

RESOLUTION OF THE CITY COUNCIL

No. 527

Approved November 8, 2018

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Contract Extension Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

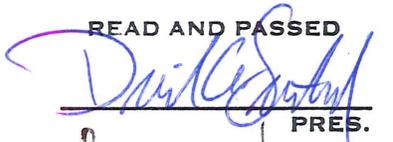
First Student
(Providence School Department)

\$25,348,462.73 for two years

IN CITY COUNCIL

NOV 01 2018

READ AND PASSED

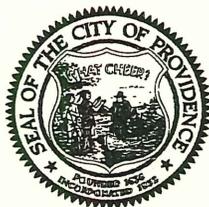

PRES.


CLERK

I HEREBY APPROVE.


Mayor

Date: 11/8/18



August 15, 2018

Office of the Internal Auditor

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval:

- **Providence School Department:**
 - Request to extend award with **First Student for two years** in the amount of **\$25,348,462.73** in accordance with Code of Ordinance Section 21-26 (e).
 - Request to pay **Education Logistics, Inc** (awarded 12/8/97) to use in routing of all school busses in the Providence School Department District in accordance with Code of Ordinance Section 21-26 (b).
- **Information Technology:**
 - Request a change order with **Eclat Integrated Software Solutions, Inc.**, in the amount of **\$12,500.00** in accordance with the Code of Ordinances, Section 21-26 (d).
 - Request a three year extension with **MHC Software** for a total of **\$66,000.00** in accordance with the Code of Ordinances, Section 21-26 (e).
- **Public Property:**
 - Request to award **Tasca Automotive Group** and **Speedcraft Nissan** in an amount of **\$215,000.00** for 10 – 20 used small vehicles in violation of Ordinance 2014-16.

Sincerely,

A handwritten signature in blue ink that reads "Gina M. Costa".

Gina M. Costa
Internal Auditor

Cc: Christopher Maher, School Superintendent
Judith Petrarca, Purchasing Administrator
James Silveria, Chief Information Officer
Al Buco, Acting Director of Public Property
Molly Hannon, Associate Director of Purchasing
James Lombardi, Senior Adviser to the City Council

In Exhibit 1, a review of actual expenditures to budget over the term of the First Student contract is shown. As you can see, the transportation line item has always been within budget. The transportation line item in the school budget is not First Student exclusively. It also pays for RIPTA passes for high school students RIDE for special needs students. Although I have reviewed the entire line item, the recommendation only applies to the First Student contract.

Exhibit 1

CITY OF PROVIDENCE TRANSPORTATION BUDGET (GL CODE 55111)					
FISCAL YEAR	BUDGET	% Change	ACTUAL	% Expended	VARIANCE
2016	15,216,171		14,118,292	92.78%	1,097,879
2017	16,616,511	9.20%	15,460,025	93.04%	1,156,486
2018	16,547,864	-0.41%	16,301,711	98.51%	246,153
2019	17,115,572	3.43%			

When looking at the percentage of the First Student Contract to the budget in FY2018 in Exhibit 2, it is about 73% of the entire transportation budget. In each year of the contract, First Student has been within the budget.

Exhibit 2

FISCAL YEAR	BUDGET	FIRST STUDENT CONTRACT COST	FIRST STUDENT CONTRACT AS A % OF BUDGET	NON FIRST STUDENT COSTS (BUDGET LESS FIRST STUDENT CONTRACT)	ACTUAL FIRST STUDENT EXPENSES PER FISCAL YEAR	% OF BUDGET	BUDGET LESS FIRST STUDENT ACTUAL EXPENSES	NON FIRST STUDENT ACTUAL EXPENSES
2016	15,216,171	11,577,437	76.09%	3,638,734	10,609,630	69.73%	4,606,541	3,508,662
2017	16,616,511	11,847,191	71.30%	4,769,320	10,883,695	65.50%	5,732,816	4,576,330
2018	16,547,864	12,123,231	73.26%	4,424,633	10,842,578	65.52%	5,705,286	5,459,133
2019	17,115,572	12,486,927	72.96%	4,628,645				

Bold and italicized = not approved.

