

TRANSPORTATION AGREEMENT

RAYMOND SCHOOL DISTRICT

AND

STUDENT TRANSPORTATION OF AMERICA

This Transportation Agreement ("Agreement") is made on March 22, 2019 by and between the Raymond School District (hereinafter referred to as the "School District"), and Dail Transportation / Student Transportation of America Transportation, Inc. of 103 Route 107, Epsom, NH (hereinafter referred to as the "Contractor").

CONTRACT TERM

The contract term for student transportation services will be for five (5) school years to commence on July 1, 2019, and terminate on June 30, 2024. The Contractor and the Administrator in Charge of Superintendent Services with the Raymond School Board shall in good faith negotiate the terms of compensation and length of said extension.

GENERAL CONDITIONS

1. The Contractor shall transport all of the School District's students to and from the elementary, middle and high schools, and shall transport high school students to and from morning and afternoon sessions at Seacoast School of Technology utilizing (9) buses. In addition, the Contractor shall transport middle and elementary school students from each school's after-school program; and students to and from the School District for extracurricular activities.
2. The Raymond School District reserves the right to make changes in bus routes, scheduling bus stops, drivers and student pick-up lists when such changes are in the best interest of the Raymond School District. Any such changes must be authorized by the School District.
3. The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the Raymond town limits, the Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for the Contractor to respond quickly to emergencies requiring the immediate dispatch of buses. The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. The Contractor prior to signing the Contract must provide the School District either with evidence of ownership of a transportation terminal or a letter of intent to lease a facility.
4. The Contractor shall not assign or sublet the Contract unless approved in writing by the Raymond School Board and the action is in full compliance with all applicable directives and laws.
5. The School District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the School District if the Contractor does not perform the services specified or comply with the conditions of the Contract by, for example, providing working audio/video units on every bus every day, providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, the Contractor shall pay the

School District \$250.00 for each breach of the Contract relating to non-performance of services or non-compliance with conditions of the Contract. The liquidated damages shall be deducted from the School District's next payment to the Contractor. This provision does not apply to limit the School District's remedies in the event of third party claims which are subject to indemnity and/or additional insured protection.

6. The Contractor shall carry any and all such insurance with a company or companies satisfactory to the School District, which will protect the Contractor, the School District, and the School District's officers, employees, volunteers agents, and representatives, for any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses, compensation, and attorneys' fees including but not limited to any and all claims for personal injury and/or death and property damage including those caused by the negligent, intentional, or wrongful acts of the Contractor which may in any way arise, directly or indirectly from or out of the operations of the Contractor itself, anyone directly or indirectly employed by the Contractor or any other person or company retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of this Contract. The Contractor further agrees that the Raymond School Board, the Raymond School District, the School District's officers and employees, volunteers, agents and representatives, shall be named insureds in any and all such insurance policies required by virtue of this Contract; said School District is entitled to written notice twenty (20) days prior to cancellation of any such policy and said Contractor further agrees to defend, indemnify and save the Raymond School Board, the Raymond School District, and all of the officers, employees, volunteers, agents, and representatives of the School District harmless from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses, and compensation on account of or in any way growing out of any claims referred to above. Certificates of any and all such insurance shall be filed with the School District prior to the effective date of this Contract, and prior to the opening day of each school year covered under this Contract, and such insurances of the type and in the amounts as outlined below.

7. Liability for the Contractor's personnel while in the performance of duty under this contact shall be the responsibility of the Contractor. The School District shall not be held liable for any personnel in the employ of the Contractor. The Contractor shall provide proof of workers' compensation insurance meeting State of New Hampshire limits an providing employers' liability coverage.

8. In the event of a strike or any reason causing the interruption of services or operations, the Raymond School Board has the right, after notification in writing, to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor for each day of service not rendered. These deductions will be based upon 178 operating days.

9. This Contract is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, as aforesaid, that event shall not change the legal effect of any other clause of this Contract. The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service embraced in this Contract. Any suit, action or proceeding with respect to this Agreement will be brought to an appropriate court in Rockingham County and the parties accept the exclusive personal jurisdiction of those Courts for the purpose of any suit, action, or proceeding.

10. The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this Contract at Contractor's expense and provide proof of same to the

School District.

11. The Contractor must be familiar with and abide by applicable Raymond School Board Policies.

ECAF	Audio and Video Surveillance on School Buses.
EEA	Student Transportation Service.
EEAE	School Bus Safety Program.
EEAEA	Mandatory Drug and Alcohol Testing.
EEAEA-R	Drug and Alcohol Testing for School and Commercial Vehicle Drivers.
EEAF	Special Use of School Buses.
JICDA	Student Safety and Violence Prevention.

