	\$250
PORT CHESTER	1	\$375	\$375	\$375	\$375	\$375
POUGHKEEPSIE	1	\$300	\$300	\$300	\$300	\$300
PURCHASE	1	\$300	\$300	\$300	\$300	\$300
TARRYTOWN	1	\$300	\$300	\$300	\$300	\$300
WEST POINT	1	\$350	\$350	\$350	\$350	\$350
	20					

Rhode Island

Warwick	1	\$400	\$400	\$410	\$410	\$410
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New Jersey

Princeton	1	\$400	\$400	\$410	\$410	\$410
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Performance Bond

Annual Charge		\$1,200	\$1,250	\$1,300	\$1,350	\$1,400
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a) Rate Excess of Five Hours	\$50	\$55	\$60	\$65	\$70
b) Cancellation Fee	\$50	\$55	\$60	\$65	\$70
c) Maximum Cancellation Fee	\$50	\$55	\$60	\$65	\$70

RATES APPLY FROM DEPARTURE TO RETURN ON ALL TRIPS UP TO FIVE HOURS. TRIPS THAT EXCEED FIVE HOURS WILL BE CHARGED INCREMENTALLY FOR ACTUAL TIME @ THE RATE OF **(a)** PER HOUR. RATES ARE EXCLUSIVE OF ROAD FEES, PARKING, TOLLS, ETC.

CANCELLATIONS SHALL BE PROVIDED IN WRITING AT LEAST 24 HOURS PRIOR TO THE SCHEDULED EVENT FOR REASONS OTHER THAN WEATHER. IN THE EVENT OF INCLEMENT WEATHER, A TWO-HOUR MINIMUM ADVANCE NOTICE IS REQUIRED FOR CANCELLATIONS OR A FEE OF **(b)** WILL BE DUE FROM THE REQUESTING PARTY.

SHOULD THE BOARD/SCHOOL FAIL TO PROVIDE THE REQUIRED CANCELLATION NOTICE, AND SHOULD THE CONTRACTOR INCUR A DEMONSTRATED COST AS A RESULT OF THE CANCELLATION, THE BOARD/SCHOOL SHALL PAY A CANCELLATION FEE THAT EQUALS THE FULL RATE OF THE CANCELLED TRIP, NOT TO EXCEED A MAXIMUM FEE OF **(c)** FOR EACH BUS CANCELLATION.

AUTHORIZED SIGNATURE: _____

DATE: 5-7-12

PRINTED NAME: Leslie Sheldon

TITLE: Operation's Manager

APPENDIX B

NEWTOWN PUBLIC SCHOOLS

**HAWLEY ELEMENTARY SCHOOL
29 CHURCH HILL ROAD
NEWTOWN, CT 06470-1644
(203) 426-7666/FAX: (203) 270-6543
ENROLLMENT: 386**

**SANDY HOOK ELEMENTARY SCHOOL
12 DICKINSON DRIVE
SANDY HOOK, CT 06482-1298
(203) 426-7660/FAX: (203) 426-2649
ENROLLMENT: 513**

**MIDDLE GATE ELEMENTARY SCHOOL
7 COLD SPRING ROAD
NEWTOWN, CT 06470-2600
(203) 426-7642/FAX: (203) 426-0326
ENROLLMENT: 470**

**HEAD O'MEADOW ELEMENTARY SCHOOL
94 BOGGS HILL ROAD
NEWTOWN, CT 06470-1915
(203) 426-7670/FAX: (203) 270-9610
ENROLLMENT: 344**

**REED INTERMEDIATE SCHOOL
3 TRADES LANE
NEWTOWN, CT 06470
(203) 270-4880/FAX: (203) 270-4899
ENROLLMENT: 867**

**NEWTOWN MIDDLE SCHOOL
11 QUEEN STREET
NEWTOWN, CT 06470-2172
(203) 426-7642/FAX: (203) 270-6102
ENROLLMENT: 870**

**NEWTOWN HIGH SCHOOL
12 BERKSHIRE ROAD
SANDY HOOK, CT 06482-1398
(203) 426-7689/FAX: (203) 426-6573
ENROLLEMENT: 1,727**

APPENDIX C

THIS FORM MUST BE SIGNED AND NOTARIZED AND SUBMITTED WITH BID

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO HOLD HARMLESS AND INDEMNIFY NEWTOWN PUBLIC SCHOOLS, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE NEWTOWN PUBLIC SCHOOLS FROM ANY LAWSUIT, ACTION, PROCEEDING LIABILITY, JUDGEMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- (A) ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, HOWEVER CAUSED;
- (B) ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OF INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE NEWTOWN PUBLIC SCHOOLS, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NEWTOWN PUBLIC SCHOOLS ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE NEWTOWN PUBLIC SCHOOLS, NEWTOWN SCHOOL BOARD, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NEWTOWN PUBLIC SCHOOLS.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGEMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Signature _____ Date 5-8-12

Sworn to before me this 8th day of MAY, 2012

Marilyn J. Kennedy
(NOTARY PUBLIC)

My Commission Expires 9/30/12

LD
Bidder's Initials

APPENDIX E

NON-COLLUSIVE BIDDING CERTIFICATION

Firm Name: All-Star Transportation LLC

Business Address: 146 Huntingdon Avenue Waterbury, CT 06708

Telephone No. 203-573-0555 Date of Bid: May 9, 2012

I. GENERAL BID CERTIFICATION

The Bidder certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this Bid.

II. NON-COLLUSIVE BID CERTIFICATION

By submission of this Bid, the Bidder certifies that:

a. Each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a) - (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the Newtown Public Schools determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

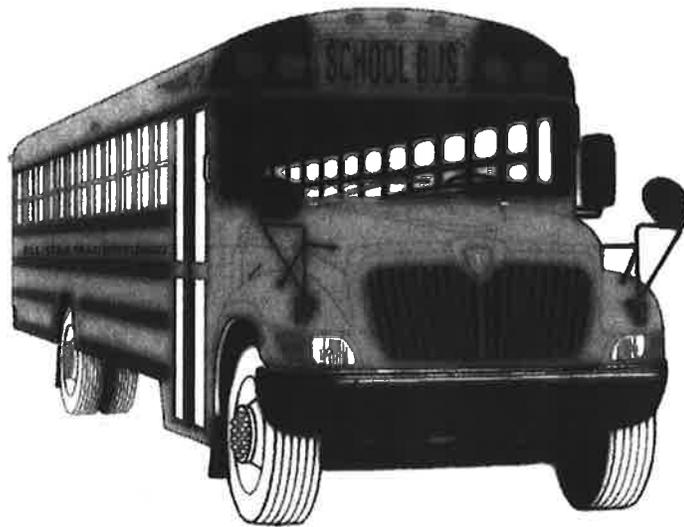
Any Bid shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certified as to non-collusion as the act and deed of the corporation.

Signature [Signature]

Title Operations Manager

ALL-STAR TRANSPORTATION

BOND & INSURANCE



**“The NEW Leader of School
Bus Transportation”**



The Hanover Insurance Company

Massachusetts Bay Insurance Company

Worcester, MA 01605

CONSENT OF SURETY

We, the undersigned, **THE HANOVER INSURANCE COMPANY** and/or **MASSACHUSETTS BAY INSURANCE COMPANY**, corporations organized and existing under the laws of the state of New Hampshire and authorized to do business in the State of **CT** with offices at **Worcester, Massachusetts** do hereby consent and agree with **NEWTOWN PUBLIC SCHOOLS** that if the foregoing proposal of **ALL STAR TRANSPORTATION** for **ATHLETIC & FIELD TRIP TRANSPORTATION** be accepted and the contract be timely awarded and executed by **NEWTOWN PUBLIC SCHOOLS** we will, upon its being awarded and entered into, become surety for the said **ALL STAR TRANSPORTATION**

In a sum not to exceed **AMOUNT BID** Dollars (**\$ 150,000**) for the faithful performance of said contract.

