CAMPUS SHUTTLE BUS SERVICES AGREEMENT

This Agreement for Campus Shuttle Services (the “Agreement”) is made and entered into by and between Western Connecticut State University, a constituent unit of the Connecticut State University System of Higher Education (hereinafter the “University” or “WCSU”), and J&R Tours LTD (hereinafter the “Contractor”) who agree as follows:

0.1 Agreement/Term

The term of this agreement shall be from the effective date of July 1, 2009, until and including June 30, 2014. This agreement may be terminated by either party by providing the other party with written notice, delivered by registered or certified mail, at least ninety (90) days prior to the date of such termination. Any modification to this agreement shall be set forth in a written amendment thereto, signed by the contractor, the University and the State of Connecticut’s Office of the Attorney General.

1.0 Definitions

Accounting Period: Each calendar quarter contains one five-week and two four-week Accounting Periods.

Charge: A fee established for goods or services provided by the Contractor.

Fiscal Year: The University’s fiscal year, this commences on July 1st of each year and terminates on June 30th of the following year.

Shuttle Services: Transportation of students, faculty, and staff between the University’s Midtown and Westside Campuses in Danbury, Connecticut.


2.0 Standard Terms and Conditions

2.1 Contract Termination:

(a) The University may terminate this agreement for breach thereof by the Contractor, as determined by the University in its sole discretion. A breach of this agreement may arise from occurrences including, but not limited to: failure to maintain insurance coverage as required by this agreement, failure to provide required periodic statements when due, or failure to provide service of satisfactory quality to the University. Failure to provide service of satisfactory quality may include, but shall not be limited to, any cessation or diminution of service including, but not limited to, failure to maintain adequate personnel (whether arising from labor disputes, or otherwise), any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest, or failure to comply with the terms of this agreement.
(b) The University shall provide ten (10) calendar days' written notice of breach of the agreement and unless within ten (10) calendar days such neglect has ceased and arrangements are made to correct the breach, the University may cancel the contract by giving sixty (60) days' notice in writing by registered or certified mail of its intention to terminate this agreement.

(c) Should the University breach any term or provision of this agreement, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding correction thereof. Unless within ten (10) calendar days after receiving such notice, the allegation of breach shall be contested by the University or such breach shall cease and arrangements made for correction, the Contractor may terminate the agreement by giving sixty (60) days' notice, in writing, by registered or certified mail of its intention to terminate this agreement.

(d) Should the Contractor terminate the agreement for any reason other than breach of the agreement by the University, the performance bond shall be forfeited to the University as liquidated damages.

2.2 Deviations and Exceptions: No exceptions to or deviations from the terms of this Agreement shall be permitted. In the event the Contractor wishes to modify the terms of this Agreement, a request for such modification shall be submitted in writing to the University’s Chief Financial Officer or his or her designee. Any modification to this Agreement shall be set forth in a written amendment thereto, executed by the parties and approved by the Office of the Attorney General of the State of Connecticut.

2.3 Taxes: The State of Connecticut is exempt from payment of all federal, state and local taxes on most of its purchases except Connecticut excise or occupation taxes payable on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The State of Connecticut may be subject to other state's taxes on its purchases in that state depending on the laws of that state.

2.4 Entire Agreement: This written contract, with referenced parts and attachments, shall constitute the entire agreement and no other terms and conditions set forth in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University.

2.5 Construction and Effect: A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

2.6 Applicable Law: This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations which are in effect during the term of this Agreement and which in any manner affect the work or its conduct.
2.7 **Contract Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University, except that the Contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the Contractor.

