

INVITATION TO BID

January 31, 2019

The Regional Supervision District Committee (referred to herein as the “Board”) is soliciting bids for student transportation services for transportation of the students of the Regional School District #4, Chester Board of Education, Deep River Board of Education and Essex Board of Education (referred to herein collectively as the “District”) for a five year contract beginning July 1, 2019. The Board is responsible for arranging transportation for the District’s students.

INTRODUCTION

The Boards of Education of Chester, Deep River, Essex, and Region 4 endeavor to work together as multiple Boards of Education to support the Region’s mission and strategic goals. High-achieving school districts intentionally align school goals, district goals, and Board goals to cultivate a mission-driven organization. The development of a cohesive educational program pre-kindergarten through grade twelve is a fundamental condition for educational excellence.

The Supervision District is unique to the educational system in Chester, Deep River, and Essex due to the complex multiple-board organizational structure. It is a key element facilitating regional cohesiveness. The Supervision District Committee provides oversight of the budget for the Central Administrative Office, which consists of the Superintendent, Assistant Superintendent, Director of Pupil Services, Director of Technology, and the Business Manager.

The Supervision District provides essential shared services to all of the Region’s schools including administrative and fiscal services, curricular organization, professional development, the provision of special services, legal support, personnel services, *student transportation*, and best practices. The Supervision District also provides teachers and staff who work, or are available to work, in any of the Region’s schools such as special education, preschool services, gifted and talented support, summer school, and elementary world language, music, and art teachers.

Sealed bids must be received by the Board not later than **2:30 PM on Friday, March 22, 2019** . Bids shall be opened and the names of bidders shall be publicly read at that time. *Facsimile or email bid responses will not be accepted.* Bids are to be sent in a sealed envelope marked with the bidder's name and address in the upper left hand corner addressed to:

Regional Supervision District Committee
c/o Regional School District #4
PO Box 187
1 Winthrop Road
Deep River, CT 06417
Attention: Kim Allen, Business Manager

Specifications and other information can be obtained at the above address between 9 am and 3 pm, Monday through Friday.

A mandatory pre-bid conference shall be held at 10:00 AM on Thursday, February 21, 2019 at the Central Office Conference Room at 1 Winthrop Road, Deep River, CT 06417.

Bids must be plainly marked in the lower left hand corner with TRANSPORTATION BID.

Bid security required: 10% bid bond, certified check or cashier's check made payable to [Regional School District #4] [Regional Supervision District Committee].

Bidders shall not include federal or state taxes in their bids for which public schools are exempt.

After the opening of bids, no bid can be withdrawn for a period of ninety (90) days.

The Board reserves the right to waive technical defects in bids; to reject any or all bids, in whole or part, and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of the Board, Regional School District No. 4, Chester Board of Education, Deep River Board of Education, Essex Board of Education and/or the towns of Chester, Deep River and Essex (collectively, the "Town").

The Board does not discriminate on the basis of sex, race, religion or national origin.

INSTRUCTIONS TO BIDDERS

The attached bid shall be signed by the bidder with full knowledge of an agreement with the general specifications, conditions and requirements of this bid.

Submit proposal in a sealed envelope marked with the bidder's name and address on the upper left hand corner.

Bids are to be plainly marked Transportation Bid in the lower left hand corner.

Bids received later than the date and time specified as the bid opening shall not be considered.

Amendments to or withdrawals of bids received later than the date and time set for bid opening shall not be considered.

Services shall comply with all applicable laws, rules, regulations and policies of the federal government and/or the State of Connecticut and the Board's transportation policies.

Purchases made by the Board are exempt from the payment of federal excise taxes and the State of Connecticut sales tax and such taxes must not be included in the bid prices.

A ten percent (10%) bid bond, certified check or cashier's check must be submitted with the bid. The 10% is calculated on the value of the first year of the projected costs contained in the bid for transportation services. The bid bond shall be held until a contract is executed or all bids have been rejected.

The successful bidder shall be required to furnish a Performance Bond for one hundred percent (100%) of the value of each year of the contract.

The Board reserves the right to waive technical defects in bids; to reject any or all bids, in whole or part, and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of the Board, Regional School District No. 4, Chester Board of Education, Deep River Board of Education, Essex Board of Education and/or the towns of Chester, Deep River, and Essex.

The Board may make such investigation as deemed necessary to determine the ability of the bidder to discharge its contract if awarded. The bidder shall furnish the Board with all such information and data as may be required for the purpose.

One or more bidders may be asked to provide additional information, to meet with the Board to discuss their bid, or to address such other issues as deemed important by the Board.

The Board also reserves the right to interview and negotiate with one or more bidders after the bids are opened and to modify the final contract based upon negotiations with bidders.

