

REGION SCHOOL DISTRICT 14 REQUEST FOR PROPOSALS

The Region 14 Board of Education (hereinafter, the “Board”) invites the submission of bid proposals from qualified bus transportation companies for the furnishing of student transportation services for the Region School District 14 (the “District”) for a five (5) year contract beginning on July 1, 2025.

Scope of Work: The Board is requesting Bid Proposals (“Bids”) for the provision of a range of student transportation services including but not limited to: public home-to-school, vocational technical schools including, Abbott Technical School, Kaynor Technical School and Oliver Wolcott Technical School, in-town special education, out-of-district special education, pre-school transportation, summer (extended school year) transportation; and extra-curricular busing, including field trips and sports trips. Further information is set forth herein.

RFP Documents: Request for Proposal documents may be obtained at the District’s Office, 5 Minortown Road, Woodbury CT 06798, or online at the Region 14 website at

<https://www.ctreg14.org/district/business-services/bids>

Proposal Deadline: Bid proposals will be accepted until **Friday November 22, 2024 at 11:00 AM** at which time the bid proposals will be publicly opened and read aloud. Each bid must be submitted in duplicate copies in a sealed envelope and clearly labeled on the outside of the envelope with the bidder’s name, the Bid Number and the Title of the bid in the upper left-hand corner, and shall be submitted to

Region School District 14
5 Minortown Road
Woodbury, CT 06798
Attention: Tina Tanguay, Director of Finance and Operations

Bids shall be completed and delivered in accordance with all of the requirements of this Request For Proposals (the “RFP”) no later than the Proposal Deadline. No emailed or faxed Bids will be accepted. Please refer to the RFP Documents for other important dates and submission requirements.

The Board reserves the right to amend or withdraw this Request For Proposals for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid per the sole judgment of the Board, and to make such award (or make no award) of a contract in connection with this Request For Proposals all as determined by the Board, in its discretion, to be in the best interest of the Board. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Board, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of Board to reject any and all

Bids, in whole or in part. No Bid will be accepted or opened that is not submitted in compliance with the requirements of the RFP Documents.

INSTRUCTIONS TO BIDDERS

1. Bids shall be received from Bidders for the furnishing of all vehicles, vehicle operators, equipment, technology and services necessary to perform the transportation services in accordance with the Equipment Requirements described in Schedule 1 (the “Equipment Requirements”) and the terms and conditions contained in the Form of Contract attached hereto as Schedule 2 (the “Form of Contract”).
2. The transportation services requested in this Request For Proposals include all vehicles, vehicle operators, mileage, equipment, technology and services, except fuel, to provide the transportation services described herein, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and therefore the bid prices shall be “all-inclusive.” To avoid any doubt, Bid prices shall include all of the Equipment Requirements and the terms, conditions, requirements, obligations, provisions and particulars described in the Form of Contract and this RFP. Fuel will be provided by the District in accordance with the terms of the Form of Contract (Section 8).
3. The successful Bidder shall execute a Contract substantially in the Form of Contract attached hereto in Schedule 2 (the “Contract”). Each Bidder should be thoroughly familiar with all the terms, conditions, requirements, obligations, provisions and particulars in this Request For Proposals, including, without limitation, Schedule 1 and Schedule 2. The Contract may contain such other further additional provisions that the Board deems necessary. The duration of the Contract shall be for a five (5) year period commencing July 1, 2025 and terminating June 30, 2030 (the “Term”).
4. When a Bid is executed and submitted by Bidder, the Bidder acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements described in this RFP and any amendments made thereto.
5. The Bids shall be submitted no later than Friday November 22, 2024 at 11:00 AM. Bids received later than such date and time will not be considered and will be returned unopened.
6. The Bidder shall submit two (2) copies of the Bid in accordance with the submission procedures set forth herein.
7. The successful Bidder shall be required to comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the successful Bidder to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as

the contents of any transportation manual or other rules, regulations and policies of the Region 14 Board of Education.

8. Each Bidder is responsible for ensuring that it obtains the information it requires to make a responsive and responsible bid that enables it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing to Tina Tanguay via email at ttanguay@ctreg14.org prior to the end of business on Monday November 18, 2024. Responses to inquiries will also be by Addendum, as set forth in this Request For Proposals. A written request does not in any way diminish a Bidder's responsibility to get the information it needs to make a Bid. All communications from prospective Bidders to the Board must be made in writing to the Board's contact person indicated above.
9. Purchases made by the Board are exempt from the payment of federal excise taxes, as well as State of Connecticut sales tax. Such taxes should not be included in the bid prices.

Current routes are available on the Region 14 website:

<https://www.ctreg14.org/studentsparents/bus-routes>

As of the date hereof, the Board currently estimates that it needs the vehicles set forth below for regular home-to-school transportation. Note that, while the Board currently is not using vans, it may have used one from time-to-time in the past.

Type of Vehicle	Quantity
Type I – (77 passenger bus)	18
Type II – (24-26 passenger)	2
Type II wheel chair passenger	1

The Board's current schools and bell times are detailed in Schedule 3. The current number of vehicles and schools and bell times may change from time-to-time throughout the Term and are listed here for informational purposes only.

10. 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 Form of Contract. Copies of insurance certificates shall be required at the beginning of each school year.
11. The Board may make such investigation as deemed necessary to determine the ability of the Bidder to discharge the Contract, if awarded. The Bidder shall furnish the Board with all such information and data as may be required for this purpose.

12. 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.
13. The District also reserves the right to interview and negotiate with one or more Bidders after the bids are opened. The District reserves to itself the right to be the sole judge of which Bid best meets the needs of the District. The District has the right to modify the final Contract based upon negotiations with bidders. Prior to identifying the successful Bidder and during the Term, the District reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and cost of the enhancements offered by the Bidder to the District.
14. Any modification to this Request For Proposals, or clarification thereof, will be made by Addendum. Responses to inquiries will also be by Addendum. Any Addendum will be posted on the Region 14 website.