2.8 **Claims Against the State:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2.9 **Non-Discrimination:** The Contractor agrees to the following provisions required pursuant to Section 4a-60 of the Connecticut General Statutes:

(a) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or person: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purpose of this Section, “Commission” means the Commission on Human Rights and Opportunities. For purposes of this Section, “Public works contract” means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of this contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to: blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action – equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a
collective bargaining agreement or other contract or understanding and each vendor with
which the Contractor has a contract or understanding, a notice to be provided by the
Commission, advising the labor union or workers’ representative of the Contractor’s
commitments under this section and to post copies of the notice in conspicuous places
available to employees and applicants for employment; (4) the Contractor agrees to
comply with each provision of this section and Conn. Gen. Stat. Subsection 46a-56, 46a-
68e and 46a-68f and with each regulation or relevant order issued by said Commission
pursuant to Conn. Gen. Stat. Subsection 46a-56, 46a-68e and 46a-68f; (5) the Contractor
agrees to provide the Commission on Human Rights and Opportunities with such
information requested by the Commission, and permit access to pertinent books, records
and accounts, concerning the employment practices and procedures of the Contractor as
they relate to the provisions of this section and section 46a-56. If the contract is a public
works contract, the Contractor agrees and warrants that he will make good faith efforts to
employ minority business enterprises as subcontractors and suppliers of materials on such
public works project.

(c) Determination of the Contractor's good faith efforts shall include but shall not be
limited to the following factors: The Contractor's employment and subcontracting
policies, patterns and practices; affirmative advertising, recruitment and training;
technical assistance activities and such other reasonable activities or efforts as the
commission may prescribe that are designed to ensure the participation of minority
business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner
prescribed by the commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this section in
every subcontract or purchase order entered into in order to fulfill any obligation of a
contract with the state and such provisions shall be binding on a subcontractor, vendor or
manufacturer unless exempted by regulations or orders of the commission. The
Contractor shall take such action with respect to any such subcontract or purchase order
as the commission may direct as a means of enforcing such provisions including
sanctions for noncompliance in accordance with section 46a-56; provided, if such
Contractor becomes involved in, or is threatened with, litigation with a subcontractor or
vendor as a result of such direction by the commission, the Contractor may request the
state of Connecticut to enter into any such litigation or negotiation prior thereto to protect
the interests of the state and the state may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section
as they exist on the date of this contract and as they may be adopted or amended from
time to time during the term of this contract and any amendments thereto.

(g) The Contractor agrees and warrants that in the performance of the contract such
Contractor will not discriminate or permit discrimination against any person or group of
persons on the grounds of sexual orientation, in any manner prohibited by the laws of the
United States or of the state of Connecticut, and that employees are treated when
employed without regard to their sexual orientation; the Contractor agrees to provide
each labor union or representative of workers with which such Contractor has a collective
bargaining agreement or other contract or understanding and each vendor with which
such Contractor has a contract or understanding, a notice to be provided by the
Commission on Human Rights and Opportunities advising the labor union or workers'
representative of the Contractor's commitments under this section, and to post copies of
the notice in conspicuous places available to employees and applicants for employment;
the Contractor agrees to comply with each provision of this section and with each
regulation or relevant order issued by said commission pursuant to section 46a-56 of the
general statutes; the Contractor agrees to provide the Commission on Human Rights and
Opportunities with such information requested by the commission, and permit access to
pertinent books, records and accounts, concerning the employment practices and
procedures of the Contractor which relate to the provisions of this section and section
46a-56 of the general statutes.

(h) The Contractor shall include the provisions of the foregoing paragraph in every
subcontract or purchase order entered into in order to fulfill any obligation of a contract
with the state and such provisions shall be binding on a subcontractor, vendor or
manufacturer unless exempted by regulations or orders of the commission. The
Contractor shall take such action with respect to any such subcontract or purchase order
as the commission may direct as a means of enforcing such provisions including
sanctions for noncompliance in accordance with section 46a-56 of the general statutes;
provided, if such Contractor becomes involved in, or is threatened with, litigation with a
subcontractor or vendor as a result of such direction by the commission, the Contractor
may request the State of Connecticut to enter into any such litigation or negotiation prior
thereto to protect the interests of the state and the state may so enter..