The Board reserves the right to reject any bid if the bidder fails to satisfactorily convince the Board that it is properly qualified by experience and/or does not have the facilities to carry out the work called for herein.

Conditional bids will not be accepted.

ROUTE INSPECTIONS ARE REQUIRED. REVIEW OF ALL EXISTING CONDITIONS IS THE RESPONSIBILITY OF THE BIDDER. Current routes are available on the Regional School District No. 4's website: www.reg4.k12.ct.us.

Specifications cannot be modified by anyone other than the Business Manager of the Board and shall be in writing.

Each bidder is responsible for making sure it gets the information it needs to make a responsible bid that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing to Kim Allen, Business Manager, via email at kallen@reg4.k12.ct.us prior to the end of business on February 28, 2019. A written request does not in any way diminish a bidder's responsibility to get the information it needs to make a bid.

Any modification to the bid documents will be made by addendum. Any addendum will be posted on the Regional School District No. 4's District's website (www.reg4.k12.ct.us) and mailed to all persons that have requested these bid documents and provided an address to the Board. Each bidder shall confirm prior to submitting its bid that it has received all addendum.

The successful bidder shall, after being awarded the contract, and before doing any work, furnish certificates of insurance, including automobile property damage liability, public liability and worker's compensation insurance in the amounts outlined in the bid specifications. Copies of insurance certificates shall be required at the beginning of each school year. **COPIES OF THE ACTUAL INSURANCE POLICIES MUST ALSO BE INCLUDED IN THE BID PACKAGE.**

The Bid shall be submitted with all of the information listed below.

1. Bid bond, certified check or cashier's check for ten percent (10%) of the bid price, as described herein.
2. The bidder is required to complete the CONTRACTOR AFFIRMATIVE ACTION STATEMENT, Appendix A, with their bid proposal package. The successful bidder shall comply in all respects with the Equal Employment Opportunity Act.

3. The contractor shall complete, sign, and return the BID SHEET, Appendix B.
4. The contractor shall complete and return the REFERENCE SHEET, Appendix C. The bidder, by submitting a bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Sheet without obtaining any other consent from the bidder.
5. The contractor shall complete, sign, have notarized, and return the NON-COLLUSION STATEMENT, Appendix D.
6. Location of proposed location of the bidder's lot that shall be used to perform services under the contract. The Contractor is solely responsible for obtaining a lot for the services under the contract.

The transportation services requested in these Bid Documents covers all vehicles, vehicle operators, equipment and services required to complete the transportation services, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the bidder, and the bid prices shall be "all-inclusive."

The Contractor will provide safe and effective transportation for those persons designated by the Board to locations to be designated by the Board. This transportation service will include not only transportation to/from students' residences, but also transportation runs throughout the day for various Board programs. The routes for transportation services are to remain as currently practiced by the current contractor of the Board, unless the Board authorizes otherwise.

The period of the Contract shall be for a five (5) year period commencing July 1, 2019 and terminating June 30, 2024.

The successful Bidder must execute the Contract with the provisions contained in Schedule 1, attached hereto and made a part hereof. **Each bidder should be thoroughly familiar with all the terms, conditions and provisions of Schedule 1.** The Contract may contain such other further additional provisions that the Board deems necessary. The successful bidder upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one (21) days after it receives notice of the award of the Contract, shall forfeit to the Board, as liquidated damages for such failure of refusal, the bid bond, certified check or cashier's check.

APPENDIX A

REGIONAL SUPERVISION DISTRICT (Chester, Deep River, Essex)

PO Box 187

Deep River, CT 06417

The Board, Regional School District No. 4, Chester Board of Education, Deep River Board of Education and Essex Board of Education are Equal Opportunity Employers, and will not transact business with firms that are not in compliance with all federal and state statutes and executive orders pertaining to non-discrimination.

In order to have your bid considered, you are required to complete and return the following Statement of Policy with the bid package.

It is the contractor's responsibility to ensure compliance with this policy during the contract period.

STATEMENT OF POLICY

It is the employment policy of the _____ [Name of Bidder] that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various equal employment opportunities and civil rights statutes noted above.