<https://www.ctreg14.org/district/business-services/bids>

Each Bidder shall confirm prior to submitting its Bid that it has received each and every Addendum issued by the Board related to this Request For Proposals.

15. The Board also reserves the right to discuss the scope of services and specifications with one or more Bidders and to make such modifications as the Board in its sole discretion, deem to be in the Board's best interest.
16. The Board reserves the right to amend or withdraw this Request For Proposals for any reason whatsoever. The District reserves the right to accept or reject any or all Bids, in whole or in part, and to make such awards, in whole or in part, including accepting a Bid or part of a bid, that in its judgment will be in the best interest of the Board, even if such Bid is not the lowest dollar-cost proposal. The District reserves the right to waive any informalities, irregularities, technical defects, non-material deficiencies or procedural irregularities in any Bid submission. No Bid will be accepted or opened that is not submitted in compliance with the requirements of the Bid Documents.
17. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to the Contract.
18. Bids shall be mailed or delivered (no facsimile or email Bids will be accepted) to:

Region School District 14
5 Minortown Road
Woodbury, CT 06798
Attn: Tina Tanguay, Director of Finance and Operations

BID PROPOSAL REQUIREMENTS

1. The Bid shall be submitted, at a minimum, with all of the information described in this Request For Proposals, including the Appendices and Schedules attached hereto. By submitting a Bid, each Bidder hereby agrees to provide the Required Equipment described in Schedule 1 and to execute a final Contract with the Board in the Form of Contract. The Bid must be accompanied by a bid bond in the amount of five percent (5%) of the first year's bid price.
2. All Bid Prices quoted by Bidders shall be firm prices for a period of ninety (90) days from the Bid Deadline. If awarded the Contract, the Bid Price shall be firm prior to the execution of the Contract and then during the Term.
3. No right shall accrue to any Bidder submitting a Bid until execution of the Contract by a duly authorized officer of the Board.
4. All Bidders shall read and execute the Non-Discrimination Memorandum, in the form of Appendix A, attached hereto and made a part hereof.
5. Each Bidder shall read, complete and execute the "Pricing Schedule" in the form of Appendix B.
6. All Bidders shall read and complete the reference check form attached as Appendix C ("Reference Check"). The Bidder, by submitting a Bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Bidder. Such Reference Check is incorporated into and made a part of each Bid.
7. In addition to those districts listed on the Reference Check, each Bidder shall provide a list of school districts for which the Bidder currently provides transportation services pursuant to a signed, written transportation contract.
8. All Bidder shall read, complete and execute the Non-Collusion Statement in the form attached as Appendix D in which the Bidder shall declare that its Bid is made without any connection with any other person or entity making any Bid for the same services, 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 Bid or in the services to which it relates, or in any portion of the profits therefrom.
9. Following the Proposal Deadline, Bidders may be asked to show evidence to the Board of satisfactory financial and moral responsibility to perform the Contract throughout the Term. If requested, Bidders shall provide data to indicate its financial condition, including audited financial statements for the last three (3) years, if available. A description of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder within the last seven (7) years may also be requested.

10. Each Bidder shall provide evidence that sufficiently demonstrates it is able to furnish a performance bond, with surety, for the benefit of the Board, as obligee, which such bond would ensure the Bidder's full and faithful performance of all of the obligations under the Contract, and which bond shall be in a penal sum amount not less than one hundred percent (100%) of the annual price under the Contract. The sufficiency of any evidence so submitted shall be determined in good faith by the Board, in the Board's sole and exclusive discretion. The successful Bidder shall be required to post a 100% performance bond, which shall remain in force for the contract Term, unless this requirement is waived by the Board at the Board's sole option. If the requirement for a performance bond is waived, the successful Bidder shall allow a credit of two and one half percent (2.5%) to be deducted from its charges to the Board, representing the estimated premium cost of the bond not provided.
11. All Bidders shall disclose all pending and threatened litigation in which such Bidder is named (either suing or being sued), as well as any judgments and/or liens in which it is involved.
12. Each Bidder shall address the Bidder's programs and efforts to secure a qualified number of competent vehicle operators to meet the needs of the Board. Each Bidder will include a statement of any requirements for operators of vehicles which are in addition to any requirements enumerated in federal, state or local law, rules or regulations.
13. Bidders are encouraged to include statements or descriptions relative to their safety programs, as well as any specialized training for new and experienced drivers and bus monitors; accident reduction programs, vehicle maintenance and inspection programs; computerized fleet maintenance, and management and routing systems.
14. Each Bidder shall provide to the Board its ownership information. The Bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to the Contract. Each Bidder shall also provide the information regarding how long the organization has been engaged in school and special education transportation services.
15. Each Bidder shall be prepared to provide a list of key management personnel and their resumes, and describe key manager's experience with student transportation. The successful Bidder shall, prior to the execution of the Contract, provide the name of the contact person required in the Contract and the names of supervisors who will manage the daily transportation operations for the Board, including regular and emergency phone numbers to contact the Contractor.
16. Each Bidder shall provide the location or proposed location of the bus lot that shall be used to perform services under the Contract, including property ownership information, property details, and location information. Such location or proposed location must be located in either the Town of Woodbury or Bethlehem.