Signed, sealed and dated this **9TH** of **MAY**, **2012**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY

BY: _____


DEBRA J. EZRA, ATTY-IN-FACT



The Hanover Insurance Company

Massachusetts Bay Insurance Company
Worcester, MA 01605

AST-0509

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, **ALL STAR TRANSPORTATION** hereinafter called Principal, and **MASSACHUSETTS BAY INSURANCE COMPANY**, a corporation established under the laws of the State of New Hampshire and having its principal office in Worcester, Massachusetts and/or **THE HANOVER INSURANCE COMPANY**, a corporation established under the laws of the State of New Hampshire and having its principal office in Worcester, Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto **NEWTOWN PUBLIC SCHOOLS** as Obligee, in the penal sum of **TEN PERCENT (10%) OF AMOUNT BID** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the **NEWTOWN PUBLIC SCHOOLS** a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing to provide **ATHLETIC AND FIELD TRIP TRANSPORTATION**

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

SIGNED, SEALED AND DATED this 9TH day of MAY, 2012

ALL STAR TRANSPORTATION

BY  (Seal)

THE HANOVER INSURANCE COMPANY

BY 
DEBRA J. EZRA, ATTY-IN-FACT

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Robert G. Lull and/or Debra J. Ezra

of Santee, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14th day of December 2011.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 14th day of December 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept 21, 2018

Barbara A. Garlick
Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of MAY 20 12.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margoslan
Glenn Margoslan, Vice President



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Financial Statement

**The Hanover Insurance Company, Bedford, New Hampshire
Financial Statement as of December 31, 2011**

ASSETS	<u>2011</u>
Cash in Banks (Including Short-Term investments)	\$ 24,406,790
Bonds and Stocks	\$ 4,168,059,643
Other Admitted Assets	\$ <u>1,096,119,264</u>
Total Admitted Assets	\$ <u>5,288,585,697</u>

LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums	\$ 1,226,423,542
Reserve for Loss and Loss Expense	\$ 1,902,741,199
Reserve for Taxes	\$ -
Funds held under reinsurance treaties	\$ 2,272,380
Reserve for all other liabilities	\$ 578,873,269
Capital Stock - \$1.00 par	\$ 5,000,000
Net Surplus	\$ <u>1,573,275,307</u>
Policyholders' Surplus	\$ <u>1,578,275,307</u>
Total Liabilities, Capital and Surplus	\$ <u>5,288,585,697</u>

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

} s.s.:

Martin D. Kelly, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2011.

MARTIN D. KELLY
Asst. Treasurer



H.D. SEGUR
I N S U R A N C E

P.O. Box 400
156 Knotter Drive
Cheshire, CT 06410
Phone (203) 699-4500
Fax (203) 271-7081
Toll free (800) 336-4496
Web Site: www.hdsegur.com

May 08, 2012

Newtown Public Schools
3 Primrose Street
Newtown, Ct 06470

**RE: All-Star Transportation, LLC – May 2012 Newtown Public Schools
Athletic and Field Trip Transportation Bid
Insurance Coverage Confirmation Letter**

To Whom It May Concern:

In accordance with the provisions of the Newtown Public Schools' specifications and proposal forms for student transportation, this letter is to confirm that the insurance coverage and limits required in the Request for Proposal are currently in force through H. D. Segur, Inc. and will be in force for All-Star Transportation, LLC at the inception of and throughout the term of the proposed contract. The required coverage is and will continue to be provided by insurance companies licensed to do business in the State of Connecticut, which have an "A-" or higher policyholder rating according to the latest edition of the A.M. Best Publication Key Rating Guide.

Should All-Star Transportation, LLC be awarded the subject contract, the required Certificate of Insurance will be provided. Meanwhile, if you have any questions, please feel free to contact me.

Best regards,
Hollis D. Segur, Inc.

Carl D. Temme, CLU, CPCU, ARM, CIC
President

JAU/ 1253935

2 Stony Hill Road
Bethel, CT 06801
Phone (800) 336-4496
Fax (203) 791-2966

213 Court Street
Middletown, CT 06457
Phone (800) 336-4496
Fax (860) 344-9302

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hollis D. Segur, Inc. 156 Knottter Drive P.O. Box 400 Cheshire, CT 06410	CONTACT NAME: PHONE (A/C, No, Ext): 203 699-4500 FAX (A/C, No): 203 271-7081	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED All-Star Transportation, LLC 146 Huntingdon Avenue Waterbury, CT 06708	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Argonaut Insurance Co.	
	INSURER B : Everest National Ins. Co.	
	INSURER C : North River Ins. Co.	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BBG710036004	09/01/2011	09/01/2012	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		BBG710036004	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car					
B	UMBRELLA LIAB	OCCUR	71G800008211	09/01/2011	09/01/2012	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	BWC710056401	06/25/2011	06/25/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N				N/A
C	Excess Liability		552-015406-8	09/01/2011	09/01/2012	\$9,000,000 Each Occ \$9,000,000 Aggreg

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Newtown Public Schools
 3 Primrose Street
 Newtown, CT 06470

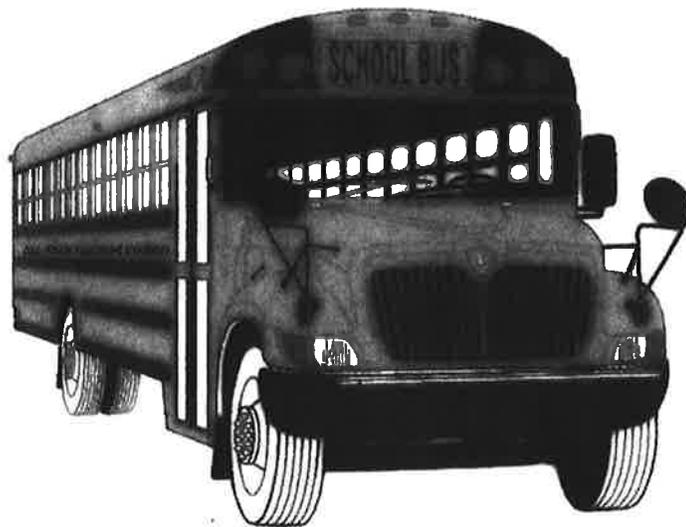
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jim Herlihy

ALL-STAR TRANSPORTATION

COMPANY OVERVIEW



**“The NEW Leader of School
Bus Transportation”**

All-Star Transportation, LLC

STATEMENT

All-Star Transportation LLC is an equal opportunity employer. We at All-Star Transportation LLC will strive to service our customer and employees with safety, reliability and professionalism. The constant commitment by its employees to be the best will ensure a positive working relationship with fellow employees, management, school administrators, parents and the students we serve. We shall never lose sight of the customer that we serve and never forget that we value their business.

To the employees, All-Star Transportation LLC is dedicated to offering the best in training, equipment and protection against hazards in the workplace including maintaining a drug free environment. At All-Star Transportation LLC we realize that most working opportunities do not require 40 hours of work per week. We will attempt conscientiously to be fair by offering the opportunity for those who wish, additional working opportunities once they arise. That we all work as a team realizing that no one person can do the job by themselves and that we are able to rely on each other to accomplish what needs to be done. We will all strive to be better together.

EMPLOYEE CODE OF CONDUCT

Employees of ALL-STAR TRANSPORTATION, LLC are to conduct themselves in a responsible, professional and ethical manner. As an employee you represent the Company to the public. Set an example of dignified personal behavior at all times.

As a driver or monitor, your job will involve pupil management fifty percent of the time. Never forget that you are dealing with children, young adults, handicapped or learning impaired individuals. Your passengers expect responsible attitudes along with a degree of authority. Your relationship with them is an important one that should never be compromised with submission to irresponsible conduct. Immoral, unethical, sexual abuse or indecent conduct with other employees or passengers is cause for immediate discharge.

Please report unethical or dishonest behavior, sexual harassment or abuse and misconduct to your immediate supervisor. Reported activities will be investigated by appropriate ALL-STAR TRANSPORTATION, LLC management team members. The management team will determine appropriate means for proper resolution. All-Star Transportation LLC will not tolerate any behavior by any employee found to be conducting themselves in an unethical or inappropriate manner, whether it is on All-Star Transportation's property or in the community. The employee will be subject to appropriate disciplinary action, up to and including termination.