Date

Signed

(Name/Title of Company Officer)

Telephone

Street Address

City/State

APPENDIX B
PRICING SCHEDULE

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the transportation services, hereby proposes and agrees to fully perform the transportation services within the time stated and in strict accordance with the bid documents including furnishing any and all labor and materials, and to do all of the transportation services required to complete said transportation services in accordance with the bid documents for the following sum of money:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Daily Buses (Type I, 71 max) % increase	_____	_____	_____	_____	_____
Daily Buses (Type II) % increase	_____	_____	_____	_____	_____
Kindergarten % increase	_____	_____	_____	_____	_____
Late Bus (per bus) % increase	_____	_____	_____	_____	_____
Vinal Tech (1 bus) % increase	_____	_____	_____	_____	_____
Athletic Field Trip Hourly	_____	_____	_____	_____	_____
Trip Mileage % increase	_____	_____	_____	_____	_____
Trip Minimum % increase	_____	_____	_____	_____	_____

The Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the bidder must be prepared for, able to conform and agree

that such described transportation services will be provided under the Contract. The above prices are based on a per day per vehicle basis, unless noted otherwise.

Signed: _____

Bidder's Name

By:

Name

Street

City/State Zip

Date

APPENDIX C
REFERENCE SHEET

Company submitting bid: _____

List at least 3 Connecticut school districts with contact information with which you currently or have had (within the past 2 years) a student transportation contract.

APPENDIX D
NON-COLLUSION STATEMENT

The undersigned hereby declares that this bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Company Name

Signed: _____

By: _____
Name

Title

Street

City/State Zip

Date

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and Sworn to before me on this _____ day of _____, 2019.

Notary Public

SCHEDULE 1

Bid Requirements for Transportation Services

Section I - General Provisions

- A. The Board has high expectations for student transportation services. The highest priority of the contractor and its drivers is the safety of the individuals being transported. Below is a list of the criteria the Board expects the contractor to meet in fulfilling this agreement:
- a. To get the school aged children of the community to school safely and on time;
 - b. To provide highly skilled and courteous drivers;
 - c. To work continuously to maintain and improve an enviable safety record;
 - d. To keep vehicles in excellent mechanical condition;
 - e. To work with the school administration to improve service but not necessarily increase cost;
 - f. To understand the relationship between the quality of service and it's interdependency with parent relations;
 - g. To at all time, work in an effective and professional manner;
 - h. To work with the school administration to maintain the best possible parent/community relations.
- B. The Board and the contractor agree that the contractor shall be the agent to furnish regular, vocational, technical and agricultural, field trip (in-town and out-of-town), athletic and in-town special education services for the District's students and other authorized persons designated by the Board. The agreement period shall be for (5) five years, beginning July 1, 2019 through June 30, 2024. The Board reserves the right to utilize its own or leased vehicles, or engage another contractor for any field, athletic trip or for out-of-district special education transportation needs which occur during the course of this contract.
- C. The Board agrees to pay the contractor for requested services in transporting students on morning, mid-day, and afternoon routes according to the agreed upon fee schedule in Appendix B.
- D. The cost of vehicles used for mid-day pre-kindergarten routes, said vehicles will also be used for morning and afternoon routes, are averaged into the agreed upon total per unit, per day cost in Appendix B. It is anticipated that basic transportation for public schools within the Town shall be for 180 days per year. These requirements are subject to change.
- E. The contractor shall provide transportation services for extracurricular activities (sporting events, field trips, etc.) approved by the Board or its agents in accordance with the agreed upon fee schedule in Appendix B.

- F. Field trips within the boundaries of the Town will be billed at the agreed upon per hour wait rates in Appendix B. There will be no minimum or per mile charge.
- G. Late buses run will be billed at the agreed upon per hour wait rates on Appendix B. There will be no minimum or per mile charge.
- H. The Board reserves the right during the contract to change, alter, or amend its policies and regulations, in order that said policies may more accurately reflect circumstances which have made the policy changes necessary. At all times, the contractor shall be provided thirty (30) days written notice of any change and shall have the right to negotiated any rate increase related to any changes in policies and regulations.
- I. It is the contractor's primary responsibility to ensure that the contract and all of its terms and conditions are enforced in full.

Section II - Drivers

- A. The contractor agrees to provide properly trained and licensed drivers. All drivers shall meet all requirements of the State of Connecticut, the Department of Motor Vehicles, and any other federal, state, or local agency and shall: (1) be careful, courteous, and of good health and character; (2) have successfully passed physical standards as set forth by the State of Connecticut; and, (3) be familiar with federal, state, and local laws and regulations relating to the operation and control of school vehicles.
- B. The contractor shall perform on all drivers any drug and alcohol testing required by state or federal law, which testing shall be at the contractor's expense. No driver with a felony record in any jurisdiction shall be allowed to drive any vehicle in the performance this contract. The Board reserves the right to review all background, motor vehicle and/or criminal record checks obtained for any of the contractor's drivers utilized in the course of the agreement.

