

Nottingham School District
Contract for Student Transportation Services
Regular Education

Section I: General Conditions

1. The BOARD agrees to and does employ Dail Transportation/STA Inc. as a transporter of School children for a period of three (3) years commencing July 1, 2018 through June 30, 2021.
2. This contract shall apply to regular student transportation routes and chartered transportation only, and is not intended to address specialized transportation for severely handicapped students, except as they may be transported, with reasonable accommodations, with non-handicapped pupils.
3. The school year shall consist of a minimum of one hundred and eighty (180) days.

A route shall be comprised of two (2) runs daily, consisting of one morning elementary school and one evening elementary school run per route. Each run may include multiple student loads. Starting times for all routes shall be at the discretion of the Superintendent of Schools, or his/her designee. Mid-day and kindergarten routes are available at the option of the BOARD.
5. The current starting and ending times of the schools are as follows:

Nottingham School	Start Time: 8:10 am
	End Time: 2:30 pm
Dover High School	Start Time: 7:25 am
	End Time: 2:15 pm
Coe Brown Northwood Academy	Start Time: 7:40 am
	End Time: 2:34 pm
6. This contract shall apply for the use of twelve (12) school buses. There shall be eight (8) routes for the elementary, two (2) routes for Dover High School and two (2) routes for Coe-Brown. If the Carrier is unable to provide the number of buses requested, the District would receive a credit for the full amount for each bus not provided.
7. The Nottingham School District shall pay the successful Carrier on a monthly basis, with a total of 12 equal payments. Carrier shall submit monthly invoices for services provided, with the first payment being in the month of August.
8. The Nottingham School District's school year is 180 days. The Superintendent of Schools reserves the right to cancel scheduled days because of weather or other emergencies. If the Carrier transports students, for any reason, for more or less than 180 days, the contract price will be adjusted at the contracted unit price.
9. The Carrier will provide a transportation manager or supervisor who shall be responsible for all matters relating to the administration of pupil transportation services, special arrangement and contract administration. This shall include but not be limited to the availability of all buses and

equipment; all matters of vehicle maintenance and inspection, hiring, training and supervision of bus operation, scheduling, driver training, motor vehicle record checks, and ongoing driver certification (including mandatory drug testing and criminal history records checks as required by RSA 189:13-a), bus evacuation drills, parent and community related student safety, student bus behavior, and assistance to the District on pupil transportation projects and budgeting. It is required that this person be available on a daily basis.

10. The School Board may promulgate policies dealing with student welfare, conduct, etc. The Carrier must comply with all such policies. Carrier must comply with current School Board policies, which are enclosed with these specifications. The Carrier will administer student discipline in accordance with School District Policy.
11. The Carrier will transport only students for the term of the contract. Bus drivers shall not be permitted to carry any person, other than students assigned to the bus, or a school officer, teacher or chaperone while transporting students with the exception of Carrier employees, such as supervisors or driver trainees, and bus monitors. No exceptions will be permitted unless special permission has been obtained from the Carrier.
12. The Carrier agrees to be in full compliance at all times with all laws, rules, and regulations of the United States, State of New Hampshire, local authorities and the Nottingham School District, including insurance requirements, and shall carry all such insurance. The said insurance will protect the Districts, its officers and employees, from any claims and demands, actions, and causes of actions, damages, and costs, loss of service, expenses and compensation.
13. During the term Carrier shall maintain general liability coverage in an amount not less than \$3,000,000, and commercial vehicle liability coverage for bodily injury and property damage in the amount not less than \$5,000,000 combined single occurrence limit; and workers' compensation coverage as required by federal and state statute. Certificates of insurance naming Nottingham School District and SAU 44 as additionally insured entities must be filed with the SAU 44 Superintendent of Schools within 2 weeks of the award for services. The Insurance Certificate shall provide that no less than thirty (30) days prior written notice of insurance cancellation or material change in coverage shall be afforded to Nottingham School District.
14. The Carrier shall defend, hold harmless, and indemnify to the maximum extent provided by law, Nottingham School District, the Nottingham School Board, their officers, agents, employees from and against any and all claims, suits or demands for injuries or damages of any kind to any person or firm, in anyway arising out of the performance of the contract. whether, such operations be performed by the Carrier itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of this contract and regardless of whether the instrumentality causing such personal injury, death, property damage, or other loss is owned in whole or in part by the Carrier.
15. The Carrier agrees to agree to maintain and pay for all Unemployment and Workers' Compensation insurance as may be required by both Federal and State of New Hampshire laws on all his/her employees engaged in the performance of the terms of the contract. Copies of said insurance policies shall be filed with the Board prior to inception of services under this contract Agreement.