Company Overview

All-Star Transportation, LLC was formed in June of 2004 with seasoned transportation veterans operating it. It is owned by John Dufour and his family. Between his sister, brother and himself they share over eighty (80) years of hands on experience in the school bus transportation industry.

The Dufour family started in the mid seventies working in their Dad's school bus business. John Sr. sold his company in the spring of 1987 to Ryder Student Transportation which the Dufour children remained employed by for a short time.

John Dufour started out on his own in 1989 when he formed Dufour Transportation Services, Inc. In the company's initial year of operation, its sole customer was the Kent Board of Education. John sold his business to Laidlaw Transit in the summer of 1998. Dufour Transportation was the largest private school bus operator in the state at this time. Dufour Transportation had twenty three (23) school contracts and operated over six hundred twelve (612) vehicles daily. At the time of the sale, Dufour Transportation had over \$20 million in annual revenue. John retired in 1998 to enjoy his children as they grew into young adults. In 2004 John became interested in starting a business again which he asked his sister and brother to join him in. They successfully bid on the transportation contract for the City of Torrington in May of 2004 and the company has been growing ever since. All-Star Transportation now has over 500 route vehicles on the road each day with annual revenue of over \$30 million.

Leslie Sheldon started in the business as Contract Manager for a small terminal in Watertown, CT. She went to work for Dufour Transportation in 1990. She progressed over the years to more responsibilities and oversaw the 100 plus school buses for the City of Waterbury. She then became Operations Manager for Dufour Transportation. When Dufour sold to Laidlaw she assumed more responsibility and was most recently the Western Connecticut Area General Manager responsible for over \$33 million of annual revenue.

Richard Dufour also started at a small terminal and progressed up the management ladder. He was the Manager of the first contract John had in Kent, CT. During his years at Laidlaw, he was the Branch Manager for the Torrington contract with annual yearly revenue of \$2 million. He also oversaw the daily operations of the branches in the Northwest corner of the State and was responsible for the operations of 200 plus school routes daily. Richard has proven over and over again to be a key management player when it comes to setting up a bus terminal. His forte is route management. He has successfully taken over the operations of a terminal, found ways to make routes more efficient and most times eliminate unnecessary vehicles. For the 2008-09 school years he has overseen the transportation requirements of the Regional School District #1. With Richard's assistance they are able to cut two (2) vehicles from their fleet next school year and save money which is crucial in these economic times.

Richard Dufour will be the Operations Supervisor directly responsible for the start up and day to day operations for the Newtown Public Schools when All-Star Transportation is the successful bidder. We are confident that Richard's routing skills and management experience will enhance the transportation of the students of Newtown and allow this school district to have the most efficient transportation services for its community. Richard will work closely with the Terminal Manager that will be hired to oversee this operation. Safety Supervisors will assist with all new hire training.

STATEMENT

At All-Star Transportation LLC we understand that our ability to deliver safe, on-time, dependable transportation service is contingent upon careful employee selection, excellent employee training and development a low level of employee turnover. The key to maintaining a stable workforce is dependent upon our ability to communicate effectively with our employees, providing a workplace environment which encourages participation and recognizes individual achievement and accomplishment.

STAFFING

Corporate Office

This office houses the owners of the company as well as a full time bookkeeper and full time administrative assistant. Billing, payroll and all functions of the company are overseen here.

Terminals

Manager

Each All-Star Transportation terminal is staffed with a manager. The manager oversees all of the daily operations needed to provide on time safe student transportation to our customers. The Manager's major functions include planning, directing and supervising the employees within our facility and ensuring that our customer is provided with the highest level of service possible. The Manager is responsible for selecting and hiring individuals for positions within the facility. The Manager is also responsible for administration of payroll and compliance with all company policies and procedures. The Manager will be responsible for ensuring that all service performance standards as established by the customers are being met or are being exceeded.

Terminals with route vehicles in excess of thirty five (35) vehicles are also staffed with a full time dispatcher. Dispatchers are assigned to smaller terminals when contracted by the customer to do so or the work load warrants a second operation's individual.

Dispatcher

The Dispatcher is responsible for routing, reporting, record keeping, and driver and vehicle assignments. The Dispatcher is responsible for conducting two-way radio communications with drivers and monitoring the location of vehicles. The Dispatcher will also be responsible for telephone answering and field trip reservations at certain times of the day.

Each terminal has a crew to start vehicles daily as well as a yard person that checks fluids, performs maintenance of minor defects and fuels vehicles.

Maintenance Facilities

All-Star Transportation has three (3) large maintenance facilities. These facilities have in ground and above ground hydraulic lifts to allow every aspect of each vehicle to be properly maintained and checked. Each of the facilities' has a laptop computer that communicates with vehicles to assist with maintenance as well as instant updates on vehicle recalls. Each shop has a parts room with an average of \$70,000 of inventory stocked on the shelves. Each facility has two (2) full service trucks to assist with on road breakdowns as well as maintenance required at the terminals. These trucks are ready to go 24/7.

Torrington Maintenance Facility

The Torrington facility which is eight thousand (8000) square feet maintains over one hundred and sixty seven (167) vehicles. It is staffed with a shop manager and four (4) full time maintenance technicians. The vehicles under contract for the City of Torrington, Regional School District #10, Litchfield Public Schools, Regional School District #1 and the Regional School District #6 are maintained here. Regional School District #10 contracts with All-Star Transportation to service their three (3) Board owned vehicles also which is performed at this facility.

New Milford Maintenance Facility

The New Milford facility is a twin building to the Torrington facility. It maintains a fleet of one hundred nineteen (119) vehicles. It is staffed with a shop manager and three (3) full time maintenance technicians. The vehicles under contract for the New Milford Public Schools and Regional School District #12 are maintained at this facility.

Seymour Maintenance Facility

This is our largest facility with over twelve thousand (12,000) square feet of space. This facility maintains a fleet of two hundred forty three (243) vehicles. It is staffed with a shop manager, a parts manager and seven (7) full time maintenance technicians. The Director of Maintenance also has his office in the building. The vehicles under contract for Regional School District #16, Ansonia Public Schools, Derby Public Schools, Oxford Public Schools, Seymour Public

Schools, Naugatuck Public Schools and the City of Waterbury are maintained at this facility.

Safety

Safety Supervisors

All-Star Transportation divides its current geographic area into two (2) areas, north and south. Each area has a full time Safety Supervisor assigned to it. Each Safety Supervisor is State of Connecticut DMV certified to train drivers. These ladies are responsible for on road and on board observations of all drivers. They conduct the monthly safety meetings and all of the new driver classroom training. They coordinate behind the wheel training with driver trainers. They oversee the driver trainers that are assigned to each location. They coordinate DMV testing of new employees as well as proficiency testing for veteran drivers. They are responsible for every aspect of safety at each terminal whether it be passenger, employee or vehicle safety. Safety Supervisors respond to most accidents involving an All-Star Transportation vehicle. If they are not available the Terminal Manager responds. Leslie Sheldon or Richard Dufour responds also to all serious accidents with injuries.

Driver Trainers

Currently there are twenty (20) driver trainers and half are also state certified. Driver trainers are school bus drivers that have a passion for safety and promote it to their peers. They instruct new applicants with behind the wheel training which ranges from driving on the road, on/off loading, railroad crossings, emergency procedures, student management and every aspect of driving that a driver faces daily while behind the wheel of a school bus.

School Bus Drivers and Monitors

It is the intention of All-Star Transportation to hire any current employees that service the transportation needs of the Newtown Public Schools as long as each employee meets the current hiring standards and conditions that are in place with our Company. Recruiting efforts will start immediately upon being successful bidder and will aim to employ prospective candidates from the local community. Advertising will be done locally. Training classes will start immediately. Our drivers and monitors are paid marketplace wages. They currently receive five (5) paid holidays, (5) paid sick days, and paid safety training. We have an optional 401K plan and dental coverage available for their participation.

Description of Administrative Programs at each Terminal

Daily office logs, dispatcher records, complaint records, scheduling, pick up and drop off information will be maintained in the Terminal Office. Fuel records will also be maintained in the Terminal Office. Employee personnel files, driver qualification files, and training records will be maintained at each terminal.