The Contractor, at its cost, shall perform criminal background checks annually and, for new personnel, prior to being assigned a route, on any driver, monitor or any personnel that will drive vehicles, who provide the student transportation services pursuant to the Contract. The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Connecticut Sex Offender Registry (the "Registry"). The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "DCF Registry"). If the Contractor receives any information that any such driver, monitor or any personnel that will drive vehicles

has a criminal record, is on the Registry or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry or the DCF Registry and any other related information to the Board. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.

- C. Prior to the effective date of each driver's service, the contractor shall furnish to the Board personal data of each driver including: driver's name, date of service, and operator's license number.
- D. The contractor shall also provide the Board with a master list of all drivers incorporating the above personal data prior to the first day of school in each contract year and shall grant access to driver qualification files as requested. No other drivers may be used without notice to the Board and the Board will immediately be notified of any driver changes.
- E. Each vehicle shall be operated by a person satisfactory to the Board, and the Board reserves the right to require the immediate removal and replacement of any driver who, in the Board's judgement, is not fitted by temperament, personality, or other reasons to operate a bus or vehicle transporting school children.
- F. If the Board mandates the removal of any driver that the Board feels to have demonstrated unsatisfactory character, appearance, and/or performance, the contractor shall immediately remove and replace such driver or be found in breach of the agreement.
- G. The contractor further agrees to give first priority for drivers' positions to Chester, Deep River and Essex residents that meet the contractor's employment requirements and to train and instruct candidates as may be selected, without cost to the Board.
- H. The contractor is responsible for the employment of drivers, maintaining the records and documentation of all employment practices pertaining to the drivers driving in the District including but not limited to: recruitment, hiring, promotions, discipline, training, and termination.
- I. The contractor is responsible for creating, conducting, managing, enforcing and documenting a formal driver training program for all of the drivers driving in the District. The Contractor shall provide the training required by Public Act No. 18-185, Section 3 to all drivers.

- J. The contractor is responsible to ensure its drivers adhere to the highest degree of courtesy and professionalism and that proper attire is to be worn by its drivers at all times.
- K. All drivers shall be trained prior to start of their service in accordance with state and federal laws and regulations. The contractor agrees to provide one safety seminar annually with attendance compulsory for all drivers. The contractor further agrees to make a school bus available at each school when requested by school principals to conduct student seminars. Upon the request of the Board, all drivers shall be given in-service training as necessary to acquaint them with the specific needs of special education children being transported and to equip them to meet those needs.
- L. The contractor is responsible for having on call a sufficient number of standby drivers in order to fully staff all vehicles in the case where regularly assigned drivers may be unavailable.
- M. Drivers are employees of the contractor which is responsible for its labor agreements with them.

Section III - Vehicles/Equipment/Facilities

- A. The contractor agrees upon the beginning of this agreement to furnish the Board sixteen (16) Type I diesel buses (minimum capacity 71), three (3) Type II buses/vans and have a wheelchair accessible Type II vehicle available upon the Board's request, all completely equipped to conform to the laws of the State of Connecticut and the United States governing the operation of school vehicles for the transportation of school children. All vehicles shall be no more than five years old as of July 1, 2019. During the term of the contract, the contractor shall use vehicles of that age or newer. More or fewer vehicles may be required by the Board as enrollments change during any given year of the agreement. Additional vehicles shall be at the price per vehicle/per day described in the Appendix B. Any reduction in vehicles shall reduce the amount the Board pays per vehicle/per day described in the Appendix B attributable to the vehicle(s) that are no longer needed. The contractor agrees to have on hand sufficient vehicles to perform this agreement, including spare buses to be used when necessary. All vehicles used shall be subject to the approval of the Board, which approval shall not be unreasonably withheld. The vehicles and all other signage, signals, and safety equipment will conform to the laws of the State of Connecticut.
- B. Each year of the Agreement, prior to the first day of school, the contractor shall provide the Board with a complete list of the vehicles that serve the District. The list shall include: the bus number, registration number, the trips the vehicle covers, the model year of the vehicle, mileage, and a copy of the most recent State of Connecticut inspection form for that vehicle. If a vehicle is added, deleted, or

substituted during the year, the contractor shall provide the above information to the Board.