12. As part of this Contract, the Contractor agrees to transport on all days when the Seacoast School of Technology is in session, all students who attend the Seacoast School of Technology. Said transportation to the Seacoast School of Technology will consist of two round trips per day, taking the students from Raymond High School to the Seacoast School of Technology, waiting- at the school during the session, and returning with those students to Raymond High School at the end of the forenoon, before picking up a second group to be transported from the Raymond High School to the Seacoast School of Technology and returning with those students to Raymond High School in the afternoon of that day. Failure to do so will result in \$250 fine per instance under General Conditions, No. 5. These trips presently are incorporated into the regular daily transportation utilizing nine (9) buses; so long as additional buses or service is not required, there shall be no additional charge for these trips.

Operations

1. The School District is scheduled to operate schools for one hundred seventy-eight (178) days per year. The School District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the School District extend the days of operation beyond one hundred seventy-eight days (178), the Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of services.
2. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.
3. The Contractor agrees to conduct bus evacuations for all students twice per school year. Such drills will be scheduled by the Contractor and be conducted at a time that will not conflict with regular bus route operations. The Contractor will provide all drivers with specific training in bus evacuation procedures.
4. All drivers will be appropriately licensed by the State of New Hampshire to operate vehicles assigned and meet state and federal regulations on any and all appropriate qualifying testing, including drug and alcohol testing as per Raymond Policy EEAEA-R: Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, cost of such to be incurred by the Contractor.
5. The school bus shall be driven at all times by a person who is twenty-one (21) years of age or older,

of good character and approved in advance by the Administrator in Charge of Superintendent Services and the New Hampshire Department of Safety. The school bus driver must be approved annually prior to the opening of school and must provide a medical certificate showing satisfactory physical condition complying with NH RSA 200:37.

6. The Contractor shall report any accident involving student transportation to the Administrator in Charge of Superintendent Services or his/her designee as soon as possible but not later than twenty-four hours from the time of the accident. The Contractor must submit a detailed written report to the Administrator in Charge of Superintendent Services or his/her designee as soon thereafter as possible and not later than three (3) days after the date of such accident

7. The Contractor will provide training to all drivers employed under this Contract in conformance with federal and State Statutes and regulations as part of the Contract and will not seek additional payment therefore. The Contractor must maintain current, accurate records documenting the training of each driver. The Contractor must make these records available for inspection upon request by the School District.

8. The School District reserves the unilateral right to prohibit a driver whom it determines is unsuitable, for any reason, from providing further services under the Contract with the School District. The School District may also unilaterally determine the routes and pick-up points for all students to be transported. The School District agrees to consult with the Contractor prior to prohibiting a driver from providing services under Contract and changing a route/pick-up, and will document that decision to the Contractor in writing.

9. The Contractor shall allow bus monitors to ride on school buses when the School District deems it necessary. Monitors shall be employees of the Contractor. The School District reserves the right for its duly authorized representatives to inspect any and all of the buses and their operations, by riding as passengers on buses provided by the Contractor, or by other reasonable means.

10. The Contractor agrees to seek information for emergency situations on forms supplied by the Contractor and completed by the parents to accompany each student on the vehicles carrying them to assure proper medical attention in the case of an emergency. The School District agrees to cooperate in obtaining this information.

11. The School District and the Contractor and/or the Raymond School Board, in conjunction with each other, agree to establish a standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the Contract, subject to addition or deletion of riders or modification by the School District.

12. The Contractor in agreement with the Administrator in Charge of Superintendent Services or his/her designee will make all decisions relative to the closing of the transportation system for weather related problems, subject to a set of policies to be adopted jointly with the School District.

13. The Contractor will make every attempt to minimize the amount of time students will spend on each vehicle subject to the limitations in Operations, No. 14. However, when increasing student numbers to decrease per student expenses, it is necessary to also increase time spent on the vehicles. The Contractor and School District will meet to determine if and when additional or fewer vehicles will be added at additional costs, or reductions to address this potential problem.

14. The Contractor shall provide a sufficient number of buses such that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.

15. No commercial merchandise shall be carried on any bus route.

16. At the discretion of the School District, the Contractor shall provide one or more 83-person buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity.

The School District will pay the Contractor a separate amount for this transportation as specified in Schedule A. It is to be specifically understood and agreed that the School District is under no obligation to use the buses of the Contractor for field trips or co-curricular trips. The School District, at its sole discretion, may contract with other bus contractors.