The current two year extension before the School Oversight Committee is for a total amount of \$25,348,462.73. In the first three years of the agreement, the annual increase was 2.33%. The extension before is based on 3% per year above the FY2018 contractual amount. Exhibit 3 shows the First Student contractual amounts by year.

Exhibit 3

First Student Contract				
Fiscal Year	Maximum Amount	% Change	Actual*	Variance
FY2016	11,577,436.71		10,609,630.05	967,806.66
FY2017	11,847,190.99	2.33%	10,883,694.99	963,496.00
FY2018	12,123,230.54	2.33%	10,842,578.18	1,280,652.36
FY2019	12,486,927.45	3.00%		
FY2020	<u>12,861,535.28</u>	3.00%		
5 Year Total:	60,896,320.97			

*Based on AP270 Lawson Report, by invoice date

My recommendation is to reduce FY2019 to \$11,723,837. The 3% increase above the FY2018 contract is still applied, but the amended total is a reduction of eleven days of service. FY2020 remains the same. The new award would be \$24,585,372.72 (Exhibit 4). A reduction of this amount is well below the actual expenditures for First Student over the last three years (Exhibit 3)

Exhibit 4

FY2019 First Student Amendment	
3% increase over FY2018 contract	\$12,486,927.45
Daily maximum, based on 180 days	\$69,371.82
Contract reduction due to strike	(\$763,090.01)
FY2019 Amended Amount	\$11,723,837.44
FY2020 (no changes)	<u>\$12,861,535.28</u>
New Two Year Award	\$24,585,372.72

JORGE O. ELORZA
Mayor

Providence Schools

Providence Public School District
Purchasing Department
797 Westminster Street
Providence, RI 02903
tel. 401.456.9264
fax 401.456.9292
www.providenceschools.org

CHRISTOPHER N. MAHER
Superintendent

August 3, 2018

The Honorable Jorge O. Elorza, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

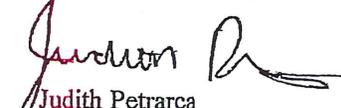
Dear Mayor Elorza:

On August 24, 2015 the Board of Contract and Supply awarded RFP for Student Transportation to First Student, Inc. in an amount not to exceed \$35,547,858.24 for three years. The signed agreement allows for 2 extension years. The Providence School Department/Central Control Transportation/Local respectfully requests the Board of Contract and Supply to amend this award with First Student to take advantage of the two extensions years as stated in the original agreement in an amount not to exceed \$12,486,927.45.00 for Extension Year 1 (2018-2019) and an amount not to exceed \$12,861,535.28.00 for Option Year 2 (2019-2020) for a total for both years not to exceed \$25,348,462.73.

These amounts are based on a 3% increase for each of the extension years and also includes Charter School Transportation and extended year (summer school) transportation.

Funds are available in account code 10 02600-31102500-55111-Local. 

Respectfully submitted,


Judith Petrarca
Purchasing Administrator

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 24, 2015

TO: Purchasing Director

SUBJECT: RFP FOR STUDENT TRANSPORTATION SERVICES/
TRANSPORTATION-LOCAL - SCHOOL DEPARTMENT

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director be authorized to engage First Student, Inc., 327 Market Street, Warren, RI 02885, low bidder, for RFP for Student Transportation Services/ Transportation-Local, in a total amount not to exceed Thirty Five Million Five Hundred Forty Seven Thousand Eight Hundred Fifty Eight Dollars and Twenty Four (\$35,547,858.24) Cents for 3 years, all in accordance with the offer of said firm submitted on January 26, 2015.

cc: Pur. Dir.
Contr
School (3)
File

Lou L. Hagen
City Clerk

**FIRST EXTENSION TO SCHOOL BUS TRANSPORTATION SERVICES
AGREEMENT BETWEEN PROVIDENCE PUBLICSCHOOL DISTRICT
AND FIRST STUDENT, INC.**

THIS AMENDMENT is made and entered into as of the 28th day of June, 2018 by and between Providence Public School District with its offices at 797 Westminster Street, Providence, RI 02903 ("District") and First Student, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 327 Market Street, Warren, RI 02885 ("Contractor" and, collectively, the "Parties").