- C. All equipment provided by the contractor shall be maintained in a condition of cleanliness, good mechanical order and safety, meeting the reasonable requirements of the Board, and in a condition which shall meet all requirements of the State of Connecticut and the Department of Motor Vehicles and all federal, state, and local agencies. Any bus or vehicle which the Board required to be equipped with special devices shall meet or exceed the minimum requirements established by the Department of Motor vehicles or any other federal or state agency.
- D. The contractor is responsible for conducting a regular inspection and maintenance program at intervals not to exceed 3,000 miles for all vehicles covered under the agreement and to maintain all records of inspections and maintenance.
- E. The Board reserves the right to review all inspection and maintenance records at any time.
- F. The Board or any authorized agents shall have the right to inspect any and all vehicles and their operations by riding as a passenger or by any other reasonable means.
- G. The Board reserves the right to mandate the replacement, removal, and/or maintenance of any vehicle covered under the agreement if it feels it to be unsafe, hazardous, and/or defective. Such vehicle shall be immediately replaced with a vehicle that is the same age or newer.
- H. The contractor is responsible for any and all maintenance, service, and/or repair costs needed to any vehicle covered under the agreement.
- I. The contractor agrees that in the event a vehicle covered under the agreement is not available for use, the contractor will be responsible, at its own expense, to provide replacement vehicles meeting the same standards as the vehicle not available.
- J. The contractor agrees to furnish additional vehicles or to delete vehicles if the Board determines the need for such action. Additional vehicles shall be at the price per vehicle/per day described in Appendix B. Any reduction in vehicles shall reduce the amount the Board pays per vehicle/per day described in the Appendix B attributable to the vehicle(s) that are no longer needed.
- K. The contractor agrees that all vehicles covered under the agreement will have sealed odometers.

- L. The contractor agrees to have available to the Board at all times a replacement vehicle for substitute and emergency use.
- M. All vehicles will be configured with the ability to shut off their engines and still operate their flashing lights when picking up and discharging passengers and waiting at the schools.
- N. Seatbelt installation will be in accordance with the State of Connecticut laws and regulations.
- O. All vehicles will be equipped with camera/recorders in good working order and will have signs posted "Video Surveillance in Use". The Board and its authorized personnel shall have access to tapes/data from the recorders without charge. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board.
- P. All vehicles are required to have child check systems in place and in working order.
- Q. All vehicles will be equipped with two way radios.
- R. The contractor agrees to operate, maintain, and repair at its own expense, all school buses and vans utilized during the term of this agreement. The contractor also agrees to pay registration and license fees, personal property taxes, insurance, and the salaries and benefits of vehicle drivers.
- S. The contractor agrees to furnish, no later than November 1st of each year of the contract, a summary listing by vehicle, indicating the total mileage run and pupils carried daily, with a further breakdown indicating miles run, pupils carried per route to each school and other points of destination, and fuel consumption.

Section IV - Routes/Schedules

- A. The Contractor shall transport only those pupils and individuals who are designated by the Board.
- B. On or before August 1st of each year of the contract, the contractor shall furnish the Board for its approval, modifications or authorization, a schedule for the operation of the vehicles over each route as proposed. The schedule will show the time each vehicle trip is to start, the locations along the route where pupils will be received or discharged, and the time each vehicle will arrive at school. The Board reserves the right to shorten or lengthen a route at any time. The Board shall provide the Contractor with general route descriptions and information relating to the number of pupils residing along the routes.

- C. The approved schedule must be followed as specified. No change in route shall be made by the contractor unless such change is made at the request of, or with the prior permission of, the Board or its authorized representative.
- D. Under no circumstances shall any authorized passenger be picked up or dropped off at any location or time not specified in the route schedule without the prior authorization of the Board.
- E. The contractor agrees to furnish vehicles for each school day as the Superintendent or Schools may direct. Decisions regarding late openings or early dismissals will be made by the Superintendent of Schools in conjunction with the contractor's on-site supervisor and local officials. On days when schools will be opened later or closed earlier, the contractor shall have the personnel and equipment necessary to transport the students on such occasions.
- F. In the event of inclement weather or unusual highway conditions, alternate routes may be used at the discretion of the contractor without formal approval of the Board. Such alternate routes shall be used only so long as the emergency or unusual conditions exist, and it is understood that no additional compensation will be made for additional distance traveled or time spent. If an alternate route is used, the driver shall immediately inform the coordinator by radio of the change, and the coordinator shall immediately inform the Superintendent of Schools.
- G. The parties agree that: (a) no pupil may arrive at school earlier than thirty (30) minutes before the time shown on the route schedule; (b) no pupil may be required to board any vehicle more than sixty (60) minutes before the arrival time as specified for school attended; and, (c) no pupil may be required to wait more than thirty (30) minutes after the specified dismissal time before boarding his/her vehicle.

Section V - Operations

- A. The contractor and its operators shall be required to comply with the laws of the United States and the State of Connecticut and with all regulations and requirements of the State Department of Motor Vehicles and Public Utilities Commission, the procedures and policies of the Board, and the laws and regulations of any other federal, state, or local agency, whether said laws, regulations or policies are presently in force, or enacted subsequent to the date of this agreement.
- B. The contractor is responsible for maintaining Standard Operating Procedures for its drivers.
- C. Vehicles operated under this agreement are prohibited from carrying more passengers than can safely sit in the vehicle. Standees are not permitted at any time.