17. In order to assist the successful Bidder to acquire a suitable base of operations within either the Town of Woodbury or Bethlehem, the Board may elect to supply a vehicle parking and storage area within the town boundaries for use as a bus lot. Should the Board make such an election, the Board shall notify the successful Bidder by February 1, 2025 and the successful Bidder shall have the option to negotiate with the Board's representatives to define a rental charge to be deducted from the successful Bidder's monthly invoices, or to decline the proposed town bus lot, and to conduct its operations from a facility of its own choosing that conforms to the requirements of this RFP. The rental charge shall reflect the prevalent rental charges for property in the local area, and further reflect the cost of any improvements to the property to be made by the successful bidder.
18. Each Bidder shall provide a listing of vehicles intended to be used for the performance of the Contract, with date of manufacture and basic specifications.
19. Each Bidder shall provide proof of a computer program designed for the Region 14 transportation grid to be used by the Contractor during the Term. The Board reserves the right to use its own software.
20. As stated in the INSTRUCTIONS TO BIDDERS paragraph 2, the transportation services requested in this Request For Proposals include all vehicles, vehicle operators, equipment, technology and services, except fuel, 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." Bid prices shall also include video camera technology (to be placed on the inside and on the outside of each bus), with audio capture compatibility, as well as other required equipment and technology as set forth in the Equipment Requirements and the additional requirements in the Form of Contract.
21. Each Bidder is required to familiarize themselves with all requirements, locations, travel distances and traffic conditions prior to submitting a Bid.
22. The Contract may not be assigned or transferred without the written consent of the Board, which such consent shall be granted or withheld in the Board's sole and absolute discretion.
23. A Bid submitted by a Bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted; that is, brokered contracts will not be permitted.
24. It will be assumed that all terms of this Request For Proposals, including the Equipment Requirements and the contractual terms contained in the Form of Contract, will be complied with and will be considered as part of the Bid, unless an exception is expressly indicated. Bidders shall provide full details of any proposed exceptions to this Request For Proposals or proposed modifications to the Equipment Requirements, and/or the contractual terms contained in the Form

of Contract. Details of any such exceptions or modifications shall be submitted separately and attached to the Bidder's Bid.

25. Information submitted in accordance with the Request For Proposals is subject to the Connecticut Freedom of Information Act, including the provisions of Section 1-210 of the Connecticut General Statutes.
26. Neither the Board nor Region School District 14 shall be liable for any costs incurred by a Bidder or potential Bidder prior to the Board's execution of a final Contract in for transportation services.
27. News releases pertaining to this Request For Proposals or the services to which it relates will not be made without prior written approval and then only in coordination with the Board.
28. The work and services described in this to Request For Proposals includes the performance of activities directly affecting the safety of students served by the Board and the public generally. The Board may make any investigation necessary to determine the ability of a Bidder to fulfill the services required in the Contract, and the Bidder shall furnish the Board with all such information for this purpose as the Board may request. If, in the sole opinion of the Board, the Bidder has not provided a responsive Bid or the Bidder is not properly experienced, qualified or responsible to perform any of the obligations of the services required in the Form of Contract, the District reserves the right to reject its Bid.

AWARD

1. The Board will endeavor to make an award within ninety (90) days after the Proposal Deadline and Bid opening, and all Bid Prices quoted by Bidders shall be firm during that ninety (90) day time period. The Board further reserves the right to make awards following this initial ninety (90) day period to any Bidder who has not provided written notice to the Board that its Bid has been withdrawn. If awarded the Contract, the Bid Prices shall be firm prior to the execution of the Contract and then during the Term.
2. The Board will evaluate every written Bid submitted and reserves the right to be the sole judge as to which Bid (if any) meets the needs of the District and whether the Bid was responsive to this Request For Proposals.
3. During the Term, the Board reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder to the Board.

APPENDIX A

**NON-DISCRIMINATION MEMORANDUM
REGION SCHOOL DISTRICT 14 BOARD OF
EDUCATION**

Region School District 14 Board of Education is an Equal Opportunity Employer, 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 the Bidder's Bid considered, the Bidder is required to complete and return the following Statement of Policy with its Bid.

It is the Contractor's responsibility to ensure continuing compliance with this policy throughout the Term of the Contract, if awarded.

STATEMENT OF POLICY

It is the employment policy of the undersigned Bidder that there shall be no discrimination against anyone on the grounds of race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), veteran status or gender identity or expression in the hiring, upgrading, demotions, recruitment, termination and selections for training. The undersigned Bidder further represents that it is in full compliance with the Region School District 14 Board of Education non-discrimination policy.

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

Signed: _____
Name of Bidding Company

Street Address

City State Zip

By: _____
Signature

Name and Title of Signer

Date

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 terms contained in this Request For Proposals, 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 terms contained in this Request For Proposals for the following sum of money:

DAILY BUSES AND VANS	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Type I – (77 passengers) Daily rate /Hourly rate	\$	\$	\$	\$	\$
<i>% increase</i>					
Type II – (24-26 passengers) Daily rate /Hourly rate	\$	\$	\$	\$	\$
<i>% increase</i>					
Type II (with wheel-chair) lift Daily rate /Hourly rate	\$	\$	\$	\$	\$
<i>% increase</i>					
Vans – (5 to 8 passengers) Daily rate /Hourly rate	\$	\$	\$	\$	\$
<i>% increase</i>					
Monitors Daily rate /Hourly rate	\$	\$	\$	\$	\$
<i>% increase</i>					
Athletic / Field Trip*	\$	\$	\$	\$	\$
Active Drive Time (per mile)*					
Waiting time (hourly)*					
<i>% increase</i>	\$	\$	\$	\$	\$

*To avoid any doubt, Athletic and Field Trips shall be charged in the following manner: active drive time between the bus lot and the final destination shall be charged on a per/mile basis and all waiting times while the bus is at the athletic or field trip destination shall be charged at an hourly rate, which shall be rounded up to the nearest fifteen (15) minute increments. For example, if a bus

traveled ten (10) miles each way to a sports game and the bus waited for two (2) hours while the game was happening, the Board would be charged twenty (20) miles at the per rate per mile, plus two (2) hours of waiting time at the hourly rate.

When preparing a Bid, the Bidder also take note that the Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the bidder shall be prepared for, able to conform to and agree that such described transportation services will be provided under the Contract. The above prices are based on a per vehicle, per day basis on each day such vehicle is used to perform the contract work.

Signed: _____

Name of Bidding Company

Street Address

City State Zip

By:

Signature

Name and Title of Signer

Date

APPENDIX C

REFERENCE CHECK FORM

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 for regular education transportation.

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 Bid 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 Bid or in the services to which it relates, or in any portion of the profits therefrom.