WHEREAS, the Parties entered into that certain School Bus Transportation Agreement dated July 2015 (hereinafter the "Agreement"); and

WHEREAS, the parties desire to further extend the term of the Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of the Agreement shall extend for two (2) additional years commencing September 1, 2018 and continuing through August 31, 2020.
2. **COMPENSATION.** Commencing September 1, 2018, the rates of compensation payable hereunder during the ensuing Contract Years shall be as follows:

2018-2019 School Year – 3% increase over the 2017-18 School Year
2019-2020 School Year – 3% increase over the 2018-19 School Year
Estimated annual value FY 18-19 = \$12,486,927.45
Estimated annual value FY 19-20 = \$12,861,535.28

See Attached Exhibit A

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

PROVIDENCE PUBLIC SCHOOL DISTRICT

FIRST STUDENT, INC.

By: _____

By: J. Cook

Title: Superintendent

Title: Sr. Vice President

ATTEST:

ATTEST:

By: Joseph P. DiPina

By: Glenn M. Parmenter

Approved as to form and correctness:

Jeffrey Dana
Jeffrey Dana, City Solicitor

Exhibit A

Providence Public School Department, Prov, RI		
Transportation Price Schedule		
2018-2020		
	2018-19	2019-20
Regular runs within city limits based on 5 hours per day		
71 pax no AC	\$ 379.62	\$ 391.01
71 pax with AC	\$ 395.34	\$ 407.20
71 pax with seat belts no AC	\$ 390.10	\$ 401.80
Large bus with W/C 7 pos with AC	\$ 405.82	\$ 417.99
W/C bus with 2 pos & AC	\$ 379.62	\$ 391.01
Excess hours (over 5 hours) - Cost per bus per hour billed in 15 minute increments		
71 pax no AC	\$ 61.82	\$ 63.68
71 pax with AC	\$ 61.82	\$ 63.68
71 pax with seat belts no AC	\$ 61.82	\$ 63.68
LARGE BUS WITH W/C LIFT 7 pos w/c w/AC	\$ 61.82	\$ 63.68
W/C bus with 2 pos & AC	\$ 61.82	\$ 63.68
Special runs - Late buses, Field Trips, Athletics w/in city limits - cost per bus per hour 2 HOUR MINIMUM		
71 pax no AC	\$ 61.82	\$ 63.68
16 - 24 pax	\$ 61.82	\$ 63.68
Wheelchair bus	\$ 61.82	\$ 63.68
Middays		
Trips outside city limits - base rate includes 12 miles - cost per bus per hour - 2 HOUR MINIMUM		
71 pax no AC	\$ 61.82	\$ 63.68
16 - 24 pax	\$ 61.82	\$ 63.68
Wheelchair bus	\$ 61.82	\$ 63.68
Per mile fee over 12 miles	\$ 2.68	\$ 2.76

FIRST EXTENSION TO SCHOOL BUS TRANSPORTATION SERVICES
AGREEMENT BETWEEN PROVIDENCE PUBLICSCHOOL DISTRICT
AND FIRST STUDENT, INC.

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Estimated annual value FY 19-20 = \$12,861,535.28

See Attached Exhibit A

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

PROVIDENCE PUBLIC SCHOOL DISTRICT

FIRST STUDENT, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: / _____

By: _____

Approved as to form and correctness:

 /
Jeffrey Dana, City Solicitor

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 24, 2015

TO: Purchasing Director

SUBJECT: RFP FOR STUDENT TRANSPORTATION SERVICES/
TRANSPORTATION-LOCAL - SCHOOL DEPARTMENT

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: **VOTED:** that the Purchasing Director be authorized to engage First Student, Inc., 327 Market Street, Warren, RI 02885, low bidder, for RFP for Student Transportation Services/ Transportation-Local, in a total amount not to exceed Thirty Five Million Five Hundred Forty Seven Thousand Eight Hundred Fifty Eight Dollars and Twenty Four (\$35,547,858.24) Cents for 3 years, all in accordance with the offer of said firm submitted on January 26, 2015.

cc: Pur.Dir.
Contr
School (3)
File

A handwritten signature in cursive script that reads "Lou L. Hagen".