- D. Drivers are required inspect each bus at the end of each run (morning, mid-day, afternoon, late bus, field trip, athletic contest) to ensure no students are left on the bus. Leaving a child on a bus is grounds for the Board to require the immediate termination of the driver.
- E. Drivers are prohibited from engaging in any activity that potentially or actually puts his/her passengers in danger.
- F. In the event of an accident or other emergency, drivers are to immediately contact their supervisor and/or emergency personnel using 911 if appropriate and available.
- G. Any accident involving vehicles or passengers shall be reported to the office of the Superintendent of Schools as soon as possible and not later than twenty-four (24) hours from the time of said accident. A detailed written report must be submitted to the Board as soon as possible and not later than five (5) weekdays after the date of such accidents.
- H. Contractor must have a procedure in place to insure no student is left on any vehicle at the end of a run and after drop-off. In no event shall a driver leave a vehicle unattended while it is occupied by any student. Only individuals specifically designated or authorized by the Board and/or the Contractor will be allowed to ride the vehicles. The Board delegates to the contractor the necessary authority to supervise and to control the students on the buses and vans operated pursuant to such rules as are adopted by the Board. Such authorization shall not, however, include the right to administer corporal punishment, nor the right to eject any student in-route or otherwise.
- I. The contractor shall be fully responsible for the supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student makes contact with the school bus or van and shall be deemed to have ended when the student has completely alighted from the bus or van at a reasonable, safe place, including crossing the street (if allowed in the route description), in view of the circumstances prevailing.
- J. Drivers shall report promptly to the school principals the name of any pupil whose conduct is such as to endanger the driver or other riders or the operation of the vehicle. Upon receiving such information, the Board agrees to respond in the appropriate manner up to and including prohibiting the student from riding the bus.
- K. The contractor or its appointed representative shall be qualified to have general and overall supervision of the vehicles operated under the contract. The contractor or its appointed representative must be available to the representative of the Board at all times during the school hours of each school day during the

school year and during all hours when pupils are being transported by the contractor. The contractor shall maintain an office located within one of the towns (Chester, Deep River or Essex), which office shall be staffed and equipped so as to effectively handle communications, correspondence, dispatching, complaints, and other problems normally related to pupil transportation. The contractor shall install, at its own expense, in the contractor's office and in each vehicle a two-way radio to enable communication between said office and drivers. The contractor shall install, at its own expense, a device in the office of the Superintendent of Schools to enable the Superintendent to monitor communications between the Regional School District #4 Central Office and drivers.

- L. Complaints arising from the operations under the agreement will be first addressed by the contractor. Complaints not satisfactorily resolved by the contractor will be referred to the Superintendent of Schools for action. Documentation involving complaints will be maintained by the contractor for a period of not less than one year from the time of resolution of the complaint.
- M. The contractor agrees to make available vehicles to be used by the schools to conduct bus evacuation drills.
- N. In the event of an emergency requiring evacuation of one or more of the District's schools, the contractor shall have enough resources on hand to provide orderly and safe transportation to a location determined by the Superintendent of Schools.
- O. The Board reserves the right to place transportation aides in any vehicle to accompany and to attend to the needs of any student designated by the Superintendent of Schools or the Director of Pupil Services as a special education student.
- P. The contractor shall provide a full-time transportation coordinator who shall run the contractor's operations related to this contract. The Board shall have the right to approve the full-time transportation coordinator. Once approved, this coordinator shall be an employee of the contractor and shall be subject to its supervision and direction. The cost of the coordinator's salary, benefits and other expenses associated with his or her employment shall be established and paid by the contractor as part of the contract price. The coordinator shall not be allowed to drive temporarily or permanently any vehicle or bus used in the performance of this agreement except in unusual circumstances and only then with notification provided to the Superintendent of Schools. The Board reserves the right to require the contractor to remove the coordinator upon request from working in connection with the District transportation and to obtain a replacement.
- Q. The Board or its agent shall purchase, at its own expense, all diesel fuel necessary to meet the requirements of bus transportation for children under the contract. This fuel may only be used to provide services under the contract. The diesel fuel

shall be delivered to and stored at the contractor's facility. The contractor shall maintain and operate all vehicles used in the performance of this agreement to achieve maximum savings in the use of diesel fuel. This includes minimizing idling time.