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

Signed: _____
Name of Bidding Company

Street Address

City State Zip

By: _____
Signature

Name and Title of Signer

Date

STATE OF CONNECTICUT:

: ss

COUNTY OF

:

Subscribed and Sworn to before me on this _____ day of _____ 2024.

Notary Public

SCHEDULE 1

EQUIPMENT REQUIREMENTS

VEHICLES

All Vehicles shall be no more than seven (7) years old as of July 1, 2025 and the average age of the entire fleet of Vehicles shall be no more than nine (9) years old at any time during the Term. During the Term the successful Bidder shall use Vehicles of that age or newer.

To avoid any doubt, the above requirements shall be complied with regardless of whether the vehicle runs on diesel, propane or electricity.

GPS/AVL

All Type I vehicles, Type II vehicles, and vans used by the successful Bidder to provide transportation services shall be equipped with a global positioning system (“GPS”). The GPS system shall be subject to approval by the Board.

In addition, all Type I vehicles, Type II vehicles, and vans used by the successful Bidder shall be equipped with Automatic Vehicle Locator (AVL) software (parent app) utilizing the GPS and integrated with the routing software system. The AVL must be web-based and provide real-time vehicle tracking, direct access to student and driver information from the routing software, and flexible reporting capabilities. The system must have the capability to provide each school building with the ability to see what buses are on the property, and to be able to see the estimated time of arrival on all vehicles inbound to a school. No incremental charges for the use of the app may be assessed to the Board or the parents/guardians.

CHILD CHECK MATE SYSTEM

All Type I, Type II vehicles, and vans must be equipped with a “Child Check Mate System” or equivalent, as approved by the Board, to ensure that no child remains on such vehicle at the end of each route.

CAMERAS

All Type I and Type II vehicles used in the performance of the contract must be equipped with four (4) video cameras on the inside of the vehicle and two (2) video cameras on the outside of each vehicle to monitor passenger behavior and related activities at all times. The successful bidder shall ensure that video cameras with audio capture feature are operational on each vehicle used by the successful bidder to provide transportation services. The cameras must be placed in locations approved by the Board, with camera coverage set to record entryway, driver, and front, middle and rear seats. The successful bidder shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at all times.

SCHEDULE 2

FORM OF CONTRACT

TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (hereinafter, the “Agreement”), executed on the ___ day of _____, 2024, is entered into by and between the REGION SCHOOL DISTRICT 14 BOARD OF EDUCATION, located in Litchfield, Connecticut, (hereinafter, the “Board”) and _____, which has a principal place of business located in [LOCATION] (hereinafter, the “Contractor”). The Board and the Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Board is desirous of entering into a contract with the Contractor to provide for the transportation of Students (as defined herein) to and from the schools operated by the Region School District 14 (the “District”) or otherwise designated by the Board or the Board for a term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030; and

WHEREAS, on _____, 2024 the Board issued that certain Request For Proposals and on _____, 2024, the Contractor submitted a formal response to the Request For Proposals; and

WHEREAS, on _____ the Board voted to authorize the District’s Superintendent of Schools, or designee (collectively the “Superintendent”) or designee to negotiate an Agreement with the Contractor in accordance with that certain Request For Proposals and the Contractor’s response to said Request For Proposals; and

WHEREAS, the Contractor is willing, capable, and ready to furnish the Transportation Services (as defined herein) requested by the Board.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the sufficiency of which is acknowledged, the Parties agree as follows:

1. GENERAL TERMS

- 1.1 The term of this Agreement shall continue for five (5) years, commencing on June 1, 2025 and ending on June 30, 2030 (the “Term”), unless terminated earlier in accordance with the terms and conditions contained in this Agreement.
- 1.2 The Contractor agrees that it shall transport to and from the schools of the District and other institutions as designated by the Board such resident children as may be designated by the Board (the “Students”), at such locations, days, times and hours as designated by the Board, all of which may change from time-to-time, and shall make such stops and travel along such routes as are designated by the Board, including, but not limited to, transportation relating to public home-to-school, identified in-town special education, pre-school, summer (extended school year) and Special Trips (as defined herein)(collectively, the “Transportation Services”). To avoid any doubt and notwithstanding anything contained herein to the contrary, nothing in this Agreement shall prohibit the Board from directly providing, and/or from engaging another contractor to provide, transportation for (a) special education students, (b) Special

Trips, and/or (c) extended school year. The Contractor specifically represents that it shall not refuse any request from the Board for Transportation Services, or any other service request by the Board within the scope of this Agreement, including any request for special education transportation services. Should the Contractor have particularized concerns about safety in regard to any requested service, the Parties agree to collaborate in good faith to promote the safety of all individuals on a Vehicle (as such term is defined below), but in no case may the Contractor refuse a request for Transportation Services within the scope of this Agreement.

- 1.3 In exchange for the Contractor for the services described herein, the Board agrees to compensate the Contractor, subject to the terms and conditions of this Agreement, in accordance with the pricing schedule contained in Exhibit A. The Parties agree that such compensation no other payments shall be made to the Contractor who shall furnish all of the Vehicles, Vehicle Operators, labor, materials, equipment, permits and licenses and other facilities necessary to provide the Transportation Services required, including the staff and other services necessary for the proper performance of the Contractor's duties. The Parties agree that all mileage for all Vehicles is included in the pricing set forth in Exhibit A. Notwithstanding anything contained herein to the contrary, the Board may (1) withhold payments for Transportation Services when the Board determines in its sole discretion that such services have not been delivered and/or do not otherwise meet the requirements of this Agreement, and (2) require the Contractor to provide such additional information and documentation regarding the Transportation Services before it makes any payments to the Contractor.

