

**NEWFOUND AREA SCHOOL DISTRICT
 School Administrative Unit #4
 20 North Main Street
 Bristol, NH 03222**

ARTICLES OF AGREEMENT, made this 29nd day of September between Provider Enterprises, Inc., with a principal place of business in Manchester, NH, hereinafter called the Carrier and the Newfound Area School District and School Administrative Unit #4, acting through the School District, hereinafter called the District.

1. Term:

The School District, duly authorized by the School Board, does hereby agree to utilize the Carrier as a transporter of daily home-to-school and school-to-home bus transportation, busing for school field trips, and transportation for athletics and extracurricular activities. The initial term of the contract for services will be five (5) years, commencing with the opening of the 2015-2016 school year on July 1, 2015. The contract may be extended for up to five years through negotiation of mutually agreeable terms and conditions.

2. Number of buses:

The Carrier will supply a minimum of three (3) wheelchair accessible, fourteen (14) passenger vehicles during the 2015-2016 school year. These vehicles will be required for both in district and out of district specialized transportation. It is expected that the vehicles used for out of district transportation, will return for in district service during the regularly scheduled day. The District reserves the right to increase or decrease the minimum number of buses according to student population and route planning efficiencies. Adding or decreasing buses required by the District during the term of this agreement will require thirty (30) days written notice to the Carrier. Payment for the buses shall be in accordance with the schedule listed below, for the number of buses actually provided by the Carrier.

3a. Special Education schedule of bus rates:

The Carrier will provide transportation for regular education students and shall be paid as follows:

2015-2016 SCHOOL YEAR (180 Days)

<u>DAILY RATE</u>	<u>#OF VEHICLES</u>	<u>TYPE</u>	<u>COST FOR VEHICLE</u>	<u>TOTAL</u>
\$275.00	4	14 Passenger	\$49,500	\$198,500

2016-2017 SCHOOL YEAR (180 Days)

<u>DAILY RATE</u>	<u>#OF VEHICLES</u>	<u>TYPE</u>	<u>COST FOR VEHICLE</u>	<u>TOTAL</u>
\$280.00	4	14 Passenger	\$50,400	\$201,600
		TBD by August10 each year		

2017-2018 SCHOOL YEAR (180 Days)

<u>DAILY RATE</u>	<u>#OF VEHICLES</u>	<u>TYPE</u>	<u>COST FOR VEHICLE</u>	<u>TOTAL</u>
\$285.00	4	14 Passenger	\$51,300	\$205,200
		TBD by August10 each year		

2018-2019 SCHOOL YEAR (180 Days)

<u>DAILY RATE</u>	<u>#OF VEHICLES</u>	<u>TYPE</u>	<u>COST FOR VEHICLE</u>	<u>TOTAL</u>
\$290.00	4	14 Passenger	\$52,200	\$208,800
		TBD by August10 each year		

2019-2020 SCHOOL YEAR (180 Days)

<u>DAILY RATE</u>	<u>#OF VEHICLES</u>	<u>TYPE</u>	<u>COST FOR VEHICLE</u>	<u>TOTAL</u>
\$295.00	4	14 Passenger	\$53,100	\$212,400
		TBD by August10 each year		

Other Costs - per hour rate over 7 hours:

2015-2016 Year	\$22.00 per hour
2016-2017 Year	\$22.50 per hour
2017-2018 Year	\$23.00 per hour
2018-2019 Year	\$23.50 per hour
2019-2020 Year	\$24.00 per hour

3b. Ride Sharing:

The Carrier agrees to utilize the networked bus concept whenever possible to reduce the total number of buses and total cost. The Carrier will work to network bus schedules and routes with other Districts when a partial bus route or schedule is deemed necessary to meet the School Districts' needs. Savings realized as a result of networking will be identified and be passed on to the District in the form of a reduced Daily Rate. The Districts reserve the right to accept or reject ride shares deemed to be in the best interest of the Districts. Under this agreement, the District shall pay a reduced daily rate in an amount proportionate to the number of District students riding on the vehicle. Each non-district student riding on the bus will pay a proportionate share of the total vehicle per day cost.