City Clerk

JORGE O. ELORZA
Mayor

CHRISTOPHER N. MAHER
Superintendent

Providence Schools

Providence Public School District
Office/Department
797 Westminster Street
Providence, RI 02903
tel. 401.456.9264
fax 401.456.9292
www.providenceschools.org

Date: August 12, 2015

The Honorable Jorge O. Elorza
Chairman, Board of Contract and Supply
City Hall
Providence, RI 02903

Dear Mayor Elorza:

RE: RFP for Student Transportation - Local-School Department
(Title of Item/Service)

DATE OF BID OPENING: January 26, 2015

RECOMMENDED BIDDER: First Student, Inc.
(Name and Address) 327 Market Street
Warren, R.I. 02885

AMOUNT RECOMMENDED: Not to exceed \$35,547,858.24 for 3 years.

In response to our request for proposal regarding the above entitled, our Department received the following Bids; (Please list by low bidder first)

	NAME	BASE	BID AMOUNTS ALTERNATES	TOTAL
1.	First Student, Inc.		Yr. 1- \$11,577,436.71 Yr.2- \$11,847,190.99 Yr. 3- \$12,123,230.54	Not to exceed \$35,547,858.24 for 3 years.
2.	Ocean State Translt, LLC		Yr. 1- \$13,843,673.75	Incomplete bid. No pricing was given for years 2 & 3
3.	Durham School Services			No Bid.

(Additional sheet is is not attached)

On the basis of said bids, we recommend the low bidder, as identified on LINE 1, which firm's bid has met the specifications.

On the basis of said bids, we recommend the bidder identified on LINE _____. While not the apparent low bidder, a review of the bids reveal that it is in the best interest of the City to reject the low bidder(s) because: (Please provide explanation)

(Additional sheet is is not attached)

MINORITY PARTICIPATION \$ _____ % _____

Respectfully submitted,

Account Code Local

Amount Not to exceed \$35,547,858.24 for 3 years.


Judith Petrarca
Purchasing Administrator

Finance Approval: 

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. **Vision:** The Providence Public School District will be a national leader in educating urban youth. **Mission:** The Providence Public School District will prepare all students to succeed in the nation's college's and universities, and in their chosen professions.

SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT BETWEEN
PROVIDENCE PUBLIC SCHOOL DISTRICT AND FIRST STUDENT, INC.

THIS AGREEMENT is made and entered into as of the ____ day of July, 2015, by and between PROVIDENCE PUBLIC SCHOOL DISTRICT, with its District offices located at 797 Westminster Street, Providence, Rhode Island 02903 ("District"), and FIRST STUDENT, INC, with its national headquarters as 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202, and its local operating address as 327 Market Street, Warren, Rhode Island, 02885 ("First Student" or "Contractor") (jointly, the "Parties").

WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described in this Agreement; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the Parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence 9/1/15 and shall continue through 8/31/18. This Agreement may be extended by mutual written agreement for two (2) additional 1 year periods, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before February 1st of the preceding school year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services as described in the Bid Specifications and Contractor's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, the Agreement will control. Otherwise, the terms of the Bid Specifications and Contractor's Proposal shall govern the Parties' relationship, in the following order of precedence: Contractor's Proposal and the Bid Specifications.
- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under this Agreement. However, where such increases or decreases

impact the service levels, personnel levels, or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements contained in this Agreement, Contractor shall be permitted to adjust rates at which services are provided to cover increase or decreases in cost structure associated with such changes by District.

- 2.3 In the event Contractor agrees to any increases or decreases which are Schedule Readjustment increases or decreases, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet School District requirements.
- 2.4 District represents, warrants and covenants that from and after the effective date of this Agreement, District will use Contractor as District's sole and exclusive provider for District's Elementary and Middle as well as Special Education High School home-to-school transportation,) and Charter Transportation at rates agreeable by the Parties. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.

SECTION 3: COMPENSATION AND BILLING.

- 3.1 In consideration for services rendered hereunder, Customer shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Appendix C of the Contractor's Proposal as may be adjusted from time to time as provided in this Agreement.

SECTION 4: ESCALATION

- 4.1 District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in the Proposal Document.
- 4.2 In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in Exhibit C of the Contractor's Proposal shall be adjusted to reflect such increase.