16. A performance bond in the total estimated amount of the annual contract will be required. The Carrier shall procure and maintain in force a performance bond from an insurance company conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred percent of the contract. The Nottingham School District will not pay for the bond.

17. The Nottingham School Board reserves the right, at any time during the term of this contract, to terminate the contract when in the School District's judgment, students are not properly transported, the Carrier has not properly supervised students, the Carrier breaches the contract, or the School District deems the Carrier's performance unsatisfactory. The Nottingham School District shall have the right to declare the Carrier in default if (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Carrier; or (d) the Carrier is unable to provide evidence of required insurance coverage as set forth below. If the Carrier is declared in default for any reason, the Nottingham School District shall have the right to terminate the contract. In the event of a contractual termination, the Nottingham School District reserves the right to employ another carrier to complete the term of this Agreement. The original Carrier shall be responsible for any extra or additional expense or damages suffered by the Nottingham School District. In that event, the Carrier will be required to indemnify the Nottingham School District for any loss that may be sustained. The termination of the contract by the District will be without cost or penalty to the District. The District shall only be liable to pay the Carrier for the amounts due to the Carrier as of the date of the breach.

Section II: Routes and Schedules

1. The Carrier shall provide sufficient vehicles and drivers to maintain pupil transportation times compatible with existing schedules. The Principal at Dover High School and the Principal of Nottingham School must be notified whenever buses are running late. In the event that the school starting and ending times are changed by Dover High School and/or Nottingham School during the term of the Contract, the Carrier shall make the necessary adjustments to comply with the changed times.
 - a. The Carrier is responsible for establishing routes and bus stops using relevant School Board policies.
 - b. The initial route schedule and stops shall be submitted to the Superintendent of Schools or his/her designee for review by July 15, 2018.

2. Route adjustments: The Carrier shall be flexible in adjusting routes to meet changing factors. The Carrier shall also be flexible in extending routes to accommodate new residential developments or to serve pupils moving into areas where pupils initially did not live. The Carrier shall not receive any increased payment because of an increase in the number of pupils transported or general change in route.

3. Routes are to be planned so that students do not arrive at school more than ten minutes prior to opening, wait at the close of school more than ten minutes, and that the ideal K-8 route should be no more than 45 minutes.

4. The Carrier will maintain routes and time schedules as set and will give prompt notice if any difficulty develops. Changes in routes or time schedules shall be made only after prior notification to the Superintendent of Schools or his/her designee. The Carrier is responsible for communicating route schedules to families and pupils. Whenever a route change occurs, the Carrier is responsible for notifying families and pupils either through direct communication or through the school.
5. Student ridership counts for the High School Routes shall be maintained monthly while K-8 ridership will be provided quarterly.
6. The Carrier shall conduct training sessions for pupils in such areas as safety, conduct, good riding habits, emergency procedures, bullying, etc. Classroom space and time will be made available.
7. The Carrier will meet at least semi-annually with the District for the purpose of reviewing any concerns by either party regarding student conduct, discipline or operations. Other meetings may be scheduled as needed.

Section III: Buses

1. The Carrier must provide sufficient buses to comply with all proposals and alternatives.
2. All vehicles provided by the successful Carrier must comply in every respect with all local, New Hampshire State and federal laws, regulations, and ordinances applicable to the transportation of pupils.
3. The Carrier will provide spare buses in the event of a failure of one of the buses. Spare buses must be available within 20 minutes of a breakdown.
4. Standees are not permitted.
5. The Carrier agrees that buses will not operate above rated capacity.
6. Description of vehicles to be used for the performance of this contract is detailed in 'Schedule B'.
7. All vehicles shall be equipped with a digital camera for surveillance and monitoring student behavior.
8. All regular route buses must have "Nottingham School District" written on the sides along with a route number. They must be at least five inches (5") in height on each side of the bus near the front (immediately behind the main door on the right side of the bus). The numbers must all appear on the front of the bus next to the School Bus sign and on the rear of the bus between the brake lights and the registration plate. Buses used for field trips, under emergency repairs or replacements will not be required to have "Nottingham School District" signs.
9. At any time during the term of this contract, if additional buses or fewer buses are required, the Carrier will provide or delete buses at the existing contract rate. The School Board reserves the right to increase or decrease the number of buses upon written notice to the Carrier. The Carrier must comply within two (2) weeks after receipt of written notification. An adjustment in the contract price shall be made for any increase or decrease in the number of buses.