Monthly invoices for service will be prepared at our corporate office in Waterbury, CT. Accident and insurance reports will be maintained by the Safety Supervisors in our corporate office.

School Bus Driver Qualifications

All-Star Transportation prides itself in never cutting corners and going the extra mile to get the job done correctly. We staff our vehicles with employees that are required to demonstrate the utmost standards of professionalism at all times.

Qualifications for Driving

Drivers employed by All-Star Transportation LLC must meet the following qualifications:

Initial Screening Requirements

1. Application for employment
2. Personal interview
3. Medical examination
4. Reference check-previous employers
5. F.B.I. criminal background check
6. Connecticut State Police background check
7. Local police background check
8. Pre-employment drug and alcohol screening test
9. Department of Motor Vehicle history record check
10. Previous employer-Controlled substance testing history
11. D.C.F. check

Initial Training Requirements

1. Candidates must successfully complete the company's driving training program which consists of a minimum of thirty five (35) hours of classroom and on the road instruction.
2. Candidates must pass a written examination administered by the Department of Motor Vehicles, including the passenger endorsement examination.
3. Candidates must pass a road course examination administered by the Department of Motor Vehicles.

Continuing Employment Requirements

1. Drivers receive ongoing monthly safety instruction
2. Drivers are subject to two (2) road evaluations annually
3. Drivers are subject to random drug and alcohol testing throughout the course of their employment
4. Drivers must undergo periodic medical examinations and must maintain medical qualifications as established by the Department of Motor Vehicles and Connecticut regulations.
5. Drivers are subject to annual reviews of driving history records.
6. Drivers are subject to periodic road tests by the Department of Motor Vehicles.

7. Periodic criminal history checks

School Bus Driver Training

All-Star Transportation LLC has developed a highly effective safety program which is practiced at every level of our organization by every employee. Providing our employees with proper training and maintaining a high standard of performance is our priority. A continuous focus on “making things safer and better” is the forefront of our safety campaign.

When a candidate has met the initial screening requirements, they are enrolled in the All-Star Transportation LLC new driver training course. The training course averages forty five (45) hours per applicant.

All applicants must complete the classroom segment of training for Commercial Driver’s Licensing and All-Star Transportation LLC Company Policies and Procedures. The topics below are covered in the classroom segment of training that consists of five (5) four (4) hour day sessions:

1. Introduction
2. Drug and alcohol policy and testing procedure
3. Bloodborn and first aid with a demonstration
4. Paperwork required by Department of Motor Vehicles and All-Star Transportation LLC
5. Company policies and procedure
6. CDL training video
7. Wheelchair Securement and evacuations
8. Emergency evacuations for school transportation vehicles
9. CDL practice test
10. Winter driving
11. Railroad crossings
12. Laws and regulations
13. Assertive discipline program for student management

Once the applicant completes the classroom segment, passes written Motor Vehicle CDL exam and receives his/her training permit, the on the road training process begins. It is broken into segments of pre-trip daily inspection, on/off loading, railroad crossing procedure, emergency situations that could occur on the bus and static course training. This training covers an average of twenty (20) hours per applicant. Each applicant has to meet the All-Star Transportation LLC training supervisor’s standards for completion of Motor Vehicle Licensing.

After completion of licensing, each new employee will receive location training on policies and procedures, i.e., fueling of vehicles, parking areas, student discipline procedure, weekly times records, etc. A company handbook is issued to each employee.

Employee Policies and Procedures

Accident Policy

A preventable accident is one in which our driver failed to do everything reasonable to prevent the accident from happening. Preventability does not relate to fault. A non-preventable accident is one in which our driver did everything he/she could have to prevent the accident. All accidents must be reported from the scene to the dispatch office immediately regardless of the extent of damage.

The following policy pertaining to preventable accidents will serve as the basis for disciplinary action regarding accidents in a 24-month employment period.

FIRST PREVENTABLE

- ★ Written warning, safety manager will evaluate driver and issue retraining; or
- ★ Suspension 1-5 days (optional) and retraining; or
- ★ Termination (optional)

SECOND PREVENTABLE

- ★ Written reprimand safety manager will evaluate driver and issue retraining; or
- ★ Suspension 2-15 days and retraining; or
- ★ Termination (optional)

THIRD PREVENTABLE

- ★ Termination

Accident Retraining

The employee will receive a written notice of the necessity for attending retraining sessions, of which a copy will be placed in his/her employee file. Employees who are suspended must complete their retraining before returning to work. Employees will be compensated for time spent in retraining sessions. Failure to attend retraining sessions as directed will result in termination.

Cellular Phones

No employee who is operating a company vehicle in service is to use a cellular phone while the vehicles are in motion or in transit. Personal and company issued cellular phones are to be turned off any time the vehicle is in operation, including stops, lights, etc. In the event that a driver must make a cellular call, due to an emergency, the vehicle is to be safely pulled over to the side of the road in a secure location and away from traffic flow before the driver activates the cellular phone. Cellular phones may be activated during none driving lay-over times when on field or athletic trips, as long as it does not interfere with the safety of passengers, and as long as the bus is parked and secured. Violators of this policy will be subject to corrective counseling, and disciplinary action as necessary.

Complaints

Complaints of all nature will be handled in a discreet manner in order to verify their validity. To substantiate a complaint an investigation is conducted by management. If the complaint is substantiated corrective action will be taken up to and including termination. Complete documentation of the incident will be recorded and the confidentiality of the party making the complaint will be protected if requested or recommended. Sexual and other unlawful harassment complaints will be handled by the Operations Manager who is trained to investigate and discipline such complaints and conduct. School Districts will be notified immediately with any complaint or suggestion of abuse from passengers while being transported by All-Star Transportation employee. The school district, any necessary legal enforcement agency and All-Star Transportation will work together to investigate any and all allegations.

Continuous School Bus Driver Training

Every location terminal supplies additional monthly safety training to its employees. A formal meeting is held bi-monthly. It is mandatory that employees attend a minimum of six (6) meetings annually. Subjects that are covered include but are not limited to the following: seasonal safety, student management, emergency procedures, substance use/abuse, communication skills, activity trip procedures, characteristics of students with disabilities, and updates of laws, regulations and policies.

New and unique programs relating to mirror training and reference point training have been implemented and are in place. The program has significantly reduced the number of sideswipe accidents. Mirror certification occurs every year. When a driver uses a vehicle different from the type previously used a new certification is required. After exposure to our system, other agencies have implemented similar programs within their own organization.

It is stated in the All-Star Transportation LLC handbook that all drivers are required to be proficient in the operation of any vehicle used for passenger transportation. Therefore, all drivers are "cross trained" on vehicles that they would not normally operate. Experience has determined that many accidents occur when drivers operate unfamiliar or 'spare' equipment.

Driver Evaluations

Company policy requires an on board evaluation to be performed by trained safety personnel on all new employees thirty (30) days after licensing. On board or on road evaluations are also required by company policy on every All-Star Transportation LLC employee annually by safety personnel. Any irregularities of safety standards found during observations will require immediate mandatory re-training in the area observed by trained safety personnel.

All training is monitored by the Safety Supervisor. Reports of training progress, driver evaluation reports, and retraining reports are on file at the Terminal.

Reports are monitored to determine trends which indicate the need for improvements to our training program.

DRUG POLICY

All-Star Transportation has an obligation to our employees, our passengers and our customers to provide a safe and healthy workplace to operate the safest possible transportation system. With these goals in mind All-Star Transportation has established a zero tolerance policy on controlled substance and alcohol use for all employees. Possession of alcohol, illegal drugs, other illegal substances or prescription drugs that will impair the employee are not permitted on company property, or while on duty in the employment of All-Star Transportation. Furthermore, employees are not permitted to report for duty while under the influence of alcohol, illegal drugs or other illegal substances. Employees failing to adhere strictly to this policy will be subject to disciplinary action, up to and including termination. Report any suspicious activity to any Supervisor. In order to avoid a drug/alcohol problem we will always maintain a list of agencies and/or individuals that are available to assist an employee and/or his or her family for their specific needs.

Pre-employment

Any person hired by the Company will be required to submit to a pre-employment drug screening before they are physically on the job.