SECTION 5: FUEL

- 5.1 Contractor shall purchase at its own cost, [including/excluding taxes], all fuel required for the operation of buses hereunder. Fuel prices are assumed at \$2.20 per gallon for unleaded gasoline and \$2.725 per gallon for diesel fuel. Should Contractor's cost of fuel exceed the stipulated cost by 10% or more [including/excluding taxes], District will reimburse Contractor an amount which equals the 10% or greater cost. Contractor will provide documentation substantiating its fuel costs upon written request of District. The same

method of calculation will be utilized to calculate the credit due the District if the cost of fuel is 10% or greater less than the stipulated cost.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 District shall be primarily responsible for planning all routes, stops and schedules. District shall furnish a complete route map on or before the first day of enrollment of each school year.
- 6.2 District shall calculate the approximate time of pick up and drop off for each stop. District shall inform parents and families of these times.
- 6.3 District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. District shall waive its right to assess any liquidated damage or penalty within thirty (30) days of such changes in accordance with Section 2.3. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 30 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent of Schools, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide

transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relevant facts including police case number when available.

- 7.4 Contractor shall supply daily activity reports outlining employee call-outs and "late" buses.
- 7.5 Contractor shall provide a daily report for both morning and afternoon indicating any bus number and/or GPS tracking changes.

SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by Contractor's gross negligence in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees, student-upon-student violence; routing; or Contractor's good faith adherence to District's policies, procedures, directives.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; and Automobile Liability limits of not less than \$10,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos. Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured party as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.

SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor half the daily rate per bus for days when school is cancelled.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service.
- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke

on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.

- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.
- 14.4 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid license or permit issued by this State authorizing such person to operate a school bus.
- 14.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.
- 14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- 14.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.
- 14.4.5 Meet any other criteria required by law or by District's policies, rules or regulations.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.

- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.

SECTION 16: EQUIPMENT

- 16.1 All school buses supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations.
- 16.2 No buses used in the performance of this contract shall be over twelve (12) years old, and the average age of the buses in use must not exceed six (6) years (including route and spare buses) for buses with seating capacities greater than 24; no buses with seating capacities of 24 or less shall be older than ten (10) years old, and the average age of the buses in use must not exceed six (6) years old (including route and spare buses). Contractor shall maintain the school buses used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.
- 16.3 All buses shall be equipped with mobile GPS tracking devices provided by the Contractor, which shall be used on all bus routes. The District shall be notified immediately of any changes to bus numbers and that bus's assigned GPS. The Consultant shall provide access to the District of its tracking software platform (i.e. FOCUS) and reasonable training on updates to that software.
- 16.5 All buses equipped with Air Conditioning will be assigned by the District. In the event that District or any governmental agency imposes equipment requirements other than those set forth above (or currently outlined in the Contractor's Proposal) on Contractor's vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement. If the Parties do not reach agreement regarding applicable price increases, either party may terminate this contract upon not less than 60 days' prior written notice to the other party.
- 16.6 Contractor agrees that all vehicles shall be equipped with two-way radios. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance.
- 16.7 District may direct Contractor to perform additional tasks under this Agreement. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Labor costs associated with such assignments shall be invoiced to District at a cost of \$_____ per hour regular time and \$_____ per hour for overtime. Parts and supplies and any services performed by other than Contractor shall be invoiced to District.

- 16.8 In addition to the necessary vehicles to meet the scheduled needs, the Contractor shall have at least 10% of the total fleet as spare vehicles available to respond to a vehicle need within 30 minutes. The Contractor must maintain at least one spare of each type of vehicle used.
- 16.9 Contractor shall provide all equipment and services as outlined in the Proposal and RFP unless addressed in this Agreement which shall supersede the aforementioned documents.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

SECTION 18: ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the Parties hereto without the written consent of District, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

SECTION 19: TERMINATION

- 19.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to

remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

19.2 The District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the City to provide adequate funding to allow the District to provide transportation services to students within the District. In the event the District shall elect to terminate this Agreement due to governmental funding deficiencies, the District shall give written notice to Contractor on or before February 1 May 15 prior to the end of any Contract Year for services to be rendered in the following Contract Year. Further, the District will be liable for those expenses incurred by Contractor as a result of termination under the Section, including costs associated with Contractor transitioning out of the contract, relocating equipment, and reassigning staff. In the event funding is restored following a termination of this Agreement under this Section, Contractor shall be entitled to a right of first refusal to provide continuing service to the District under this Agreement.