10. All buses shall be equipped with two-way radio communication equipment having sufficient capacity for communication between each bus and the Carrier's dispatch terminal.
11. All buses must be cleaned and inspected daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, and heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by the Carrier, and made available to SAU 44 and the Nottingham School District upon request. The SAU and the District reserves the right, at the sole cost of the Carrier, to require inspection and certification of the condition of the buses at any time by the Division of Motor Vehicles of the New Hampshire Department of Safety.
12. A vehicle not passing the daily pre and post trip inspection shall not be utilized to transport students until it will pass the daily inspection. A pass will be deemed to mean that all inspected items are in good working order.
13. Regular Service Interval. A regular schedule for servicing all vehicles consistent with manufacturer's recommendations and fleet maintenance standards shall be maintained and shall include, but not be limited to oil, grease, tires, battery, brakes, lights, all equipment related to wheelchair accessibility, and all safety appliances, monitors, and accessories. Records of maintenance activities shall be maintained by the Carrier, and made available to SAU 44 and the District upon request.
14. Bus Cleanliness. The buses shall be cleaned each day, and through the day as required, to help ensure a healthy and safe environment for the passengers.

Section IV Drivers:

1. There will be no tobacco use by driver while transporting children to and from school or during any other student transportation activity.
2. The Carrier will furnish to the School Board a list of all drivers by July 15 of each year of the contract. All drivers are subject to a criminal record check in accordance with RSA 189:13-a.
3. All drivers must be properly licensed to drive the vehicles to which they are assigned, and will be in good physical condition at all times during which they are engaged in driving duties. The successful Carrier will conduct mandatory drug and alcohol testing and that it will furnish copies of the results to the Superintendent of Schools on request. The successful Carrier agrees that all regular and substitute drivers employed by them will be 21 years of age or older. All drivers and other employees utilized in providing services to the Nottingham School District shall be paid by the Carrier.
4. No other employee utilized by the Carrier shall be considered an employee of the Nottingham School District, and the Carrier alone shall be responsible for the acts, omissions, conduct, and control of any personnel in its employ.

5. Drivers will not leave the bus unattended when children are in a bus. In an emergency the safety of the children is the first priority.
6. All drivers are subject to School Board approval. The School Board may withdraw its approval of any driver who does not meet the standards of good moral character and is not a good example for children. The Carrier shall provide the Nottingham School District prior to July 15 of each year of the contract with the names of the Drivers, substitutes and alternates. The Carrier shall remove any driver if requested by the School District at its sole discretion. If the Carrier knows or should have known that any driver assigned by the Carrier to drive a District bus is charged and/or convicted of any traffic violation or other crime, the Carrier shall notify the School Board in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver, date of violation or crime, and nature of violation or crime.
7. Pupils are not allowed to leave any school bus except at their regularly designated stops unless there is a specific approval by the Superintendent of Schools or his/her designee.
8. The speed and method of operation of buses shall insure a high degree of student safety.
9. Drivers may be requested to enforce a bus pass system. The system will be developed in conjunction with the successful Carrier.
10. When picking up or dropping off students at respective schools only approved pick up and drop off points will be used by the Carrier.
11. The School Board may establish policies/codes of conduct for students riding buses, and school bus drivers will be required to enforce those policies/codes of conduct.

12. Requirements

- a. All bus drivers shall be of good health, reputable character, and exhibit an ability to work cooperatively with students, student families, SAU 44, the District and members of the public.
- b. All bus drivers will enforce those rules of behavior required by the District and the Carrier. Operators or the Carrier's designee shall report in writing to SAU 44 and District, on a form provided by the Carrier, the names and offenses of students who fail to abide by the expected rules of behavior while on the bus.
- c. No driver will allow children to leave the bus except at scheduled stops unless authorized by the District.
- d. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
- e. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
- f. 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.