Random

Random drug and alcohol screening will be monitored and performed by an outside firm that meets the Federal and State Department of Transportation requirements. Random screening will be performed on a quarterly basis.

Accident

Drug/alcohol screening will be administered to employees involved in an accident that:

- ★ Property damage is deemed extensive by management
- ★ Serious injury and transportation is required to an emergency center, clinic or doctor
- ★ Receives a citation for a moving violation
- ★ Fatal injury is received

Probable Cause

A manager in conjunction with the Safety Department will make a decision as to whether a person should submit to this test. There must be a preponderance of evidence to suspect that an employee may be under the influence of alcohol and/or drugs.

Monitor Training of Student Management for Special Needs Students

Every Monitor that is employed by All-Star Transportation LLC to assist with the service of transportation of special needs students is required by company policy to receive training prior to employment. A video on Special Needs Pupil

Transportation detailing loading and unloading procedures for special needs is viewed and discussed in detail. The monitors are also required by company policy to have an additional two (2) hours annually of wheelchair securement procedures. An additional video on special needs evacuations is covered.

All monitors that are employed by All-Star Transportation LLC are required to complete a drug and alcohol pre-employment screening. A pre-employment criminal history check is also required.

Safety Personnel

Upon request, All-Star Transportation LLC safety personnel are available to school districts for safety programs for their students. The Connecticut School Bus Safety Program supplied by the State of Connecticut has many topics on school bus safety that are usually covered. Different segments are used depending on the age group that the program is designed for. Programs will be designed around the requests of school district personnel. Safety personnel are also available to Parent Teacher Organizations upon request.

School Bus Driver Training of Student Management

The relationship between the driver and the passengers is an important component for safety. Courtesy and the willingness to assist is evaluated through supervisory observation. Drivers and staff receive training and coaching in proper interaction with passengers. Drivers are instructed to refer problems to their supervisor. At no time is a driver to be confrontational with passengers.

All-Star Transportation LLC safety personnel currently uses the Lee Canter assertive discipline program to assist drivers with student management. It is a stop by step approach for managing student behavior on school vehicles. A video is shown and discussed in detail with new drivers. These steps and procedures are continually reinforced with drivers at the regularly scheduled monthly safety meetings. Individual drivers with student discipline problems are dealt with by safety and management personnel on a one on one basis.

School Bus Driver Training of Student Management for Special Needs Students

Every driver that is employed by All-Star Transportation LLC to service the transportation of special needs students is given additional training about the standard company requirements. A video on Special Needs Pupil Transportation detailing loading and unloading procedures for special needs is viewed and discussed in detail. The special needs drivers are also required by company policy to have an additional two (2) hours annually of wheelchair securement procedures.

The training program for operation of wheelchair lift vehicles was authored by All-Star Transportation LLC and has been continually updated. The program as it exists is in agreement with principals of securement as recommended in a recent study performed by Washtenaw County, Michigan and the University of Michigan

Transportation Institute. While the study refers to students, the application of the concepts is pertinent to passengers of all ages.

Ensuring that specialized equipment is in proper working order for boarding and discharging passengers is critical to daily operations. The All-Star Transportation LLC program is unique in requiring a specific pre-trip checklist of the vehicle wheelchair lift and passenger securement system. In addition, All-Star Transportation LLC has developed a step by step check off list of all required tasks in lift operation, passenger boarding wheelchair securement and passenger discharge which is used to evaluate individual driver performance.

School Bus Emergency Evacuation Practice Drills

All-Star Transportation LLC will conduct emergency evacuation practice drills two (2) times per year for each school district that we service. This is coordinated with local school personnel. The drivers are instructed on the proper procedure at monthly safety meetings. It is the individual drivers' responsibility to teach the procedure to the students prior to the drills. Safety personnel are also available to assist with the training.

Sexual and Other Unlawful Harassment

It is ALL-STAR TRANSPORTATION, LLC's objective to provide a working environment free from discrimination and conduct commonly referred to as sexual harassment.

The E.E.O.C. (Equal Employment Opportunity Commission) has provided a broad definition of sexual harassment. It is general in nature and may not always be clear when evaluating everyday situations.

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

Sexual harassment refers to behavior inappropriate in the workplace because it is offensive, unwelcome behavior which would not occur but for the sex of the offended person. Both sexual harassment, and accusations of sexual harassment, are disrupting to the work environment.

If you or a co-worker experiences what you believe to be sexual harassment or accusations of sexual harassment, report it promptly to your immediate supervisor or the Human Resources department. ALL-STAR TRANSPORTATION, LLC will investigate any employee, regardless of job position when such allegations are made. Based on available information, ALL-STAR TRANSPORTATION, LLC will take appropriate action and communicate on a need-to-know basis.

Appropriate disciplinary action, up to and including termination will be taken against any individual for sexual harassment charges determined to be valid.

MAINTENANCE

MAINTENANCE & ENVIRONMENTAL POLICY

All-Star Transportation LLC is committed to maintaining its vehicles with the highest degree of care. It is the policy of the company to ensure that the vehicle manufacturers' recommended procedures and schedules are met. Component replacement parts shall be of the highest quality and will meet or exceed vehicle manufacturer's specifications.

Proper maintenance procedures and adherence to our company's policies and schedules will result in a minimum occurrence of vehicle defects and failures and will ensure that all vehicles will be operated with the highest level of fuel economy as well as the highest degree of safety. The operating condition of each vehicle is subject to governmental regulations and compliance. Vehicle maintenance record keeping is subject to the same level of regulatory scrutiny by both Federal and State officials.

All-Star Transportation LLC, its officers, managers and employees shall ensure that the company employs proper maintenance procedures to maintain strict compliance in regards to environmental procedures and regulations.

MAINTENANCE EXPERIENCE

All-Star Transportation LLC has great pride and confidence in our vehicle maintenance program and the employees who manage it. We operate within the State of Connecticut and pledge to provide safe transportation to our passengers every school day. Our vehicles will be inspected, as required, by the Department of Motor Vehicles in addition to our own rigorous internal inspection program. The operating condition of each vehicle is subject to governmental regulations and compliance. Vehicle maintenance record keeping is subject to the same level of regulatory scrutiny by both Federal and State officials.

Our maintenance staff will consist of individuals with extensive experience in vehicle maintenance for passenger service operations, an industry that is unique in many ways. All-Star Transportation promotes the nationally recognized Automotive Service Excellence (ASE) program for all maintenance personnel to participate in. Each employed mechanic within two (2) years of employment will be required to be certified in a minimum of one (1) of the six (6) school bus certifications available. Upon completion of five (5) years of employment each mechanic will be required to have a minimum of four (4) of the six (6) certifications. Shop Managers will be required to have an ASE master certification within two (2) years of employment in this management position.

Our maintenance staff will receive ongoing training in various areas of vehicle maintenance procedures as necessitated by vehicle component changes, regulatory mandates, and new equipment purchases. Training sessions will be conducted in house and by outside specialists from vendor groups and other agencies. Video tape presentations followed up by hands-on training workshops will be utilized on a regular basis. Training sessions will also be conducted with out staff on related areas such as workplace safety, environmental procedures, and hazardous materials awareness and handling.

Our maintenance staff will consist of individuals with extensive experience in vehicle maintenance for passenger service operations, an industry that is unique in many ways. Minimum qualifications for maintenance personnel employed by All-Star Transportation LLC will require that an individual have at least one year of full time experience as a fleet mechanic.

Cleaners, fuelers and other maintenance support employees will also be trained in the areas of workplace safety, environmental procedures and hazardous materials handling. Fuelers will also receive extensive training in regard to the use of fuel clean up containment kits and the proper procedure for fuel spill prevention.