19.3 Either party may terminate this Agreement for convenience upon the end of the school year by giving notice to the non-terminating party by December 31 of the current school year. Upon proper written notice, the terminating party would complete its obligations through the school year, which will include summer school.

SECTION 20: SURVIVAL

20.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 21: STATUS OF CONTRACTOR

21.1 In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 22: SEVERABILITY

22.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 23: EXTENSION AND MODIFICATION

- 23.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 24: NOTICE TO PARTIES

- 24.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Robin A. Schutt, Ph.D.
Executive Director of Operations
Office of the Superintendent
Providence Schools
797 Westminster Street
Providence, RI 02903

Notices to Contractor shall be addressed to:

Bill Roche
First Student, Inc.
Bill Roche
327 Market St.
Warren, RI 02885

With a copy to:

FirstGroup America
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel

- 24.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 25: ENTIRE AGREEMENT

- 25.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 26: COMPLIANCE WITH THE LAW

26.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

SECTION 27: DISPUTE RESOLUTION

27.1 The Parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the Parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the Parties from agreeing in the future to submit a dispute to arbitration.

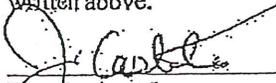
SECTION 28: PLACE OF CONTRACT/CONTROLLING LAW

28.1 This Agreement shall be governed by the laws of the State of Rhode Island, without regard to conflicts of law principles. All references in this Agreement to the "state" shall mean the State of Rhode Island. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Rhode Island. The parties agree that any action instituted against either party to this Agreement shall be commenced in a proper court of venue in Rhode Island or the United States District Court for the District of Rhode Island

SECTION 29: AUTHORITY

29.1 Both Parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first written above.



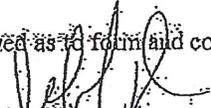
First Student, Inc.

By: Jim Castelli
Title: SR. Vice President

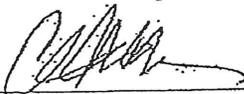
Attest: Jeanne M. Parmenter

By: Jeanne Parmenter
Title: Exec. Ass't.

Approved as to form and correctness:



Jeffrey Dana, City Solicitor



PROVIDENCE PUBLIC SCHOOL DISTRICT

By: CHRISTOPHER M. MAHER
Title: SUPERINTENDENT

Attest: Joseph P. DiPina

By: JOSEPH P. DIPINA
Title: CHIEF OF ADMINISTRATION

EXHIBIT A -

[INSERT Appendix C Pricing pages]

[INSERT Letter to City from Jim Castelli dated March 20, 2015]

APPENDIX C — FORM OF PROPOSAL

STUDENT TRANSPORTATION BID

MAY 19, 2014

BOARD OF CONTRACT AND SUPPLY
DEPARTMENT OF THE CITY CLERK



CITY OF PROVIDENCE
ROOM 311, CITY HALL
PROVIDENCE, RI 02903

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE PROVIDENCE PUBLIC SCHOOLS, 797 WESTMINSTER STREET, PROVIDENCE, RHODE ISLAND, THE UNDERSIGNED:

Bill Roche, Area General Manager, First Student, Inc. *[Signature]*

CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED "GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO PROPOSERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO



THE TERMS DESCRIBED ON THE SPECIFICATIONS TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE PROVIDENCE PUBLIC SCHOOLS AS SPECIFIED.