3c. Special Education Out-of-District:

The District will provide the Carrier the right of first refusal in pricing/providing out-of-district transportation services for special needs children, either from the district to an out-of-district educational placement or from an out-of-district placement to a district school or to a student's home.

3d. Special Education Job Site Transportation:

The Carrier agrees to provide daily transportation of students to and from worksites in Lakes Region Area communities for vocational assignments.

Carrier Requirements

1. School Year:

The District is scheduled to operate schools one hundred eighty (180) days per year. The SAU reserves the right to cancel scheduled school days, open school on a delayed basis or to close school early with minimal notice because of weather or other emergencies. Should the SAU extend the days of operation beyond one hundred eighty (180), the Carrier shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate for services.

The school year for purposes of the contract will extend from the first day of school in August or September of each year until the day before the start of the subsequent school year. Services provided to the District during the extended year period (summer months) will be at the current school year's rate as needed.

2. Exceptions to Schedule:

All buses and drivers must be available at the school or where pickups would otherwise occur that day on one (1) hour's notice for early closing of one or more schools due to weather or other emergency. A minimum of one half day's (1/2) day's notice will be provided in the event of cancellation or closing for other school activities.

3. Terminal:

The Carrier shall maintain and operate a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers provided under this contract. The maintenance facility shall comply with all local, state and federal regulations. The Carrier shall have a pre-planned arrangement to provide for a replacement bus within 60 minutes of notice of an in-district bus becoming disabled. Spare buses shall be available on site to support this requirement.

4. **Terminal Staffing:**

The Carrier shall have a qualified manager, a separate dispatcher, and a qualified mechanic who all work full-time at the terminal. None of these may be a regularly scheduled driver. This terminal must be opened and operated by either the manager or dispatcher at least from 6:00AM to the return of the day's last bus. The Carrier will designate one person for 24/7 contact by cell phone in case of emergency. The Carrier shall provide the Districts with current contact information, including cell phone, for the designated individual. The District will provide contact information for those individuals that are to be contacted for after-hours emergencies.

5. **Technology Support:**

The Carrier shall provide its maintenance and dispatch terminal with the technology infrastructure necessary to communicate with the SAU, and with individual schools, and to produce and maintain electronic route planning and GPS tracking of District buses, etc. This support shall include Internet access, email, and contemporary business automation.

6. **Coordination of Transportation:**

The District reserves the right to collaborate with the Carrier in the daily delivery of both Regular and Special Education Transportation services. Utilization of electronic route planning software and GPS tracking software is a requirement of any resultant contract. The District may work jointly with the Carrier to determine the most efficient daily bus routes, times, and bus stops in accordance with applicable state and local codes, regulations and ordinances. The District reserves the right to appoint a Transportation Coordinator who will regularly consult with the Carrier in order to determine the most efficient delivery of transportation services, review and approve Carrier billing and to serve as a liaison with the Carrier.

The District reserves the right to make changes in bus routes, scheduling, bus stops, and student pick-up lists when such changes are in the best interest of the school district and its students; the District will allow rate adjustments to the contract if these changes have a material financial effect on the Carrier.

7. **Evacuation Drills:**

The Carrier agrees to conduct bus evacuation drills for all students twice per school year or as otherwise required by law. Such drills shall be scheduled with each individual school and be conducted at times which will not conflict with regular route operations and in a location to be designated by the respective districts. The Carrier shall provide all drivers with specific training in bus evacuation procedures.

8. **Reporting Requirements:**

The Carrier agrees to provide the District with information or reports regarding District bus operations within ten (10) days of request. This may include, but not be limited to, information or reports on vehicle identification and maintenance, driver training, safety inspection, student safety, student discipline, parent communications and follow-up, accident reports, traffic or police reports, routes, rider counts, Medicaid requirements, or other related matters the District deems necessary to monitor bus operations.

The Carrier agrees to make an oral report immediately, and a detailed written report to the Superintendent or to his/her designee within 24 hours of any accident involving a school bus operating for the District, or any disturbance, irregularity or injury arising out of the conduct of any passenger or passengers.