VEHICLE MAINTENANCE PROGRAM

All-Star Transportation LLC utilizes the computerized maintenance program developed and authorized by International Corporation titled Diamond Connection Solutions. This program is used by school bus and truck fleet owners nationwide. Diamond Connections allows an intensive tracking of every aspect of each vehicle's preventative maintenance, tracks parts, mileage and warranty. Every All-Star Transportation vehicle has a preventative maintenance schedule to perform maintenance at three thousand (3000) miles or ninety (90) days, which ever comes first. This is tracked by vehicle mileage entered weekly into the maintenance program. Shop Managers and the Director of Maintenance receive weekly reports showing weekly vehicle maintenance needs which are scheduled accordingly. All-Star Transportation prides itself on never cutting corners and fulfilling the maintenance requirements of every vehicle. All-Star Transportation has achieved status with the IC Corporation and the BlueBird manufacturing companies to do it's own in house warranty on vehicles. To achieve this status these distributors ensured that All-Star Transportation meets all of the standards that they use to meet their own standards as major school transportation vehicles.

MAINTENANCE PROGRAM-CORRECTIVE

The preventative maintenance schedule set forth will meet or exceed all OEM requirements. This will contribute to a very low failure rate on the road. At the completion of every PM inspection all follow-up repairs will be completed. In addition any defects will be noted on a daily defect sheet and will be repaired on a daily basis. All minor and major repairs will be completed by our trained maintenance staff.

Pre-trip, DVIR'S, and Defects on Vehicles Procedures

Connecticut Motor Vehicle regulation (14-275-31) requires each operator of a school bus, Type II or STV to conduct a pre-trip inspection. Regulation (14-275c-41) requires a driver to prepare a DVIR and further requires the carrier (All-Star Management) to inspect and make the necessary repairs when needed.

PRE-TRIP INSPECTION - this process is a separate function from the DVIR. Pre-trips must be performed before the first run of the day and should be done by each subsequent driver for that bus during the day. Pre-trip consists of a complete walk around inspection of critical and non-critical components. The DVIR becomes the tool by which the driver records any defects found and notifies the carrier (All-Star Management) of the problem.

DVIR CERTIFICATION – Each report must be signed by the driver, “daily.” Also, as a method of acknowledgement receipt, all reports, regardless of whether or not there are defects listed, must also be signed by the carrier (All-Star Management) or its designated representative on a daily basis.

NO DEFECTS DISCOVERED – If after the pre-trip inspection no defects are discovered, the driver may operate the vehicle for that day. The DVIR must clearly state NO DEFECTS. The driver should turn the report in at the end of the day. This will allow for any defects discovered during the day to be added to the report. DVIR's are to be placed in the basket in the office at the end of each day or when you are done with that vehicle for the day.

DEFECTS DISCOVERED - Any defects discovered during the pre-trip inspection or during operation must be listed on the DVIR. If a defect is discovered, it must be immediately brought to the attention of the carrier (All-Star Management) before the vehicle is dispatched from the yard. All-Star Management shall make the determination if repairs are needed to be made prior to the vehicle being operated or if the vehicle may leave the yard. DVIR'S with defects are to be handed in to the dispatch office when discovered, not left in the vehicle until the end of the day. Serious defects need to be verbalized to the dispatch office also when handing in the DVIR. Mechanics will sign off on all DVIR's that they repair and inspect. It is the driver's responsibility to make sure the defect is repaired prior to operating the bus again or asks Management if the vehicle can be used. **DO NOT TAKE THE VEHICLE WITHOUT IT SIGNED OFF ON IN THE BOOK.**

RECORD RETENTION – A copy of the DVIR from the previous day of operation must be in the vehicle. When the last page is used in the book, the book should remain in the vehicle for one day and then the book should be discarded and taken out of the vehicle.

SERVICE OF VEHICLES – Employees must check in with the Dispatch Office to see what vehicle you will be assigned when your vehicle is held in for service.

DEFECT PROCEDURE - Drivers will turn defect slips in with no defects at the end of each day into a basket in the driver's area.

Drivers will turn defect slips in with defects to the dispatch office when they find them. The dispatch office will review the defect and immediately pull the key on any vehicle with a potentially unsafe defect that would hinder service. (i.e. SOS light out, brake concern, fluids leaking, etc)

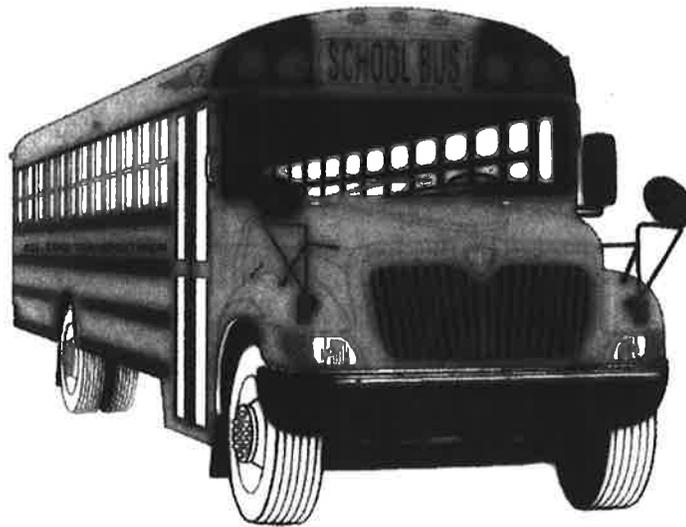
A designee of the dispatch office will bring the DVIR out to the Shop Manager or call the Shop Manager. The DVIR's will be given to the Shop Leadman if the Shop Manager is not available. The Shop Manager or Leadman will designate a mechanic to fix the vehicle and sign off on it. The mechanic will inform the Shop Manager or Leadman that the vehicle is repaired. The Shop Manager or Leadman will inform the dispatch office that the vehicle is repaired and what was done to it if warranted. The Dispatch Office will inform the driver that the defect was repaired and the vehicle is safe to use.

The maintenance department will only deal with drivers when needed and someone from the dispatch office will assist them at all times whenever possible. When vehicles break on the road the dispatch office will notify the garage of the breakdown for assistance. The shop will keep the dispatch office continually updated of the status of the vehicle (i.e. children on the bus, tow truck needed, etc).

Drivers are not allowed in the garage and are not to bring DVIR's into the garage to be fixed. This is the Dispatch office's responsibility. Someone from the dispatch office will go out to the garage if a driver needs to bring a bus up to have something looked at. Communication will be in person or on the phone.

ALL-STAR TRANSPORTATION

JOB DESCRIPTIONS & ORG CHART



**“The NEW Leader of School
Bus Transportation”**



TERMINAL MANAGER JOB DESCRIPTION

Reports to: Operations Manager and Company Owners

Responsibilities: Under limited supervision, direct, supervise, plan and dispatch staff to ensure on-time performance of service.

- Oversee all of the day to day operations of the Terminal
- Interview and hire all personnel required for the successful operations to provide services required by the customer
- Direct liaison between the company and customers
- Investigate all scheduling and driver complaints resolving problems directly with customer
- Handle charter reservation and customer billing
- Maintain and submit employee payroll for weekly processing
- Assist with maintaining vehicles by working with shop manager and drivers with maintenance concerns
- Responsible for employee disciplinary issues and training qualifications
- Perform other tasks or projects as assigned

Qualifications:

- Excellent customer service and communication skills
- Basic knowledge of radio dispatch equipment
- Problem solving skill and ability
- Basic math important, computer skills required
- Good knowledge of geographical area very helpful



DISPATCHER JOB DESCRIPTION

Reports to: Terminal Manager

Responsibilities: Under limited supervision, dispatch all buses to ensure on-time performance of service.

- Assist with overseeing all routing and scheduling of buses; provide timely information to drivers
- Take all scheduling and driver complaints, reporting to the Manager or resolving problems directly with customer
- May handle charter reservations, billing and/or driver payroll
- Assist in providing information during any and all emergency weather or vehicle breakdown situations
- May handle backup driver duties or perform miscellaneous clerical duties
- Perform routing and updating of route sheets as needed
- Perform other tasks or projects as assigned

Qualifications:

- Excellent customer service and communication skills
- Basic knowledge of radio dispatch equipment
- Problem solving skill and ability
- Basic math important, computer skills a plus
- Good knowledge of geographical area very helpful



Safety Supervisor Job Description

Directly Reports to: Operations Manager and Supervisor

Objective: To oversee and improve all aspects of safety relating to assigned terminals as well as the overall company.

Goal: To ensure that all employees are instructed and counseled at all times to employ the safest standards and behaviors that follow Federal, State and Company laws and policies.