2.10 Executive Orders Nos. 3, 17, 16, and 7C

Executive Order No. 3: This contract is subject to the provisions of Executive Order No.
3 of Governor Thomas J. Meskill promulgated June 16, 1971 and as such this contract
may be canceled, terminated or suspended by the State Labor Commissioner for violation
of or non-compliance with said Executive Order No. 3, or any state or federal law
concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a
party to this contract. The parties to this contract, as part of the consideration hereof,
agree that said Executive Order No. 3 is incorporated herein by reference and made a part
hereof. The parties agree to abide by said Executive Order and agree that the State Labor
Commissioner shall have continuing jurisdiction in respect to contract performance in
regard to nondiscrimination, until the contract is completed or terminated prior to
completion. This Contractor, agrees as part consideration hereof, that this contract is
subject to the Guidelines and Rules issued by State Labor Commissioner to implement
Executive Order No. 3, and that he will not discriminate in his employment practices or
policies, will file all reports as required, and will fully cooperate with the State of
Connecticut and the State Labor Commissioner.

Executive Order No. 17: This contract is also subject to provisions of Executive Order
No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this
contract may be canceled, terminated or suspended by the contracting agency or the State
Labor Commissioner for violation of or non-compliance with said Executive Order No. 17
notwithstanding that the Labor Commissioner may not be a party to this contract. The
parties to this contract, as part of the consideration hereof, agree that Executive Order No.
17 is incorporated herein by reference made a part hereof. The parties agree to abide by
said Executive Order and agree that the contracting agency and the State Labor
Commissioner shall have joint and several continuing jurisdiction in respect to contract
performance regard to listing all employment openings with the Connecticut State
Employment Service.
Executive Order No. 16: This contract is also subject to provisions of Executive Order No. Sixteen of Governor John J. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that:

1. The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in Section 2 to follow.

2. Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

3. The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

4. The Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules.

The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed under this contract shall contain these provisions.

Executive Order No. 7C: This contract is also subject to provisions of Executive Order No. Seven C of Governor M. Jodi Rell promulgated July 13, 2006, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive 7C.

a. The State Contracting Standards Board (“Board”) may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes; or
(2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

b. For purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

2.11 Campaign Contribution Restrictions: This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

For purposes of this CCR Section only:


"State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

"State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B)
the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

"State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

"Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

"Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal
of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said Contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (i), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (i), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

2.12 Whistleblower Provision: This Agreement is subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-
public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2.13 **Safety Requirements:** All materials, equipment and supplies provided by the Contractor to the State of Connecticut must comply fully with all safety requirements as set forth by the Connecticut General Statutes and the Regulations of Connecticut State Agencies, and all applicable Occupational Safety and Health Administration ("OSHA") Standards. The Contractor will provide the University with a copy of any report received from the United States Department of Health, OSHA, the United States Department of Labor, or any other official federal, state or municipal inspection agency within forty-eight (48) hours of the Contractor's receipt of such report.

2.14 **Vendor Tax Delinquency:** Vendors who have a delinquent Connecticut tax liability may have their payments offset by the State of Connecticut.

2.15 **Notice:** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To University: Western Connecticut State University
Attention: Mark R. Case
Director of Administrative Services
181 White Street
Danbury, Connecticut 06810

To the Contractor: J&R Tours LTD
Attention: Ralph DiDonato
President
80 Edison Ave.
Mt. Vernon, NY 10550

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

2.16 **Indemnification:** The Contractor shall indemnify and save harmless Western Connecticut State University, the Board of Trustees of the Connecticut State University System, and the State of Connecticut, their officers, agents and employees, from all claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the Contractor's negligence, willful misconduct, or breach of Contractor's obligations.
under this Agreement, vandalism, excused performance, and acts of God excepted. In no event shall the Contractor’s indemnification obligations extend to the actions or omissions of the University, the Board of Trustees of the Connecticut State University System, or the State of Connecticut, or their officers, agents or employees.

2.17 Excused Performance: If because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this agreement, with the exception of moneys already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this agreement may be extended for a period of time equal to the time that such default in performance is excused.