17. On any day the number of buses transporting students falls below ninety percent (90%) of the daily contracted fleet, an adjustment would be made by the Contractor from its daily invoicing rate.

Vehicle Requirements

1. The Contractor will provide an adequate number of eighty-three (83) passenger transit style buses, plus an adequate number of spare buses (based on route/pick-up needs). Every bus will be equipped with a working audio/video unit, automatic transmission, and power assisted service door. If the School District so chooses, and notifies the Contractor on or before July 10 of each school year during the life of the Contract, the School District may require the Contractor to add or subtract one or more of the eighty-three (83) passenger buses from the buses stipulated above for that school year. The cost for adding or subtracting each bus shall be added or subtracted from the prices stipulated in this Contract.

Audio/video tapes will be made available to School District within 24 hours of request. If an audio/video tape is not provided, Contractor shall pay School District \$250 for each instance per General Conditions, No. 5.

2. At no time during the Contract will a vehicle be more than ten (10) years old. Vans shall not be used in lieu of buses.

3. The Contractor agrees to provide back-up vehicles in case of emergency breakdowns which have a manufacturer date no earlier than 10 years old at any time.

4. The Contractor will provide at its sole expense all supplies required under the Contract including diesel, gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. The Contractor will provide these materials to meet individual safety and transportation needs of students as required by the School District.

5. The Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle.

6. The Contractor must inspect all buses daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by the Contractor, and made available to the School District on demand.

7. The Contractor shall maintain a regular schedule for servicing all vehicles which shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of maintenance activities shall be maintained by the Contractor, and made available to the School District on demand. The Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of the Contractor.

8. Snow tires or all-weather treads shall be required on all buses during the winter months (October- April).

9. No bus shall transport students in excess of its rated capacity, as set forth by state and federal laws and regulations.

10. When traveling on school grounds, bus drivers shall follow the traffic patterns established by the School District.

11. The Contractor will install a system of communication (non-CB 2-way Radio) with sufficient capacity for communication between each bus and the Contractor's dispatch terminal in each vehicle to assist with efficient and safe operation of the vehicles. The Contractor will monitor radio transmission through a dispatch base during the normal business hours.

12. All buses under Contract for daily transportation of students must bear "Raymond School District" on both sides and shall be used solely for transporting assigned students during the entire year.

Driver and Monitor Requirements

1. All bus drivers are to have a commercial driver's license with a school bus endorsement, as required by state and federal laws and regulations.

2. All bus drivers shall meet minimum age requirements consistent with state and federal laws and regulations but must be 21 years of age or older.

3. The Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal laws and regulations and Raymond School Board Policy. The Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the employee beginning employment, but the Contractor may employ the operator on a provisional basis until the results of the criminal record check are received from the State of New Hampshire. The School District has the unilateral right to require the Contractor to remove any bus driver, monitor and/or other employee.

4. Bus drivers and monitors may not use any tobacco products while on the bus or while on School District property.
5. Bus drivers are to submit certificates of physical examination or physical condition as required in RSA 200:37.
6. The Contractor shall be required to maintain and furnish the following information on each driver to the School District on request:
 - a. Name of driver
 - b. Residence address c. Telephone number
 - d. Certificate of physical examination
 - e. Record of previous driving experience
 - f. Date and number of current commercial driver's license/school bus certificate. g. Bus and route assignments
 - h. Evidence of satisfactory reference
 - i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a
7. All bus drivers and monitors will enforce reasonable rules of behavior as required by the School District and the Contractor. Operators shall report in writing to the School District, on a form provided by the School District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
8. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the School District.
9. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
10. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
11. A driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.

Contract Terms

1. The base contract year is the school year calendar for 178 days. Summer transport will be quoted separately.
2. In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the Raymond School District may terminate this Contract by written notice within thirty (30) days of adoption of the School District budget for the fiscal year in question, and the Contract shall be terminated effective immediately.
3. The Contractor agrees to pay all taxes and fees incurred in the registration of

the vehicles and to maintain the registration of the vehicles for the duration of the Contract.

4. The annual contract sum set forth on Schedule A shall be paid by the School District in ten equal monthly installments commencing on September 1 and then payable on the first of each month thereafter through June. Payments for additional trips and added days shall be submitted by the Contractor on a monthly basis and paid by the School District within thirty days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year.

5. The Contractor will maintain workers compensation insurance for all employees engaged in the performance of the terms of this Contract meeting State of New Hampshire workers' compensation limits and providing employer's liability coverage. Prior to the commencement of the Contract, the Contractor shall provide the School District with proof of same.