- g. Drivers shall not be permitted to carry any person, other than students assigned to the bus, or a school officer, teacher or chaperone while transporting students without the express consent of the Carrier with exception of Carrier employees such as supervisors or driver trainees, and bus monitors.
- h. Drivers shall not permit any person other than authorized law enforcement and emergency personnel (or those identified above) to step aboard the bus while students are present in the vehicle.

13. Bus drivers may not use any tobacco products or electronic cigarettes while transporting students, while alone on the bus or while on SAU 44 or District property.

14. Use of Mobile Electronic Devices is prohibited while driving per RSA 265:79-c.

15. The Carrier must make a verbal report to the Superintendent or his/her designee no later than an hour after the end of the route in which the incident occurred and a detailed written report to the Superintendent or his/her designee within twenty-four (24) hours of any accident involving a school bus operating for the District, or of any disturbance, irregularity or injury arising out of the conduct of any passenger. Any complaints of issues will be investigated by the Carrier and communicated to the School Department as required. All issues will be documented at the Carriers office and provided to the District upon request.

Section V: Adjustments

-During the term of the contract there may be situations-when adjustments may need to be made to the existing contract. Examples: Extracurricular change, change in program, population shift, redistricting, financial conditions, late runs, activity bus, etc. It is agreed that the district may delete, add or change portions of the transportation system if financial conditions warrant the change. Any major changes to the route structure will be subject to mutual financial negotiation of both the District and Carrier.

 Agreed to By: *[Signature]*

Nottingham School District
 Agreed to By: *[Signature]*

Name/Title: *Gress Stinson*
V.P. Operations - NE

Name/Title *Roslyn K. Chavda / Chair*
Nottingham School Board

Date: _____
 Date: *3/21/18*

Schedule 'A'

REGULAR STUDENT TRANSPORTATION TO NOTTINGHAM SCHOOL
AND DOVER HIGH SCHOOL and COE-BROWN NORTHWOOD ACADEMY
ITB - NOTTINGHAM 01-18

(This form becomes Schedule A upon signature of contract)

Supplemental pricing schedule utilizing fleet schedule included in bid

- 77 passenger capacity vehicles
- Pricing is per bus per day unless otherwise noted

	# of Routes		2018-19	2019-20	2020-21
Nottingham AM/PM Elementary Only	8		\$ 292.50	\$ 302.74	\$ 313.33
Nottingham Dover High School Only	2		\$ 362.50	\$ 375.19	\$ 388.32
Nottingham Coe Brown High School	2		\$ 292.50	\$ 302.74	\$ 313.33

Extra-curricular trips

Per Hour (wait time only)			\$ 27.50	\$ 28.45	\$ 29.45
Per Mile			\$ 2.40	\$ 2.48	\$ 2.57
Trip Minimum			\$ 90.00	\$ 90.00	\$ 90.00

Date: November 15, 2017

Name of Company: Dail Transportation

Address: 103 Route 107 PO Box 428

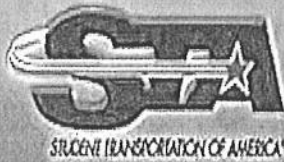
Town: Epsom State: New Hampshire Zip Code: 03234

Authorized Company Representative (Print Name) Gregg Stinson

Signature 

Schedule 'B'

Nottingham Fleet



Nottingham ~ Diesel Fleet Description

As outlined in our cover letter, our Proposal includes utilizing our existing fleet of newer model clean diesel technology fleet. All vehicles are equipped with crossing arms, devices to assist in identifying sleeping children, digital camera systems and 2-way radios.

SUMMARY

<u>CAPACITY</u>	<u>YEAR</u>	<u>MAKE / MODEL</u>	<u>DESIGNATION /QTY.</u>
77 passenger	2012	Conventional / Diesel	Route / 5
77 passenger	2015	Conventional / Diesel	Route / 3
77 passenger	2016	Conventional / Diesel	Route / 2
77 passenger	2017	Conventional / Diesel	Route / 2

- Dedicated Spare Vehicles to support HTS / Extracurricular Activities