**HOME-TO-SCHOOL, PRIVATE/PAROCHIAL, SPECIAL EDUCATION,
and EXTRACURRICULAR TRANSPORTATION PROPOSAL:**

PERIOD FROM SEPTEMBER 2015 TO AUGUST 2016		
REGULAR RUNS WITHIN THE CITY LIMITS		
Full Day School Bus Includes fuel and labor Based on 4 (four) hours per day		
Category	Amount	Amount in Words
Cost per School Day per 71 Passenger Bus	\$337.62	THREE HUNDRED THIRTY SEVEN AND SIXTY TWO
Cost per School Day per 71 Passenger Bus with air conditioning	\$352.62	THREE HUNDRED FIFTY TWO AND SIXTY TWO
Cost per School Day per 71 Passenger Bus with seat belts	\$347.62	THREE HUNDRED FORTY SEVEN AND SIXTY TWO
Cost per School Day per 7 position wheelchair bus with seating for 10 to 16 ambulatory students with air conditioning	\$362.62	THREE HUNDRED SIXTY TWO AND SIXTY TWO
Cost per School Day per 2 position wheelchair bus with seating for 10 ambulatory students with air conditioning	\$337.62	THREE HUNDRED THIRTY SEVEN AND SIXTY TWO

Transportation RFP

Proposer's Initials *[Signature]*

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Proposer's Initials

PERIOD FROM SEPTEMBER 2015 TO AUGUST 2016		
REGULAR RUNS WITHIN THE CITY LIMITS		
Cost Per Hour For Bus In Excess of Four (4) Hours Per Day Includes fuel and driver labor Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above. Billed in 15 minute increments.		
Category	Amount	Amount in Words
Cost per School Day per 71 Passenger Bus	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 71 Passenger Bus with air conditioning	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 71 Passenger Bus with seat belts	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 7 position wheelchair bus with seating for 10 to 16 ambulatory students with air conditioning	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 2 position wheelchair bus with seating for 10 ambulatory students with air conditioning	\$59.00	FIFTY NINE DOLLARS

SPECIAL RUNS - LATE BUSES; FIELD TRIPS; ATHLETICS		
During School Year Within City Limits All Special Runs Will Be Charged At These Rates Includes Fuel Cost per Hour - Minimum of Two (2) Hours		
Category	Amount	Amount in Words
Cost per hour for 71 Passenger Bus	\$59.00	FIFTY NINE DOLLARS
Cost per hour for 16 to 24 Passenger Bus	\$59.00	FIFTY NINE DOLLARS
Cost per hour for Wheelchair Bus	\$59.00	FIFTY NINE DOLLARS
Cost per hour for mid-days	\$59.00	FIFTY NINE DOLLARS

TRIPS OUT OF THE CITY		
Includes Fuel		
Driver Cost per Hour - Minimum of two (2) hours		
Mileage - base rate includes 12 miles. Coster mile bid is in excess of 12 miles per trip.		
Category:	Amount	Amount in Words
Cost per hour for 71 Passenger Bus	\$59.00	FIFTY NINE DOLLARS
Cost per hour for 16 to 24 Passenger Bus	\$59.00	FIFTY NINE DOLLARS
Cost per hour for Wheelchair Bus	\$59.00	FIFTY NINE DOLLARS

ALTERNATE PRICING

Providence Public Schools is interested in receiving alternate pricing for the three items identified below.

Facilities

The District prefers that vendors have a facility located within the boundaries of the City of Providence. However, the district desires to provide vendors flexibility in locating adequate facilities. The District desires to see the net impact on cost of locating a facility outside the City of Providence. Vendors are asked to identify the incremental increase or decrease to the prices listed above if a facility is located outside the City of Providence. If there is no change to price, please mark each block N/A.

Category	Amount	Amount in Words
Cost per School Day per 71 Passenger Bus	NO BID	NO BID
Cost per School Day per wheelchair bus	NO BID	NO BID

Bus Monitors

The District desires to evaluate the cost associated with Contractor employed bus monitors. Please provide pricing for bus monitors based on a 5 hour per day minimum and incremental costs in excess of 5 hours.

Category	Amount	Amount in Words
Cost per monitor for five (5) hour minimum	\$155.00	ONE HUNDRED FIFTY FIVE DOLLARS
Cost per hour in excess of five (5) hours Billed in 15 minute increments.	\$31.00	THIRTY ONE DOLLARS
Cost per monitor for six (6) hour minimum	\$186.00	ONE HUNDRED EIGHTY SIX DOLLARS
Cost per hour in excess of six (6) hours Billed in 15 minute increments.	\$31.00	THIRTY ONE DOLLARS

Length of Day

The District desires to evaluate the cost associated with a change in the length of day. Please provide pricing for busing based on a 5 hour per day minimum and incremental costs in excess of 5 hours.