Responsibilities:

- ★ Develop polices to be reviewed by the owners to improve the quality of the safety program at All-Star Transportation.
- ★ Schedule, conduct and track attendance of monthly safety meetings. Develop new meetings to cover the mandated State and Company topics to improve driver education and participation.
- ★ Conduct all aspects of new driver training including but not limited to classroom training and behind the wheel training. Communicate effectively and ensure a positive relationship with the State DMV.
- ★ Efficiently oversee and schedule driver trainers, monitoring hours worked and skill qualities.
- ★ Respond, investigate, report and record all types of accidents. Work to reduce the number of accidents and their severity. Maintain accurate files and work to close cases promptly.
- ★ Be accessible for employees and customers via company issued cellular phone.
- ★ Complete special projects as assigned.
- ★ Company assigned vehicle is to be kept clean and presentable. Alcoholic beverages are not permitted in vehicle or consumed while operating vehicle. Personal use is limited to day to day activities and is not to be used for vacations, out of town trips, etc.



Driver Trainer Job Description

Goals:

Driver Trainer's for All-Star Transportation will promote a positive image of a professional driver for new applicants as well as working with their peers at all times. As a Driver Trainer you will be required to assist new drivers with their skills and report concerns of unsafe driving behaviors to Supervisors to review. Driver Trainers must have proficient skills in communication and work well with others.

Responsibilities:

- Receive instructions from Safety Supervisors and/or Management on assignments.
- Retrain or evaluate assigned drivers.
- Work within training time frames designated by Supervisors.
- Communicate effectively with trainees or peer drivers.
- Work in vehicles, bus yards and/or training sites with trainees.
- Accurately and neatly fill out required training paperwork.
- Train and drive all types of vehicles.
- Assist trainees with Motor Vehicle testing.

Requirements:

- Must be available between morning and afternoon routes for training.
- Must be available for summer hours which could range from 3 to 8 hours per day.
- Must have a least one year safe school bus driving experience.
- Must have a good relationship with Supervisors and peers.
- Must have a good knowledge of Company policies and procedures.
- Must be willing to travel to any All-Star Transportation location to train or any testing site that we are required to test at.



SHOP MANAGER JOB DESCRIPTION

Reports to: Director of Maintenance & Terminal Manager

Responsibilities: Supervise the established maintenance program of all vehicles assigned to a specific facility and ensure that repairs are made following proper procedures by all of the maintenance staff.

- Specialize in the tracking of assigned vehicles using the Company's computerized maintenance program for routine scheduled vehicle maintenance
- Comply with set maintenance schedules for all assigned vehicles and take vehicles out of compliance out of service until maintenance requirements are fulfilled
- Control and maintain parts inventory within Company guidelines
- Assist the State of Connecticut Department of Motor Vehicles with annual inspections and safety standards
- Hire, train and supervise maintenance staff
- Dispatch service vehicles to school transportation vehicles in distress
- Perform other tasks or projects as assigned

Qualifications:

- Excellent customer service and communication skills
- Excellent knowledge of school bus maintenance
- Problem solving skill and ability
- Basic math important, computer skills a plus
- Good knowledge of geographical area very helpful



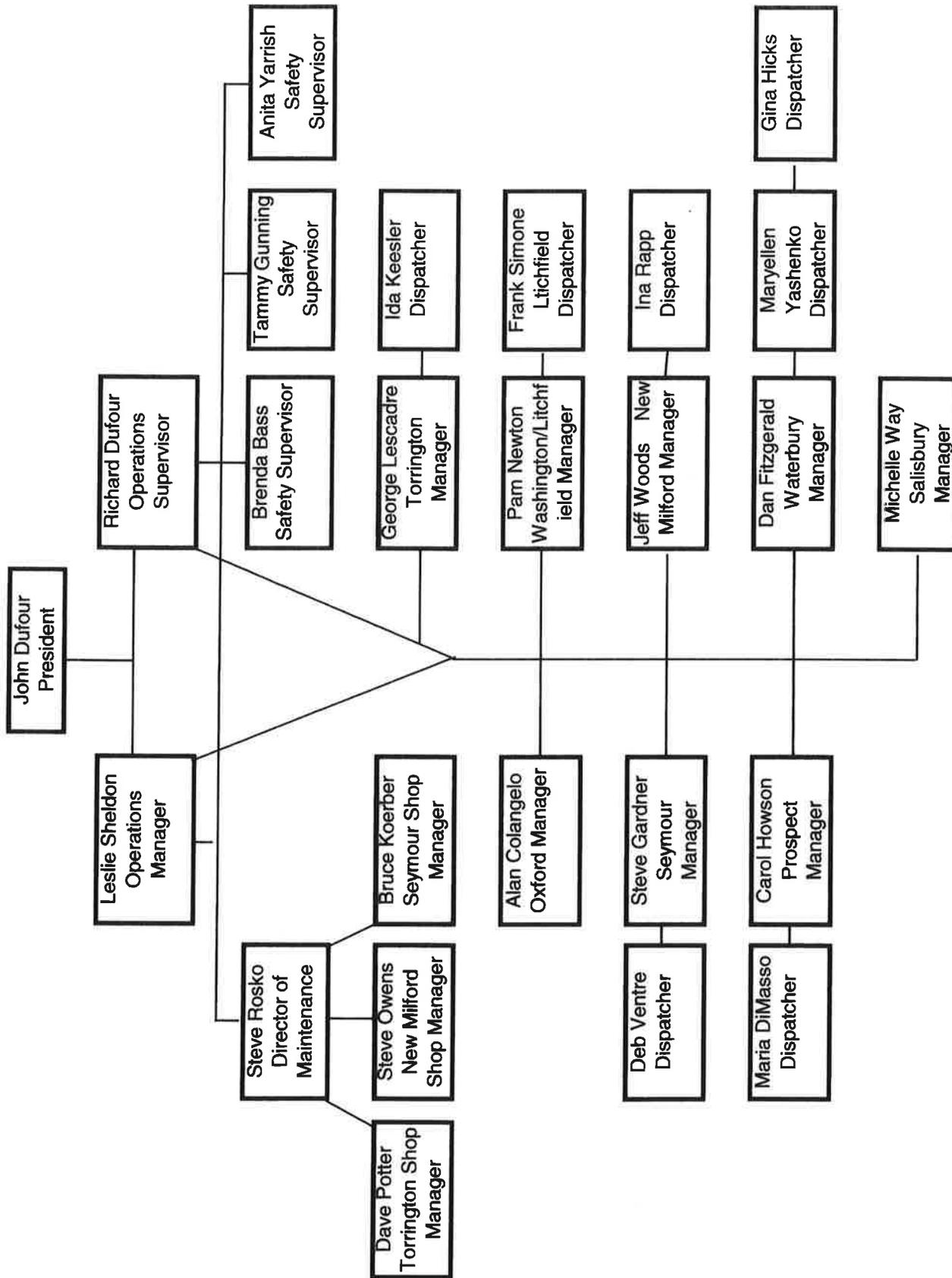
Fueler-Yard Attendant

Purpose: Under direct supervision of the Terminal Manager and Shop Manager, oversee and administer vehicle fueling, fluid checks, minor defect repairs, and other general maintenance functions.