2. VEHICLES.

- 2.1 The Contractor agrees to the following conditions regarding buses and any other vehicles used to perform the Transportation Services, including Type I vehicles, Type II vehicles, Type II vehicles with wheelchairs, vans (5-8 passengers) and any and all "spare" vehicles (collectively, the "Vehicles"):

2.1.1 The Parties acknowledge that the Board's transportation needs shall vary during the Term. Vehicles shall be furnished in such number as deemed necessary by the Board for the Transportation Services, except as otherwise provided in this Agreement. The Contractor shall have additional Vehicles available for Special Trips (as defined herein), as requested by the Board. In addition to the foregoing Vehicles required for Special Trips, at all times during the Term, the Contractor shall have available spare Vehicles in a minimum amount equal to ten percent (10%) of each category without additional charge to the Board. Notwithstanding, the Contractor always must have sufficient spare vehicles on hand to insure uninterrupted service.

2.1.2 All Vehicles and other equipment utilized in providing the Transportation Services, shall be equipped, operated, and maintained in compliance with all laws, rules, regulations and policies of federal, state, and local governments pertaining to school transportation vehicles and applicable Board policies. It shall be the sole responsibility of the Contractor to ensure that all personnel employed are familiar with, and follow, all of the aforesaid laws, rules, regulations and policies.

2.1.3 The Contractor shall provide the Board, at least three weeks prior to the start of

each school year, and updated as necessary, a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Transportation Services, including, the year of manufacture, make of the chassis, make of the body, seating capacity, and V.I.N. number. The Contractor shall provide any other information regarding the Vehicles requested by the Board.

- 2.1.4 All Vehicles are to be numbered by the Contractor as designated by the Board, and such numbers are to be clearly visible on the outside of the Vehicle. All Vehicles shall be marked “Region 14 Schools”, unless otherwise agreed to by the Board in writing.
- 2.1.5 All Vehicles shall be no more than seven (7) years old as of July 1, 2024 and the average age of the entire fleet of Vehicles shall be no more than nine (9) years old at any time during the Term. During the Term the Contractor shall use Vehicles of that age or newer.
- 2.1.6 If, during the Term, there is a sufficient increase or decrease in the school population that requires additional or fewer Vehicles and/or Vehicle Operators, the Superintendent with the approval of the Board, shall require the Contractor to supply the necessary Vehicles and Vehicle Operators. All payments or credits are to be based on the rates applicable to the type of Vehicle requested in existence at the time.
- 2.1.7 All Vehicles must be maintained so as to ensure proper starting, good visibility and safe operation during all types of weather. The Contractor must display a copy of the most recent State Motor Vehicle Inspection for each Vehicle on the front interior of the Vehicle.
- 2.1.8 The Contractor or its agent shall inspect all Vehicles daily before the first run in the morning. This check list shall be a maintained, written record and shall be promptly provided to the Board upon its request. The inspection shall include, but not be limited to, checking the brakes, lights, tires, oil, gas, radiators, heaters, and all other safety equipment on the Vehicle. Snow and ice accumulation shall be removed from all Vehicles prior to any run. Records of the inspection shall be kept on a check-off list prepared by the Contractor and approved by the Board.
- 2.1.9 A weekly schedule for servicing Vehicles shall be maintained and shall include: oil, grease, tires, battery, brakes and all safety equipment. A copy of the service schedule form shall be furnished to the Board upon request.
- 2.1.10 The Contractor is required to perform appropriate and necessary maintenance on all Vehicles used to provide the Transportation Services in accordance with this Agreement.
- 2.1.11 The interior and exterior of all Vehicles must be kept clean and in good repair. The interior of all Vehicles must be kept at comfortable temperatures while transporting Students. No Vehicle shall be used to provide special education Transportation Services unless it has operational air conditioning.
- 2.1.12 Each Vehicle must be equipped with a two-way radio. The Contractor shall

provide the Board with a portable two-way radio capable of communicating with all Vehicles.

- 2.1.13 At all times during the Term, all Vehicles used in the performance of this Agreement must be equipped with four (4) video cameras on the inside of the Vehicle to monitor passenger behavior and related activities. The Contractor shall ensure that video cameras with audio capture feature are operational on each Vehicle used by the Contractor to provide Transportation Services in accordance with this Agreement. The cameras must be placed in locations approved by the Board, with camera coverage set to record entryway, driver, and front, middle and rear seats. The Contractor shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at all times. To avoid any doubt, the mandate to have operational cameras in all Vehicles providing the Transportation Services in accordance with the Agreement is fundamental to the Contractor's performance and constitutes a material obligation of the Contractor under this Agreement.

The Contractor shall provide the Board with camera output as soon as possible after a request is made for the same, but in any event within twenty- four (24) hours of said request. Such video output shall be made available in a standard format that can be viewed by the Board, or if not in a standard format, the Contractor shall provide the Board access to the Contractor's viewing software. The Contractor shall ensure the data from such cameras is stored in a secure manner and shall retain camera output for a minimum of thirty (30) days or such longer periods as reasonably requested by the Board. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board and any local, state or federal guidelines. Signage shall be placed in each Vehicle to indicate that students are being recorded.

- 2.1.14 All Vehicles must be equipped with a "Child Check Mate System" or equivalent, as approved by the Board, to ensure that no child remains on a Vehicle at the end of each route.
- 2.1.15 All Vehicles shall be equipped with a global positioning system ("GPS"). The GPS system shall be subject to approval by the Board.
- 2.1.16 All Vehicles must be equipped with Automatic Vehicle Locator (AVL) software (parent app) utilizing the GPS and integrated with the routing software system. The AVL must be web-based and provide real-time vehicle tracking, direct access to Student and Vehicle Operator information from the routing software, and flexible reporting capabilities. The system must have the capability to provide each school building with the ability to see what Vehicles are on the property, and to be able to see the estimated time of arrival on all Vehicles inbound to a school. No incremental charges for the use of the app may be assessed to the Board or the parents/guardians.
- 2.1.17 The Board shall have the right to inspect in any reasonable manner, including riding the Vehicles as a passenger, any and all Vehicles or equipment and their operation.