PERIOD FROM SEPTEMBER 2015 TO AUGUST 2016		
REGULAR RUNS WITHIN THE CITY LIMITS		
Full Day School Bus Includes fuel and labor Based on 5 (Five) hours per day		
Category	Amount	Amount in Words
Cost per School Day per 71 Passenger Bus	\$362.30	THREE SIXTY TWO AND THIRTY
Cost per School Day per 71 Passenger Bus with air conditioning	\$377.30	THREE SEVENTY SEVEN AND THIRTY
Cost per School Day per 71 Passenger Bus with seat belts	\$372.30	THREE SEVENTY TWO AND THIRTY
Cost per School Day per 7 position wheelchair bus with seating for 10 to 16 ambulatory students with air conditioning	\$387.30	THREE EIGHTY SEVEN AND THIRTY
Cost per School Day per 2 position wheelchair bus with seating for 10 ambulatory students with air conditioning	\$362.30	THREE SIXTY TWO AND THIRTY

PERIOD FROM SEPTEMBER 2015 TO AUGUST 2016		
REGULAR RUNS WITHIN THE CITY LIMITS		
Cost Per Hour For Bus In Excess of Five (5) Hours Per Day Includes fuel and driver labor Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above. Billed in 15 minute increments.		
Category	Amount	Amount in Words
Cost per School Day per 71 Passenger Bus	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 71 Passenger Bus with air conditioning	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 71 Passenger Bus with seat belts	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 7 position wheelchair bus with seating for 10 to 16 ambulatory students with air conditioning	\$59.00	FIFTY NINE DOLLARS
Cost per School Day per 2 position wheelchair bus with seating for 10 ambulatory students with air conditioning	\$59.00	FIFTY NINE DOLLARS

References

The Proposer has provided transportation services to the following school districts within the last three (3) years (attach additional sheets, if necessary):

Name	Address	Contact Person	Telephone	Email
Please refer to our Reference Lists located in the Reference List/Ability to Perform section of our proposal binder.				

These specifications require the submission of additional information that will be utilized to evaluate each proposal and which will become the basis for the award of the Contract(s) by the District. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the District has the sole discretion to determine the best Proposal(s) to meet the needs of the District.

Transportation RFP

Proposer's Initials

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3 Ricom Way
Providence, RI 02909
Tel: 401 943 1880

March 20, 2015

Mr. Alan Sepe, Dir. of Operations
City of Providence
25 Dorrance St.
Providence, RI 02903

Dear Mr. Sepe:

This is a follow-up to our meeting, yesterday, March 19th. First Student is committed to improving the overall customer satisfaction experience to the City of Providence. As per our discussion, please find First Student's responses to the following items:

1. Replace fleet within two years with conventional style units.

First Student would replace (148) one hundred and forty-eight buses, with new conventional buses, within the first (2) two years of the contract. Spare equipment, (approximately 16 units), would be, as per the specifications, no older than (12) twelve years.

2. Upgrade phone system by start of 2015/2016 school year. More lines. 2 dedicated lines for administrators. Add bilingual operators.

First Student will upgrade the current phone system, to include adding additional lines. Please find a copy of the telephone system proposal attached.

3. Clean and paint employee and student waiting areas.

We are looking to make improvements in the Monitor and Employee areas, to include but limited to, painting the hallways, staff offices, flooring, signage, and designated visitor parking areas. We would allow a \$ 2,000 budget for furniture improvement in the monitors/rides area and input from the District prior to the completion.

4. Upgrade GPS tracking to sync with District.

First Student's IT Department (First Planning Solutions) has already reached out to the School Department's IT Department. We have been told that the District is upgrading their Edulog routing program which will make it easier to incorporate Zonar/Focus.

6. Help track time keeping of bus monitors and TA's. Integrate scan cards as used by drivers.

First Student will provide the monitors and Transportation Assistants (TA's), with a Zonar card to punch In/Out as they get on/off our buses. The appropriate School District Supervisor will be granted access to see time punches. This will be done via a hand-held device on the bus.

If there is any further information you require, please let me know.

Sincerely,

Jim Castell, SVP - Operations