3.0 Scope of Services

3.1 Shuttle Services: Contractor shall provide and operate shuttle buses which provide for adequate, timely, and safe transportation operations between the University’s Midtown and Westside Campuses. The shuttle buses shall make nine (9) routine stops to pick up/drop off passengers, with three (3) stops at the Midtown Campus, five (5) stops at the Westside Campus, and one (1) stop at Brookview Commons on 30 Crosby Street, Danbury, CT. The buses may be required to make some additional stops in Danbury between the two (2) campuses, for example the Armory on West Street, Ethan Allen Inn, etc. At all stops, drivers shall be required to ask riders to provide a valid WestConnect identification card. The buses shall only make scheduled stops as indicated by the University’s Police Department. Unauthorized stops may result in termination of the contract.

3.1.1 Operations During the Academic Year: The Academic Year typically commences in late August and concludes in late May. During the Academic Year, the shuttle bus program shall operate per the following schedule using the standard profile of buses as noted:

Bus 1: (40) passenger bus: 7:00AM – 12:30AM (M-F)
Bus 1a: (24) passenger bus: 7:00AM – 12:00 PM (T and Th)
Bus 2: (40) passenger bus: 7:15AM – 10:15PM (M-F)
Bus 3: (40) passenger bus: 7:00AM – 11:30AM; 1:00PM – 6:00PM (M-F)
Bus 3a: (24) passenger bus: 7:00AM – 11:00AM (T and Th)
Bus 4: (40) passenger bus: 7:15AM – 11:15AM; 1:15PM – 4:15PM (M-F)

For weekends during the academic year, the shuttle bus shall operate per the following schedule:

Saturday service: (24) passenger bus: 7:30AM – 7:00PM
Sunday service: (24) passenger bus: 8:30AM – 12:00AM
3.1.2 Operations During Intersession Periods: The University retains intersession periods (i.e., typically from late May to late August and from late December to late January) in which classes and campus activities are generally at a minimum. During these periods, Contractor shall operate (1) 24 passenger shuttle, per the following schedules:

**Summer Intersession Periods:**

- (1) 24 passenger bus: 7:30AM – 5:30PM (M-F)

**Winter Intersession Periods:**

- (1) 24 passenger bus: 7:30AM – 10:30PM (M-F)

Note that there is no shuttle bus service on weekends during the intersession periods unless authorized by the University.

Note that any changes to the standard profile of buses in sections 3.1.1 and sections 3.1.2 and schedules shall be per section 3.10 of this agreement.

3.1.3 Schedule: WCSU shall provide a schedule of operations and an annual purchase order for the operation of the shuttle bus program for the academic year and intersession periods at or around the start of the given fiscal year. Included in this schedule will be holidays and other days in which the shuttle does not operate.

3.2 Shuttle Bus Routes: The shuttle buses shall use the same route at all times. The route shall be established by the Contractor and University Police personnel. Deviations from the standard route due to traffic delays, construction, etc., are acceptable only if prior notification is given to and approved by the University’s Police Department. Contractor shall not be allowed the use of University property to store buses on an overnight basis. The University Police Department shall designate positions on the Campus to accommodate short term driver breaks during regular operating hours.

3.3 Shuttle Buses: Contractor shall provide clean, well maintained, and operationally safe and sound buses in a color other than yellow. Shuttle buses shall operate in conformance and accord with State of Connecticut Department of Motor Vehicle regulations. Contractor shall apply appropriate decals and identifications which identify the shuttles as the “Colonial Shuttle.” Decals shall be affixed to the exterior of the shuttle bus and shall be large enough to visually identify the bus. The decals shall be larger than any other signs or decals on the buses. WCSU shall provide the decal design and specification to the Contractor. Contractor shall be responsible for affixing the decals and markings to the shuttle buses at its expense. Any variations to the types of shuttle buses identified in this agreement supporting this program shall be at the approval of the University.
3.4 **American Disability Act (ADA) Compliance:** Contractor shall comply with all Federal Regulations on the ADA Accessibility Specifications for Transportation Vehicles. Contractor shall operate vehicles which are handicapped accessible, able to accommodate wheelchair bound persons, and conform to federal and state motor vehicle laws and regulations regarding safe operation. All vehicles operated on the WCSU shuttle bus route shall be ADA compliant.