- 2.1.18 The Board may, with written notice, require the Contractor to discontinue the use of any Vehicle which it deems to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Agreement.
- 2.1.19 The Contractor shall provide Vehicles without any additional charge or cost to all schools a minimum of two times a year for vehicle safety drills, including instruction in emergency evacuation, in a manner approved by the Board.
- 2.1.20 All Vehicles used in the performance of the Transportation Services shall not display, either inside or outside of the Vehicle, any advertisement without the prior written authorization of the Superintendent.
- 2.1.21 All Vehicles used in the performance of the Agreement to transport special education students must have air conditioning, seat belts, child restraint seats, harnesses or other suitable restraints and wheel-chair lifts to meet the needs of each student.
- 2.1.22 Should applicable law require child restraints for all Students being provided Transportation Services under the Agreement, the Parties shall negotiate in good faith to provide for alternate pricing. It shall be the Contractor's responsibility to provide compliant restraints.

3. PERSONNEL.

- 3.1 All personnel providing services in accordance with this Agreement shall be the responsibility of the Contractor and shall be the Contractor's employees, unless expressly indicated herein. All such personnel shall meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles. Contractor shall provide qualified, reliable and capable personnel to support the delivery of the transportation services required in accordance with this Agreement.
- 3.2 The Contractor agrees to perform the Transportation Services required under this Agreement under the direction of a full-time trained and qualified supervisor, who shall be in the employ of the Contractor, and who shall be stationed in the Bus Depot at all times that the Transportation Services set forth in this Agreement are being performed.
- 3.3 There shall be at least one trained and qualified supervisor, mechanic and mechanic's helper in the employ of the Contractor, each of which shall be stationed at the Bus Depot or easily dispatched to the Bus Depot, as needed.
- 3.4 The supervisor, mechanic and mechanic's helper shall be employed in addition to the number of Vehicle Operators and substitute Vehicle Operators required for scheduled routes and shall not drive with the exception of extreme emergencies. The supervisor shall act as the liaison between the Contractor and the Board or its agents. The purpose of this section is to ensure that the supervisor can be contacted immediately

by telephone or radio at all times when Vehicles are running when the schedule is interrupted for any reason.

- 3.5 Upon the Board's request, the Contractor shall employ and provide bus monitor(s) to support the delivery of the Transportation Services and the Contractor shall be solely responsible for hiring and training said bus monitors. Notwithstanding the foregoing, the Board reserves the right to provide its own bus monitors and/or paraprofessionals to ride any Vehicle at any time.
- 3.6 The Contractor agrees to the following conditions regarding operators of all Vehicles ("Vehicle Operators") under the terms of this Agreement:
 - 3.6.1 The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. To the extent permitted by law, the Board shall have the right to review all personnel records of the Contractor employees performing the Transportation Services. All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations. The Contractor shall furnish certification of such compliance, a list of certified Vehicle Operators, and a copy of each Driver's Connecticut Commercial Driver's License (CDL) to the Superintendent, prior to the opening of school each year, and no other Vehicle Operators may be used without written notice to and approval by the Superintendent. The Contractor shall report new hires to the Superintendent, immediately. The Contractor shall be required to provide such additional information regarding Vehicle Operators that the Board reasonably requests. The Contractor shall promptly provide proof of compliance with any legal requirement associated with the provision of the Transportation Services by Vehicle Operators upon the Board's request.
 - 3.6.2 Vehicle Operators shall demonstrate professional relationships with the Students and their parents/guardians served, the employees and management of the Board, and the community-at-large.
 - 3.6.3 The Contractor shall provide competitive compensation to all Vehicle Operators to avoid the problem of a shortage of Vehicle Operators.
 - 3.6.4 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. For example, if there are any strikes by Vehicle Operators, the Contractor shall be solely responsible for providing qualified alternate Vehicle Operators and/or Transportation Services.
 - 3.6.5 The Contractor shall ensure that all Vehicle Operators and bus monitors used in the performance of the Agreement are able to understand and speak English and that all such persons must be capable of performing the essential functions of the job, with or without reasonable accommodations.
 - 3.6.6 The Contractor shall inform all Vehicle Operators that changes in routes, stops or schedules may be made only with the approval of the Board. Designated routes shall be provided prior to the start of school and during the school year. Vehicle Operators are expected to traverse their AM and PM assigned route(s) one or more times without Students on board so that

they are familiar with all assigned stops and roads prior to the first day of school or travelling on any new route. These trial runs should be conducted during the typical AM and PM route times to best replicate traffic issues and times. The cost of trial runs shall be borne by the Contractor and shall not be billed to the Board. The Contractor shall provide written verification of this trial run process to the Board. Standby Vehicle Operators are also expected to be familiar with the routes to ensure efficient operations in the event that the Vehicle Operator normally assigned is not available. If a spare Vehicle Operator, used on a route, is unfamiliar with the route, the Contractor shall also assign a Monitor, at the Contractor's expense, to accompany and assist the spare Vehicle Operator. The Superintendent shall be informed each time an alternate Vehicle Operator is required to substitute for an assigned Vehicle Operator.

3.6.7 A list of at least five (5) spare Vehicle Operators for the Board must be on file with the Superintendent.

3.6.8 The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state and local laws, rules and regulations. The Contractor shall provide a continuing safety education program for Vehicle Operators and Students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Certification of all training and copies of all bulletins shall be provided to the Superintendent, including proof of attendance of Vehicle Operators at such training as the Board shall reasonably request.

3.6.9 Vehicle Operators shall receive all special training necessary or advisable and be determined qualified by the Board's Special Education Department before providing that portion of the Transportation Services related to special education. The Special Education Department may approve or disapprove any Vehicle Operator assigned by the Contractor to perform those portions of the Transportation Services related to special education.