The Carrier will schedule and conduct Program status reviews with the District which will address business and operational issues and any other matter which may require a joint resolution. The Program status review meetings will be conducted by the Carrier's senior management at least four times per school year.

9. **Drivers and Alternates:**

The District reserves the right to reject any Driver or Alternate hired by the Carrier. Moreover, Drivers and Alternates must be approved by the New Hampshire Department of Safety. All drivers must comply with the New Hampshire Department of Safety's rules and regulations, all costs of doing so being the responsibility of the carrier only. This includes undergoing a physical examination in accordance with said rules and regulations. In addition, all drivers shall maintain school bus driver certification under State of New Hampshire's statutes and regulations, as well as comply with all federal laws and regulations including applicable CDL requirements. The Carrier shall verify in writing that each driver and alternate has been cleared through a criminal history record check. Liability for the Carrier's personnel shall at all times be the responsibility of the Carrier. Driver records and credentials shall be available for inspection upon request by the District.

10. **Driver Training:**

The Carrier shall provide quality training in school bus driving, student management and safety for each of its drivers in accordance with state and federal regulations. The Carrier must maintain current, accurate records documenting the training and required credentialing of each driver, including substitute drivers. Driver records and credentials shall be available for inspection upon request by the District.

11. Rights Reserved:

The District reserves the right in its sole determination and discretion to prohibit a driver it deems to be unsuitable, for any reason, from providing further services under contract with the SAU. The District agrees to consult with the Carrier prior to prohibiting a driver from providing services under contract, and will document that decision to the Carrier in writing.

12. Other Carriers:

The District reserves the right to contract for transportation services with other carriers in specific instances when there may be unique circumstances in providing transportation for students, when a lack of available buses or drivers limits the ability of the Carrier to meet District requirements or requests for field trips/athletic events, or when a coach bus is requested for a specific trip.

Fleet (Bus) Requirements

1. Fleet Needs:

The District will work with the Carrier to determine no later than August 10th of each year any increase or decrease in the number of buses which the Carrier must provide at the opening of the ensuing school year. With thirty (30) days written notice, the District may increase or decrease the number of buses required for a school year after the commencement of that year. Charges for increases or decreases in the number of buses under contract will be adjusted based on the cost-per-day-per-bus in effect at that time.

2. Replacement Availability:

The Carrier shall have a pre-planned arrangement to provide for a replacement bus within 45 minutes if a regular vehicle becomes disabled. Spare buses shall be available on site to support this requirement.

3. Compliance:

All vehicles provided by the Carrier shall comply in every respect with all state and federal laws, as well as all applicable regulations and ordinances pertaining to the transportation of pupils in effect at the start of the base contract period and promulgated or enacted during the life of the contract period, including option years.

4. Vehicle Age:

At no time during the term of the contract shall the age of any vehicle, bus chassis, motor or bus body provided hereunder be greater than eight (8) years, based the date of manufacture.

5. Bus Signage:

All buses under contract for daily transportation of students must bear “Newfound Area School District” or the Carrier name on both sides and shall be used solely for transporting assigned students during the entire year. All regular route buses must display the route identification number on both driver and passenger sides of the vehicle.

6. Inspection:

All buses must be cleaned and inspected daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, video/audio recording devices, 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 4 upon request. The SAU 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.

A vehicle not passing the daily 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.

7. 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 4 upon request.

8. Additional Regular Education Bus Requirements:

The Carrier shall provide student transportation buses with a lift for wheelchairs and provisions to lock wheelchairs in place when required.

9. Safety Equipment:

All buses over 9 passengers will be required to be equipped with the child checkmate system or comparable equipment. Buses will be fitted with fire extinguishers, and first aid kits, and will be sufficiently equipped to safely negotiate snow covered roads during winter travel. Buses must comply with all local, state, and federal safety standards; material additional equipment requirements imposed by state and/or federal law after a contract is procured may allow for rate adjustments.

10. Radio Communication:

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. The District requires that the Superintendent's Office be provided radio equipment and access to these same radio communication channels.