3.5 **Shuttle Bus Drivers:** All drivers must be properly licensed and follow state and federal motor vehicle laws and regulations. WCSU reserves the right to conduct background checks on shuttle bus drivers and the right to request a driver be removed from the WCSU shuttle program at its convenience.

3.6 **Driver Uniforms and Identification:** The driver’s uniforms shall be provided by the contractor. Drivers are to wear light blue tops and dark blue pants. A University issued identification card must be obtained from the University’s WestConnect Office and displayed by the driver at all times while operating the shuttle.

3.7 **Snow Days/Class Cancellation or Delays:** The Contractor shall not charge for days when the bus is cancelled due to inclement weather or general campus closure. When classes are delayed, the bus will start running at least one (1) hour prior to the start of classes to give the students ample time to get to class. When classes are dismissed early, the bus will run at least one (1) hour after the last class to give students time to return to their residence halls. Contractor shall be advised by the University Police Department as to the times of delays and/or cancellations.

3.8 **Radios:** The bus drivers shall carry a two-way radio provided by the University Police Department for maintaining radio communications. The drivers shall obtain the radios from the University’s Police Department on a daily basis and return the radios at the end of each shift.

3.9 **Breakdown Service:** Contractor shall notify the University Police Department immediately in the event of a breakdown and must have a replacement bus available within one hour of breakdown. Failure to comply with this stipulation will result in non-payment for that day. Contractor shall not be excused from ADA compliance in the event of a breakdown.

3.10 **Ridership Reports and Changes in Bus Quantities and Schedules:** Contractor must maintain accurate rider reports for each day that the shuttle buses run. These reports shall show ridership counts at the time and location of each stop. Ridership reports shall be submitted at the end of each day to the University’s Police Department. The University will provide a sample ridership report form. If the ridership report does not show sufficient ridership to justify cost, as decided by the University, the number of hours and buses utilized may be reduced and the daily rate reduced proportionately. A minimum seven (7) days written notice will be given in the event of a reduction in routes, buses, or hours of operation. Conversely, if the ridership reports indicate either a need to increase the capacity of the buses operating or expand the operating schedule, the University shall notify the Contractor as to the required capacity levels and schedules and utilize the pricing structure detailed in section 4.1 of this Agreement.

3.11 **Card Readers:** The University may ask the contractor to allow electronic card readers to be installed in the shuttle buses to support the ridership reporting requirement to verify
rider numbers. Readers will be supplied by the University with installation being a joint effort by University staff and bus contractor staff. In the event the card readers are implemented and installed, Contractor shall allow for a daily download of the reader’s stored information.

3.12 **Emergency Contingency:** Contractor shall provide and maintain a plan which allows for the allocation of additional buses to handle an emergency at WCSU (e.g., evacuation of the campus, power outage on one of WCSU’s campuses necessitating the need to transport people to the other operating WCSU campus, etc).

3.13 **Passenger Safety:** During the operation of the shuttle buses, Contractor and its drivers shall observe and enforce a “no standee” policy. All bus passengers shall be seated during bus operations. Buses shall not operate beyond stated seating capacity levels.

4.0 Financial Scope

4.1 **Shuttle Bus Rates and Payment Terms:** WCSU shall pay Contractor per the following firm fixed, hourly rate structure by fiscal year (FY) for the shuttle bus program, with no escalation or de-escalation factors for fuel costs:

4.1.1 **Motor Coach buses retaining “go green technology”** with stated seating capacities:

**FY10**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Rate Structure</th>
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</thead>
<tbody>
<tr>
<td>54</td>
<td>Passenger Bus: $65/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>40</td>
<td>Passenger Bus: $60/hr. (5 hr. minimum), $55/hr. (6 hr. minimum), $50/hr. (7 hr. minimum)</td>
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<tr>
<td>32</td>
<td>Passenger Bus: $60/hr. (5 hr. minimum), $55/hr. (6 hr. minimum), $50/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>28</td>
<td>Passenger Bus: $60/hr. (5 hr. minimum), $55/hr. (6 hr. minimum), $50/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>24</td>
<td>Passenger Bus: $65/hr. (4 hr. minimum), $60/hr. (5 hr. minimum), $50/hr. (7 hr. minimum)</td>
</tr>
</tbody>
</table>