Section VI - Insurance

- A. Upon execution of the agreement, and prior to August 1st of each year, the contractor shall file with the Board, certificates of insurance issued by an insurance company authorized to do business in the State of Connecticut, showing insurance coverage as follows and covering the legal liability of the contractor and the Board and its agents and employees. Thirty days prior notice is required to be given to the Board if it is anticipated that insurance will be reduced or cancelled.
- Commercial General Liability with a combined single limit of \$10,000,000 including abuse and sexual molestation coverages. Abuse and sexual molestation is a per occurrence limit.
 - Employment Practices Liability Insurance with third party liability with a limit of \$10,000,000
 - Cyber Liability with a limit of \$1,000,000 including Data Breach Expense
 - Business Automobile Liability Insurance with combine single limit of \$10,000,000 covering the use and operation of all vehicles under the Agreement.
 - Physical damage including Comprehensive and Collision coverages with a \$1,000 deductible
 - Medical payments coverage of \$5,000 on each student/occupant for both Commercial General and Business Automobile.
 - Workers' Compensation in accordance with the statutory requirements of the State of Connecticut.
- B. The insurance coverage carried shall never be less than that which may from time to time be required by the State of Connecticut and shall cover the entire period of the contract.
- C. The contractor will, at all times, hold harmless, defend, and indemnify, the Board, Regional School District No. 4, Chester Board of Education, Deep River Board of Education, Essex Board of Education and the Towns of Chester, Deep River and Essex and their respective officials, officers, employees and agents from and against any and all liability, damages, loss, claims, accidents, costs, expenses, including attorney's fees, arising out of the contractor's operations, activities, negligence, breach of contract or omissions, or those of its employees, agents or personnel in furnishing the services provided herein.

- D. The contractor shall maintain in force during the full term of this contract policies commercial general liability, auto liability, workers' compensation and employers liability, and umbrella liability that is "fully following form to underlying (if needed). The policies shall name the Board, Regional School District No. 4, Chester Board of Education, Deep River Board of Education, Essex Board of Education and the Towns of Chester, Deep River and Essex, and all of their respective employees and volunteers as additional insureds. The contractor shall provide the Board with a copy of its Certificate of Insurance and a copy of its insurance policy as well as the endorsement naming the additional insureds. The contractor's insurance coverage will be primary and non-contributory in the event of any damage and/or loss.
- E. The contractor's insurance carrier will waive all rights of subrogation against the Board, Regional School District No. 4, Chester Board of Education, Deep River Board of Education, Essex Board of Education and the Towns of Chester, Deep River and Essex and all of their respective officers, employees, agents, and volunteers on all policies.
- F. The Board reserves the right to review, investigate and/or inquire into the contractor's insurance policy. The contractor will assist the Board in obtaining such information if necessary.
- G. The contractor shall procure and maintain in force a performance bond from an insurance company licensed to do business in the State of Connecticut for the benefit of the Board, Regional School District No. 4, Chester Board of Education, Deep River Board of Education, Essex Board of Education and the Towns of Chester, Deep River and Essex conditioned upon the faithful performance of the terms of this contract in an amount equal to one-hundred percent (100%) of the contract amount as estimated each year of the contract. The bond may be furnished for one (1) year periods commencing August 30th and ending August 29th of each year but each such one (1) year bond shall be furnished and delivered to the Board by June 1st of each year preceding the August commencement date of each such bond. The contractor will be notified by April 1st of each contract year of the succeeding year's estimated cost for bond limit purposes.

Section VII - Independent Contractor

- A. The contractor shall be an independent contractor. Neither the contractor nor its employees shall be held or deemed in any way to be the agent or employee of the Board.

Section VIII - Payments

- A. The Board agrees to make payments to the contractor within thirty (30) days after receipt of an invoice for services provided in the prior month.

- B. The parties agree that no other payments shall be made to the contractor who shall furnish all of the vehicles, drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the contractor's duties. The parties agree that mileage for all vehicles is included in the contract price.
- C. The Contract price payable for each vehicle used in providing services under this Contract is detailed in Appendix B, which is attached hereto and incorporated herein. The number of vehicles needed under this Contract will vary. The cost of each vehicle will be determined by the type, year of the Contract and the cost per day specified for that type of vehicle as listed in Appendix B. Under no circumstances is Contractor authorized to charge overtime to the Board.
- D. The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of the contract. Payments for such services shall not be made until the contractor has made corrections which are acceptable to the Board. The Board shall not pay for any services that have not been provided. In addition, the contractor shall remove, or the Board may deduct the amounts (paid as liquidated damages) described in Sections E through K of this Section.
- E. If at any time the contractor does not provide the required number of buses or drivers necessary under the contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the Board's expense for engaging alternate transportation during the period that the contractor is not in compliance with the terms of the contract, whichever amount is greater.
- F. If the contractor does not supply the necessary spare vehicle(s) to operate the transportation program within the thirty (30) minute reporting requirement, the Board shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus a \$50.00.
- G. The contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- H. If at any time the contractor uses a driver in the performance of the contract who has not been approved by the Board and/or does not meet the requirements of the State of Connecticut, the contractor is liable for deductions of \$150.00 per day

from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.