11. Digital Cameras and Recording Devices:

All buses shall be equipped with digital video and audio recording equipment located at both the front and back of the vehicle. Such equipment shall be and remain the property of the Carrier, and the Carrier shall maintain and repair said devices as indicated and needed. The system shall produce excellent quality imagery/resolution and provide for removable digital media for off-bus viewing. The goal of the District is to provide enhanced safety for bus drivers and passengers through deterrence, incident observation, and policy enforcement through the use of this technology.

12. School Bus Safety Training:

The Carrier will maintain an ongoing school bus safety program that will inform and remind bus drivers of safety procedures. This safety program should also involve all of the schools served under this contract and recognize National School Bus Safety Week with age-appropriate educational programming. The priority of this programming should be on elementary age students. Support for planning and delivery of this programming will be coordinated by the District.

13. 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.

Driver Requirements

1. License:

All bus drivers are required to have the appropriate level commercial driver's license with a school bus certificate and an S-endorsement, as required by state and federal regulations.

2. Minimum Age:

All bus drivers shall meet minimum age requirements consistent with state and federal regulations.

3. Drug Screening, Background Checks:

The Carrier shall maintain drug screening protocols, and conduct criminal record checks on all drivers, and maintain employment records of these activities as required

by state and federal regulations. The Carrier must submit a criminal record request with finger prints on a driver prior to the driver beginning employment. The Carrier may, with the expressed written consent of SAU 4, employ an operator on a provisional basis until the results of the criminal record check are received from the State of New Hampshire or other approved screening agency. The Carrier will be solely responsible for the submission and cost of criminal record checks. No individual who has a felony conviction may be employed as a bus driver or monitor by the Carrier. Should any other offense be identified by such record check, all such offenses shall be disclosed to and discussed with the SAU prior to permitting that employee to provide any services under the contract.

4. Tobacco Use:

Bus drivers may not use any tobacco products while transporting students, while alone on the bus or while on SAU 4 property.

5. Exam:

Bus drivers are to submit certificates of physical examination as required in RSA 200:37 and Federal Motor Carrier Safety Statute.

6. Driver Information:

The Carrier shall be required to maintain and furnish the following information on each driver to the 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 identification number of current commercial driver's license / school bus certificate or endorsement
- g. Bus and route assignments
- h. Evidence of satisfactory references
- i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a, and Federal Motor Carrier Safety Statute.

7. Expectations:

- a. All bus drivers shall be of good health, reputable character, and exhibit an ability to work cooperatively with students, student families, SAU 4 and members of the public.

- b. All bus drivers will enforce those reasonable rules of behavior required by SAU 4 and the Carrier. Operators or the Carrier's designee shall report in writing to SAU 4, 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 SAU.
- 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. A driver will refer all requests for changes to stop location, additional stops, or any other change to the terminal manager who will pass the request on to the SAU and the school Principal.
- h. The Carrier will be required to record student counts, mileage, and time slips for all routes and trips and to provide these records to the SAU upon request.
- i. 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 and SAU 4 with exception of Carrier employees such as supervisors or driver trainees, and bus monitors. Note specifically that non-student members of a driver's family shall not be permitted on a bus transporting students without the express consent of the Carrier and SAU 4.
- j. 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.

General Contract Terms & Conditions

1. Term:

The initial term of the contract for services will be five (5) years, commencing with the opening of the 2015-2016 school year on July 1, 2015. The contract may be extended for up to five years through negotiation of mutually agreeable terms and conditions.

2. Non-Appropriation:

The contract shall include a non-appropriation clause which states, “In the event that sufficient funds are not appropriated for student and / or school transportation services during the ensuing fiscal year, SAU #4 – the Newfound Area School District may terminate this agreement by written notice within thirty (30) days of adoption of the district budget or April 30th for the fiscal year in question (whichever occurs first), and the agreement shall be terminated effective immediately.”

3. Contract Documents:

The contract documents shall consist of the “Request for Proposal – Student Transportation Services”, any questions and written explanations or clarifications of the RFP provided, all documents submitted by the Carrier in satisfying this request, and signed contractual agreements executed in a form approved by the District.