**FY11**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Rate Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>54</td>
<td>Passenger Bus: $67.28/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>40</td>
<td>Passenger Bus: $62.10/hr. (5 hr. minimum), $56.93/hr. (6 hr. minimum), $51.75/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>32</td>
<td>Passenger Bus: $62.10/hr. (5 hr. minimum), $56.93/hr. (6 hr. minimum), $51.75/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>28</td>
<td>Passenger Bus: $62.10/hr. (5 hr. minimum), $56.93/hr. (6 hr. minimum), $51.75/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>24</td>
<td>Passenger Bus: $67.28/hr. (4 hr. minimum), $62.10/hr. (5 hr. minimum), $51.75/hr. (7 hr. minimum)</td>
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</tbody>
</table>

**FY12**

<table>
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<tr>
<th>Quantity</th>
<th>Rate Structure</th>
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</thead>
<tbody>
<tr>
<td>54</td>
<td>Passenger Bus: $69.63/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>40</td>
<td>Passenger Bus: $64.27/hr. (5 hr. minimum), $58.92/hr. (6 hr. minimum), $53.56/hr. (7 hr. minimum)</td>
</tr>
<tr>
<td>32</td>
<td>Passenger Bus: $64.27/hr. (5 hr. minimum), $58.92/hr. (6 hr. minimum), $53.56/hr. (7 hr. minimum)</td>
</tr>
</tbody>
</table>
(28) Passenger Bus: $64.27/hr. (5 hr. minimum), $58.92/hr. (6 hr. minimum), $53.56/hr. (7 hr. minimum)
(24) Passenger Bus: $69.63/hr. (4 hr. minimum), $64.27/hr. (5 hr. minimum), $53.56/hr. (7 hr. minimum)

FY13
(54) Passenger Bus: $72.07/hr. (7 hr. minimum)
(40) Passenger Bus: $66.52/hr. (5 hr. minimum), $60.98/hr. (6 hr. minimum), $55.43/hr. (7 hr. minimum)
(32) Passenger Bus: $66.52/hr. (5 hr. minimum), $60.98/hr. (6 hr. minimum), $55.43/hr. (7 hr. minimum)
(28) Passenger Bus: $66.52/hr. (5 hr. minimum), $60.98/hr. (6 hr. minimum), $55.43/hr. (7 hr. minimum)
(24) Passenger Bus: $72.07/hr. (4 hr. minimum), $66.52/hr. (5 hr. minimum), $55.43/hr. (7 hr. minimum)

FY14
(54) Passenger Bus: $74.59/hr. (7 hr. minimum)
(40) Passenger Bus: $68.85/hr. (5 hr. minimum), $63.11/hr. (6 hr. minimum), $57.37/hr. (7 hr. minimum)
(32) Passenger Bus: $68.85/hr. (5 hr. minimum), $63.11/hr. (6 hr. minimum), $57.37/hr. (7 hr. minimum)
(28) Passenger Bus: $68.85/hr. (5 hr. minimum), $63.11/hr. (6 hr. minimum), $57.37/hr. (7 hr. minimum)
(24) Passenger Bus: $74.59/hr. (4 hr. minimum), $68.85/hr. (5 hr. minimum), $57.37/hr. (7 hr. minimum)

4.1.2 Hybrid Electric Bus: Contractor shall make available a (22) passenger hybrid electric bus at the following rates:

FY10: $65.00/hr. (7 hr. minimum)
FY11: $67.28/hr. (7 hr. minimum)
FY12: $69.63/hr. (7 hr. minimum)
FY13: $72.07/hr. (7 hr. minimum)
FY14: $74.59/hr. (7 hr. minimum)

4.2 Value of the Agreement: This Agreement shall carry a total not to exceed value of $3,000,000.00. Annual expenditures against this agreement shall be via purchase order issued to the Contractor by the University. Approval of the University, Contractor, and the State of Connecticut's Office of the Attorney General shall be obtained prior to any expenditure against this agreement above the not to exceed value of $3,000,000.00.