3.7 Location Manager: A Location Manager shall be provided by the Contractor hereunder and the Location Manager shall only be responsible for the Board's Transportation Services and shall not perform any transportation duties related to any other district unless previously approved by the Board in writing, which such approval shall be granted or withheld in the Board's sole discretion. Said Location Manager will be directly responsible for contacts with parents/guardians regarding transportation problems; provided, however, that all such routing and parent/guardian contacts are authorized by officials of the Board. Said Location Manager also shall be responsible for compliance by Vehicle Operators with all District policies, all statistical studies and reports required by the Board, including those items necessary for State of Connecticut purposes, and monthly reports on Student load, Vehicle Operator and Student discipline problems and accident reports. Said Location Manager and the Location Manager's authorized designee shall arrange with the Board to be available during all hours that the Transportation Services are being performed pursuant to the Agreement, as well as one (1) hour prior to the beginning of each day's hours of service, and for meetings with representatives of the Board. In addition, the Location Manager shall be available by phone 2 ½ hours prior to the

first AM run and one (1) hour after the final PM run is completed for emergency contacts from the District. The Location Manager is required to meet all State regulations and training requirements.

Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 5:00 P.M. when school is in session. The Location Manager must be located at the Bus Depot.

3.8 Location Manager Supervisor. A Location Manager Supervisor shall be provided by the Contractor hereunder to supervise the Location Manager. While said Location Manager Supervisor is responsible for supervising the Location Manager and the Transportation Services, the Board understands that said Location Manager Supervisor may also be responsible for supervising the transportation services for another district.

3.9 Dispatcher(s): The person(s) serving in this capacity shall be trained in the assignment of Vehicles and Vehicle Operators, the use of radio systems, effective communications with parents/guardians and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of the Transportation Services.

The Dispatcher shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the Board until the last Student is off the last bus and the Dispatcher notifies the Board that all of the Students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining the Transportation Services and the Bus Depot each day until the Board is so notified. The Contractor will also have in place a designated "hot-line" telephone number that can be utilized by Board personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public. The Dispatcher(s) shall not serve as an assigned or scheduled route Vehicle Operator, or perform maintenance functions, during their scheduled dispatching times.

3.10 The Location Manager and/or the Dispatcher are strictly precluded from performing the duties of a Vehicle Operator or Vehicle maintenance duties, except in an emergency as determined solely by the Board and upon the Board's prior approval.

3.11 Should the Contractor utilize a Bus Depot from which it services other districts, the Contractor's staff members who are not assigned to service the District shall be strictly prohibited from engaging in, or interfering with, the Board's Transportation Services.

3.12 Between the hours of 5:00 a.m. and 5:30 p.m. on each day when the school transportation system is in operation there shall be present at the Bus Depot either a Dispatcher or the Location Manager.

3.13 The Board reserves the right to require the removal of any Vehicle Operator, Location Manager, Location Manager Supervisor or Dispatcher whom, in the sole judgement of the Board, is not qualified by temperament, personality or for any other reason to drive a Vehicle and/or be in contact with Students or their parents/guardians, or, for any other reason whatsoever. The Contractor shall

immediately remove any such Vehicle Operator, Location Manager, Location Manager Supervisor or Dispatcher upon its receipt of said notice from the Board.

- 3.14 Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the Board through a safety supervisor. If deemed necessary by the Board, this person will personally travel a route with the assigned driver at least once a year to survey not only the Vehicle Operator's performance but also to evaluate route hazards and equipment efficiency. This position is not required to be dedicated full-time to the Board; however sufficient time allocations must be in place in order to provide on-going training services to the staff performing services in accordance with this Agreement.
- 3.15 Other Employees: The employee positions set forth herein shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the Board. It is the Contractor's responsibility to determine what additional employees may be required to fully perform the Transportation Services.
- 3.16 All office staff, Vehicle Operators and bus monitors provided by the Contractor pursuant to the Agreement shall be properly dressed, shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the Board in a positive way. All Vehicle Operators must wear photo identification tags provided by the Contractor whenever they come in contact with Students or school building personnel while working in their assigned tasks.
- 3.17 For each employee of the Contractor who performs services for the Board involving direct contact with Students, the Contractor shall comply with the following background and employment history checks:
 - 3.17.1 The Contractor shall perform, and the Contractor's employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.
 - 3.17.2 The Contractor shall perform, and the Contractor's employee shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry") or, for any employee of the Contractor's whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Contractor shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Contractor's employee begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information from the Registry or its out-of-state equivalent indicating that the Contractor's employee may have a record of abuse or neglect, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.
 - 3.17.3 The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 10-221d and 29-17a of the Connecticut General Statutes. Each employee of the Contractor shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such employee of the Contractor begins performing services for the Board pursuant to this

Agreement. If the Contractor receives any information indicating that the Contractor's employee may have a criminal record, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.

- 3.17.4 The Contractor shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any employee of the Contractor whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Contractor's employee is registered as a sexual offender. The Contractor shall comply with the provisions of this Section before any employee of the Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may be registered as a sexual offender, the Contractor shall, to the extent permitted by law, share information concerning such finding with the Board.
- 3.17.5 The Contractor shall provide written confirmation to the Board that it has complied with this Section. The Contractor agrees that upon the Board's request, it shall promptly provide the Board with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks for any employee of the Contractor performed in accordance with this Section.
- 3.17.6 The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.
- 3.17.7 Should the Contractor receive any information that an employee of the Contractor performing services under this Agreement has a criminal record which could make the individual unfit for an assignment involving contact with Students, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Contractor shall not assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Agreement. By assigning, and/or maintaining the assignment of, any employee of the Contractor performing services under the Agreement involving direct contact with Students, the Contractor represents and warrants that, in its best professional judgment, such Contractor's employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with, or working in or near a school that educates minor Students.

4. OPERATION OF VEHICLES.

- 4.1 The operation of Vehicles, including the pick-up and drop-off of Students, must comply with the Board's Transportation Policy, as it may be amended from time to time. The Board shall provide any revisions to such policy to the Contractor.
- 4.2 In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. The Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off. Such procedure shall be in addition to the "Child Check Mate System."