6. The Contract may be terminated by the School District for unsatisfactory performance. In such case the School District shall give written notice to the Contractor citing the unsatisfactory performance, giving the Contractor ten (10) school days to improve its performance to the satisfaction of the School District. If the performance of the Contractor does not improve to the satisfaction of the School District, the School District may immediately terminate the Contract with the Contractor.

7. In the event of a contractual termination the School District reserves the following option: The School District may employ another carrier to complete the terms of this Contract. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the School District. Under this option the Contractor will be required to indemnify the School District for any loss the School District sustains arising out of lack of performance of this Contract by the Contractor.

8. The School District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default, or in the event the Contractor forecloses for any reasons, the School District shall have the right to exercise the option as set forth above, Contract Terms, No.7.

9. The School District shall have the right to terminate the Contract on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of School District pupils unnecessary.

10. Any termination of the Contract by the School District shall be without cost or penalty to the School District. The School District shall be liable to the Contractor only for the amounts due the Contractor as of the date of termination.

11. The Contractor shall not have the right to assign the Contract to any other person, firm or corporation without School District approval.

12. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees to defend, hold harmless, and indemnify the Raymond School District, its officers, agents and employees, volunteers, and representatives from and against all claims, damages, judgments, liabilities, losses, costs or injuries or

expenses including attorney's fees to any person or firm or any other damages arising directly or indirectly out of the actions of the Contractor, its officers, agents, employees, volunteers and representatives in fulfilling the terms of its contract with the School District including those caused by the negligent, intentional, or wrongful acts or omissions of the Contractor or any one person or company directly or indirectly employed by the Contractor or retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of the Contract.

13. The Contract documents shall consist of:

- "Request for Proposals -School Bus Transportation Services"
- All documents submitted by the Contractor in satisfying the request for proposals
- Signed contractual agreement executed in a form approved by the Raymond School Board
- Schedule A
- Raymond School Board Policies:
 - ECAF - Audio Video Surveillance on School Buses
 - EEA - Student Transportation Services
 - EEAE - School Bus Safety Program
 - EEAEA -Mandatory Drug and Alcohol Testing
 - EEAEA-R- Drug and Alcohol Testing for School Bus & Commercial Vehicle Drivers
 - EEAF -Special Use of School Buses
 - IICDA - Student Safety and Violence Protection

14. The Contractor is an independent contractor. No employee of the Contractor shall be considered to be an employee of the School District. The Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all of its officers, employees, volunteers, agents and representatives.

15. The insurance and indemnification obligations shall survive termination of this Contract.

RAYMOND SCHOOL DISTRICT

SCHOOL TRANSPORTATION BID FORM

(This form becomes "Schedule A" upon signature of a contract)

The undersigned agrees to furnish student transportation as described in the specifications of the Raymond School District Request for Proposals, due December 19, 2018, at the following costs:

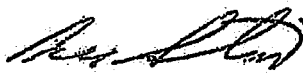
	Year One 2019-20	Year Two 2020-21	Year Three 2021-22	Year Four 2022-23	Year Five 2023-24
Total cost for providing daily transportation services for nine (9) District buses	<u>512,131</u>	<u>535,176</u>	<u>559,259</u>	<u>576,037</u>	<u>593,318</u>
Cost for extra-curricular and/or athletic trips					
a. Cost per mile	<u>2.45</u>	<u>2.50</u>	<u>2.50</u>	<u>2.55</u>	<u>2.55</u>
b. Cost per hour	<u>28.25</u>	<u>29.00</u>	<u>29.75</u>	<u>30.50</u>	<u>31.25</u>
Cost for Kindergarten and After-School Programs					
a. Cost per trip	<u>79.00</u>	<u>81.50</u>	<u>84.00</u>	<u>86.50</u>	<u>89.00</u>

CONTRACTOR: Dail Transportation, Inc - Student Transportation of New Hampshire

103 Route 107

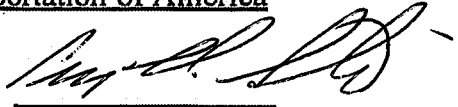
Epsom, NH 03234

AUTHORIZED SIGNATURE:



Gregg Stinson

Student Transportation of America

Agreed to By: 

Name/Title: Gregg Stinson
V.P Operations -NNE
Student Transportation of America

Date:

Raymond School District

Agreed to By: Margie Whitmore

Name/Title: Margie Whitmore, Business Administrator
Administrator in Charge of Superintendent Services Raymond School
District

Date: 3/20/19