4.3 Billing and Payment Terms: Contractor shall bill WCSU monthly for the shuttle bus services. Contractor's invoice shall detail the types of buses operating, hourly rates, and hours of operation. Payment shall be Net 45 days after receipt of invoice and acceptable rendering of services.
4.4 **Performance Bond**: The Contractor shall furnish a performance bond in the amount of One Hundred Twenty Five Thousand Dollars ($125,000.00) made payable to Western Connecticut State University. Such bond shall be furnished within forty (40) days of the execution of this Agreement by the Contractor. The bond shall have as surety thereon such surety company or companies authorized to do business in Connecticut as are listed in the most recent Department of the Treasury circular #570. The performance bond shall be in effect for the entire term of this Agreement, but renewal annually shall be upon the anniversary date if acceptable to the University. The performance bond shall provide that in the event of non-renewal, the University’s Purchasing Office and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty one (21) calendar days after the University’s receipt of the non-renewal notice. Failure to maintain the required surety in force shall be cause for termination. The term of the bond shall be one (1) year, and it may be extended by the surety by Continuation Certificate. However, neither nonrenewal by the surety, nor the failure or inability of the Contractor to file a replacement bond in the event of nonrenewal, shall itself constitute a loss recoverable under the bond or any renewal or continuation thereof.

### 5.0 General Responsibilities of Both Parties

<table>
<thead>
<tr>
<th>Item/Service</th>
<th>Provided By</th>
<th>Paid For By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shuttle Buses and Drivers</td>
<td>Contractor</td>
<td>Contractor</td>
</tr>
<tr>
<td>Drivers’ Radios</td>
<td>University</td>
<td>University</td>
</tr>
<tr>
<td>Drivers’ Uniforms</td>
<td>Contractor</td>
<td>Contractor</td>
</tr>
<tr>
<td>Card Readers</td>
<td>University</td>
<td>University</td>
</tr>
<tr>
<td>Ridership Reports</td>
<td>Contractor</td>
<td>Contractor</td>
</tr>
<tr>
<td>WestConnect ID Card</td>
<td>University</td>
<td>University</td>
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<tr>
<td>Shuttle Bus Routes</td>
<td>University</td>
<td>University</td>
</tr>
<tr>
<td>Colonial Bus Decal Design</td>
<td>University</td>
<td>University</td>
</tr>
<tr>
<td>Colonial Bus Decal Installation</td>
<td>Contractor</td>
<td>Contractor</td>
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<tr>
<td>Performance Bond</td>
<td>Contractor</td>
<td>Contractor</td>
</tr>
<tr>
<td>Insurance and Certificate of Insurance</td>
<td>Contractor</td>
<td>Contractor</td>
</tr>
</tbody>
</table>
The undersigned hereby represent that they are fully authorized to execute this Agreement and
bind the parties hereto:

**Statutory Authority**
C.G.S. 10a-151b

Western Connecticut State University

By: [Signature]

Printed Name: James W. Schmotter

Title: President

Dated: 4/17/09

J&R Tours LTD

By: [Signature]

Printed Name: Ralph DiDonato

Title: President

Dated: 4/19/09

Office of the Attorney General – State of Connecticut

By: [Signature]

Printed Name: [Signature]

Title: Associate Attorney General

Dated: 5/26/09
Attachment A

Campaign Contribution Restrictions. On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitation of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

[Signature] 4/27/09
Civil penalties—$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences
Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seecc. Click on the link to “State Contractor Contribution Ban.”

Definitions:

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly
created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

[Signature] 4/27/09
ATTACHMENT B

Insurance

The Contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and or other) as applicable according to the nature of the service to be performed so as to “save harmless” the State of Connecticut for any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

Ralph DiDonato

President – J&R Tours

Date

5/1/09