4. Performance Bond:

Within two weeks of the notice of contract award, and then annually not later than July 1st, the Carrier may be asked to furnish to the District a performance bond or a written guarantee from a bank in the form of a letter of credit securing performance of the obligations of the Carrier. The letter of credit or performance bond shall be in an amount not less than 25% of the annual value of services provided, shall be in a form acceptable to the District, shall be in effect throughout the duration of the contract and executed option, and shall be provided at no additional cost to the District. Evidence of the Performance Bond may be requested when the District has good faith reason to believe that the Carrier may not be able to fully perform under the contract.

5. Payment Terms:

Payment for services under this contract will be paid each year in ten (10) equal monthly payments due and payable on the fifteenth (15th) day of each month, except in the months of July and August.

6. Termination for Performance:

The contract may be terminated at any time by the District for unsatisfactory performance. In such case, the SAU shall provide written notice to the Carrier citing the unsatisfactory performance, giving the carrier ten (10) school days to improve its performance to the satisfaction of the District. In the event that the Carrier’s performance does not improve to the satisfaction of the District, the contract for services with the Carrier may be immediately terminated.

7. Termination Options:

In the event of a contractual termination, the 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 District.

In that event, the Carrier will be required to indemnify the District for any loss that may be sustained.

8. Default:

SAU 4 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 District shall have the right to terminate the contract.

9. Unnecessary Transportation:

The District shall have the right to terminate the contract for services on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of the District's students unnecessary.

10. Non-Transferable:

The Carrier shall not have the right to transfer or assign the contract to any other person, firm or corporation.

11. Liability Coverage:

During the term of the contract the Carrier shall maintain general liability coverage in an amount not less than \$5,000,000, and commercial vehicle liability coverage for bodily injury and property damage in an 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 the Newfound Area School District – SAU #4 as additionally insured entities must be filed with the District Superintendent of Schools office within two weeks of the award for services, and then not later than July 1st of each contract and contract option year. The Insurance Certificate shall provide that no less than thirty (30) days prior notice of insurance cancellation or material change in coverage shall be afforded to the District.

12. Indemnification:

The Carrier shall defend, hold harmless, and indemnify to the maximum extent provided by law, the Newfound Area School District - SAU #4, their officers, agents and employees from and against any and all claims, suits or demands for injuries or damages of any kind to any person or firm, in any way arising out of the performance of the contract and to the extent caused by the Carrier.

13. Compliance:

The Carrier agrees to comply with all applicable federal, state and local transportation policies and regulations.

14. Amendments:

This contract may be amended by mutual consent of both parties at any time during the term.

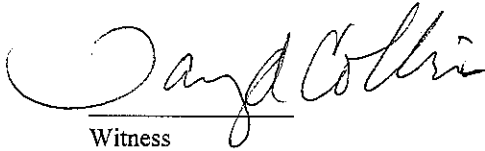
15. Regulatory Clause:

In the event any federal, state, local, or other governmental body's statutes, laws, ordinances, rules, or regulations are enacted / promulgated, the impact of which will have a material effect on the methods and/or costs of the Carrier in connection with providing the contracted services, then, upon written notice either party may request renegotiation of this contract. Such renegotiation shall include, but shall not be limited to, the rates of payment, payment schedule, and duration of this Agreement and levels of service. Any modifications resulting from such renegotiation shall become effective at a mutually agreed upon time.

16. Force Majeure:

In the event the Carrier's performance of this contract is temporarily interrupted due to Acts of God, civil disturbances, fire, war, strikes, labor disputes, governmental acts or any other similar condition, the District shall excuse the Carrier from performance, and shall have the right to take over the operation of such buses that the Carrier is prevented from running until the Carrier is able to resume operation. The District shall pay to the Contractor for such buses the same amount as would otherwise be due, less all expenses and costs incurred by it in securing the services of personnel and other costs of operations. Notwithstanding the foregoing, the Carrier agrees to use its best efforts to provide services hereunder, including during any period covered by this Force Majeure clause.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.



Witness

Provider Enterprises, Inc.

By 

V. President / GM

Newfound Area School District

Witness

By _____
Newfound Area School District

APPROVED:

By _____
Superintendent of Schools