- I. In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, the Board shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the contractor. There will be no payment to contractor for days no service is provided, and contractor is responsible for financial liability to the Board.
- J. All Type II vehicles and Type II wheelchair vehicles are required to have air conditioning to meet the needs of students with disabilities. A \$100 per day per bus penalty may be assessed for any bus that is in use on a run where the air conditioning is required and where the air conditioning is not operable.
- K. A reliable transportation system is important to meet the education requirements of the students and the Board. To this end, students must be picked up in the morning in a timely and consistent manner, and students must be delivered home in the afternoon in an efficient manner. If a bus is more than fifteen (15) minutes late in the morning or afternoon, the Board reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the contractor cause the late pick-up (weather, traffic, etc.), and contractor has provided the Board with information on such situations, the penalty will not be assessed.

Section IX - DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the contract, the contractor, in the sole discretion of the Board: (a) has failed to provide the level of services required under the contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the contract other than as provided herein; (i) fails to provide the insurance required under the Contract; (j) fails to provide the Performance Bond required under the Contract; or (k), fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- B. The above remedies are in addition to any other remedies the Board may have.
- C. In the event of contract termination by the Board, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with the contract are last performed by the contractor.

- D. Upon termination of the contract pursuant to this article, the contractor (and its surety) will be responsible for all of the Board's expenses, losses and damages incurred in replacing contractor for the remainder of the term of the contract.
- E. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original contract, irrespective of the performance bond.

Section X - MISCELLANEOUS PROVISIONS

- A. No part of the Contract shall be assigned or subcontracted without the prior written approval of the Board.
- B. The bid documents, including the Invitation to Bid, Instructions to Bidders, Bid Requirements and all appendices executed by contractor, dated January __, 2019 (the "Bid") will be specifically incorporated into the Contract.
- C. If any provision of the contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from the contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- D. The contract and all exhibits attached to the contract shall constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- E. The contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- F. No failure by Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.
- G. The Board is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). The Board is entitled to receive a copy of records and files related to the performance of the transportation services, and such records and files are subject to FOIA and may be disclosed by the Board pursuant to FOIA.

Section XI - STUDENT DATA PRIVACY

- A. Student Data. This Section shall identify the obligations of the parties relative to the safety and confidentiality of student information and student records and student generated content (collectively, “student data”) received or obtained by the Contractor from the Board in connection with this Contract.
- B. Definitions. For purposes of this Contract, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).
- C. General Provisions.
1. The parties agree that this Section controls over any inconsistent terms or conditions contained within any other agreement entered into by the Contractor and the Board concerning student data.
 2. The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning student data that is applicable to the Board without the written agreement of the Board.
 3. All student data of the Board provided or accessed pursuant to this Contract is and remains under the control of the Board. All student data is not the property of, or under the control of, the Contractor.
 4. The Board may request that the Contractor delete or destroy student data related to the Board in the Contractor’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete or destroy the requested student data within two (2) business days of receiving such a request.
 5. The Contractor shall not use student data for any purposes other than those authorized in this Contract, and may not use student data for any targeted advertising.

6. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian of the Board, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

D. Security and Confidentiality of Student Data. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Contract.
2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Contract for the purpose of storing student-generated content.

F. Data Breaches

1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data of the Board, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to:

_____, Email: _____

and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

Names of student(s) whose student data was released, disclosed or acquired;

The nature and extent of the breach;

The Contractor’s proposed plan to investigate and remediate the breach.

2. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
3. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the e Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications required by Conn. Gen. Stat. § 10-234dd.

G. Term and Termination.

1. Upon the expiration or termination of this Contract, for any reason, Contractor shall return or, if requested by the Board, delete or destroy all student data maintained by Contractor on behalf of the Board, without retaining any copies.
2. The provisions in this Section shall remain in effect while this Contract is in effect, shall survive the termination of this Contract and shall terminate when all of the student data maintained by Contractor on behalf of the Boards is

returned to the Board and/or properly and completely deleted or destroyed or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of subsection 3 below.

3. In the event that the Contractor determines that returning or completely deleting or destroying the student data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such student data and shall maintain its security pursuant to this Contract for so long as the Contractor possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Contractor's databases following the recovery from a disaster, the Contractor shall delete all such student data immediately.