Responsibilities:

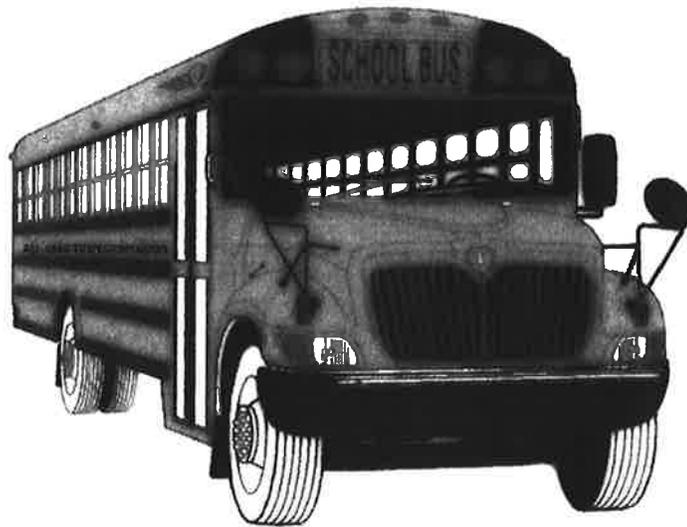
1. Fuel vehicles on a daily basis. Maintain accurate fuel records as required by company policy. Monitor fuel inventory levels. Maintain an environmentally safe workplace.
2. Perform fluid level checks on all assigned vehicles according to schedule established by management. Maintain accurate records as required.
3. Repair minor defects reported by the drivers on driver vehicle inspection report (DVIR). Communicate with manager in regards to defects which require additional attention or repair. Indicate any potential vehicles being taken out of service promptly to Manager.
4. Repair seat and upholstery damage on vehicles to insure vehicle interiors remain in safe condition.
5. Prepare weekly mileage report for Shop Manager.
6. Drive school vehicle to accidents, breakdowns or other emergency situations when necessary. Operate vehicles for other purposes, such as shuttling for maintenance purposes.
7. Assist in the maintenance shop when requested and when time warrants as directed by Manager's.
8. Help to maintain a clean and safe work environment in the building as well as on the company grounds.

All-Star Transportation Organizational Chart



ALL-STAR TRANSPORTATION

COMPANY REFERENCES



**“The NEW Leader of School
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Company References

Torrington Board of Education

355 Migeon Avenue
Torrington, CT 06790
860-489-2327

Regional School District #12

11A School Street
Washington Depot, CT 06794
860-868-6100

Salisbury Board of Education

45 Lincoln City Road
Lakeville, CT 06039
860-824-0855

New Milford Public Schools

50 East Street
New Milford, CT 06776
860-354-8726

Regional School District #10

24 Lyon Road
Burlington, CT 06013
860-673-2538

Regional School District #16

207 New Haven Road
Prospect, CT 06712
203-758-6671

Sherman Public School

2 Route 37 East
Sherman, CT 06784
860-355-3793

Ansonia Public Schools

42 Grove Street
Ansonia, CT 06401
203-736-5095

Cornwall Board of Education

5 Cream Hill Road
West Cornwall, CT 06796
860-672-6617

Mrs. Cheryl Kloczko

Interim Superintendent of Schools
Ms Danielle Batchelder
Director of Business Services

Mr. Bruce Storm

Superintendent of Schools
Mr. Robert Giesen
Director of Finance & Operations

Ms Patricia Chamberlain

Superintendent of Schools
Mr. Sam Herrick
Business Manager

Dr. JeanAnn Paddyfoote

Superintendent of Schools
Mr. Greg Miller
Director of Fiscal Services

Mr. Alan Beitman

Superintendent of Schools
Mr. David Lenihan
Business Manager

Mr. Tim James

Interim Superintendent of Schools
Mr. Hugh Murphy
Business Manager

Mr. Don Fital

Superintendent of Schools
Mr. Mike Pascento
Principal

Mrs. Carol Merlone

Superintendent of Schools
Mr. James Gaskins
Business Manager

Ms Patricia Chamberlain

Superintendent of Schools
Mr. Sam Herrick
Business Manager

Derby Public Schools

35 Fifth Street
Derby, CT 06418
203-736-5027

Seymour Public Schools

98 Bank Street
Seymour, CT 06483
203-888-4564

Litchfield Public Schools

Plumb Hill Road
Litchfield, CT 06759
860-567-7500

Regional School District #6

98 Wamogo Road
Litchfield, CT 06759
860-567-4700

North Canaan School

90 Pease Street
North Canaan, CT 06018
860-824-5149

Lee H Kellogg School

47 Main Street
Canaan, CT 06031
860-824-7791

Sharon Center School

80 Hilltop Road
Sharon, CT 06069
860-364-5153

Kent Center School

9 Judd Lane
Kent, CT 06757
860-364-5154

Oxford Public Schools

1 Great Hill Road
Oxford, CT 06478
203-888-7754

City of Waterbury

203 Grand Street
Waterbury, CT 06702
203-574-8037

Dr. Stephen Tracy

Superintendent of Schools
Mr Art Poole
Interim Business Manager

Ms. Maryann Mascolo

Superintendent of Schools
Mr. Rick Belden
Business Manager

Dr. Debra Wheeler

Superintendent of Schools
Mr. Pat Buccitelli
Business Manager

Mr. Ed Drapp

Interim Superintendent of Schools
Mr. Ed Drapp
Business Manager

Ms Patricia Chamberlain

Superintendent of Schools
Mr. Sam Herrick
Business Manager

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Superintendent of Schools
Mr. Sam Herrick
Business Manager

Dr. John Reed

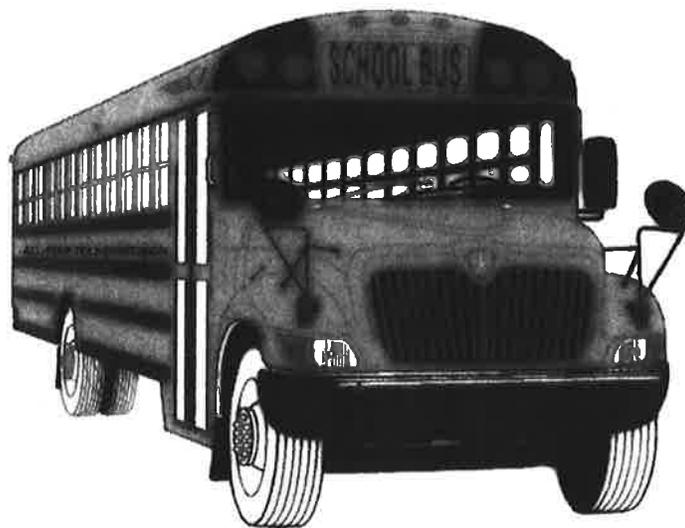
Interim Superintendent of Schools
Mrs. Rosemary Hanson
Director of Business Operations

Dr. Kathleen Ouellette

Superintendent of Schools
Mr. Jeffery Hunter
Transportation Director

ALL-STAR TRANSPORTATION

FLEET VEHICLES & REPLACEMENT



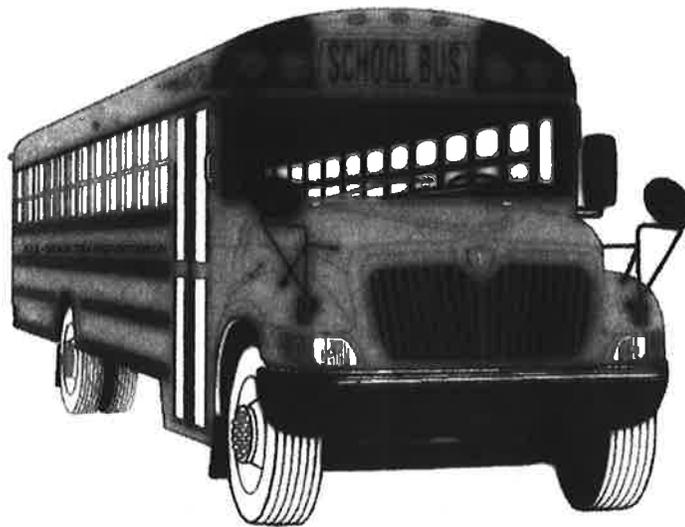
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FLEET REPLACEMENT PROGRAM

All-Star Transportation LLC will put (2) new 2013 model year and (2) 2008 model year vehicles into service for year one (1) of the contract. These units will be Bluebird Vision's. The 2013 model year buses will be equipped with luggage compartments under the bus for storage and they will be equipped with air conditioning for passenger comfort.

ALL-STAR TRANSPORTATION

ADDITIONAL INFORMATION



**“The NEW Leader of School
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Ownership Information

All-Star Transportation LLC is owned by:

John Dufour
Leslie Dufour Sheldon
Richard Dufour

Outstanding Legal Issues

Any outstanding legal issues are covered by insurance.

Property – Bus Housing

A facility located at 31 Peck's Lane in Newtown has been secured for housing of the offices and bus parking.