- 4.3 Only individuals specifically designated or authorized by the Board shall be allowed to ride the Vehicles. Vehicle Operators are responsible for limiting passengers only to those who are eligible to ride the Vehicle.
- 4.4 The Parties agree that the Contractor shall have the responsibility to, and the necessary authority to, supervise and control Students on the Vehicles pursuant to such policies and rules as are from time-to-time adopted by the Board. The Contractor is responsible for knowing and strictly following all such policies and rules and for ensuring that all Vehicle Operators are aware of, and follow, such policies and rules. Such authorization shall not, however, include the right to remove any Student from the Vehicle before it reaches its destination or engages in any other act which is likely to result in injury or danger to any Student. In the event of a disciplinary infraction by a Student on a Vehicle which in any way imperils safe operations, the Contractor shall require that Vehicle Operator stop the Vehicle and not proceed until discipline is voluntarily restored. The Vehicle Operator then shall immediately alert the Contractor's office via radio. The Vehicle Operator shall also report, in writing, all such occurrences to the Contractor, and the Contractor shall promptly notify the principal of the school for which each Student attends. At all times, the Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported, in writing, to the appropriate individual school administrator.
- 4.5 The Contractor shall be fully responsible for the care and supervision of Students during the Transportation Services. The transportation of a Student shall be deemed to have begun when such Student boards the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the designated, appropriate, and safe place.
- 4.6 The Contractor shall be prohibited from releasing the following Students from a Vehicle without adult supervision being present: (a) any Student attending pre-kindergarten through fifth grade, (b) any Student riding a van, and (c) any other Student otherwise identified by the Board. If there is no adult to meet any such Student, the Student is to be kept on the Vehicle and the Vehicle Operator is to notify dispatch immediately for direction.
- 4.7 No Vehicle Operator shall allow a Student to leave a Vehicle except at scheduled stops unless otherwise authorized by the Board in writing. Vehicle Operators are to remain in the Vehicle at all times when Students are on board, unless relieved by authorized personnel.
- 4.8 Vehicle Operators shall report to the Contractor immediately all accidents of any nature. The Contractor shall furnish the Superintendent a written copy of each accident report with complete details within twenty-four (24) hours. The Contractor shall ensure that, in the event of an accident, with or without any serious or minor injuries, the Contractor immediately reports the accident to the office of the Superintendent.
- 4.9 Vehicle Operators shall not smoke or carry a lighted cigarette or other smoking device, including any vaping device, when on board or operating a Vehicle. Vehicle Operators shall not be in possession of, or under the influence of, alcohol or any other intoxicating substance, legal or illegal, when operating a Vehicle.

- 4.10 Vehicles shall not be operated above any speed limit or at any excessive speed in general and always in a reasonable and prudent manner, with due regard for the safety and welfare of the Students transported.
- 4.11 Vehicle Operators shall not operate a Vehicle in excess of its rated capacity.
- 4.12 Vehicle Operators shall make sure that Students board or leave a Vehicle only when it is stopped.
- 4.13 Vehicle Operators are responsible to ensure that all Students are seated and remain seated while the Vehicle is in operation.
- 4.14 Vehicle Operators do not have the authority to refuse any Student who is eligible for transportation the right to ride a Vehicle except with the Board's written authorization prior to any refusal.
- 4.15 The Contractor shall provide Transportation Services for early dismissals or late openings of any and all schools to which Students are transported under this Agreement. Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, the Board shall provide reasonable notice to the Contractor of such cancellation or delay or early dismissal. Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and the Board shall cooperate to facilitate orderly transportation of Students in the most efficient manner possible in light of the circumstances presented.
- 4.16 Vehicles and Vehicle Operators must be available on sixty (60) minutes notice for early closing of one or all schools in emergencies and upon one day's notice for early closing of any one or all schools for staff workshops or other activities needed. All scheduled early closings or schedule differences from day-to-day shall require the scheduled number of Vehicles to be at each building on time without regard to other needs.
- 4.17 All Vehicles used by the Contractor to provide Transportation Services in accordance with this Agreement shall be parked (except while undergoing repairs and maintenance) in the Bus Depot unless otherwise approved by the Board in writing, which such approval shall be granted in its sole and absolute discretion. In the event that the Board permits the Contractor to park the Vehicles outside of Region 14, no deadhead miles shall be funded by the Board.
- 4.18 The Contractor shall provide Vehicles and Vehicle Operators for late runs upon the Board's request.
- 4.19 The Contractor must make available one or more Vehicles for the transportation of Students, teachers and other designated persons to and from Special Trips within Connecticut (unless an out-of-state location is agreed upon by the Parties). Payment for Special Trips shall be made in accordance with Exhibit A.

- 4.20 No Student shall arrive at school more than fifteen (15) minutes prior to the school opening in the morning. No Student shall remain at school waiting for transportation home for more than fifteen (15) minutes after school has dismissed.
- 4.21 After school, Vehicles shall not leave the school until at least five (5) minutes following dismissal. No Student shall be dropped off at his or her bus stop later than sixty (60) minutes after leaving the school except under extraordinary conditions or as approved by the Board.
- 4.22 The Contractor shall pick up and discharge the following Students in front of their home or designated location without regard to other bus stops: (a) any Student attending pre-kindergarten or kindergarten, (b) any Student riding a van, and (c) any other Student otherwise identified by the Board. Exceptions can be agreed upon for safety reasons only.

5. PERFORMANCE BOND AND INSURANCE

- 5.1 The Contractor shall maintain all insurance coverage for all Vehicles, all of its employees and for any and all claims that arise from or may arise from the performance of the Transportation Services. The Board and Region School District 14 shall be designated as “additional insureds” on all policies on a primary and non-contributory basis per contract. Coverage shall be maintained in amounts meeting or exceeding the requirements set forth in Exhibit D. The Contractor shall secure a Certificate of Insurance from the insurance agent and have a current certificate on file with the Board at all times during the Term. The Board shall be given thirty (30) calendar days’ advance notice of any change to or cancellation of any or all insurance policies required under this Agreement. The Board shall not be responsible or liable for any damage to any Vehicle either inside or outside by vandalism or from any other cause and does not provide insurance for or insure the Vehicles. Sexual abuse and molestation endorsement is required on general liability policy. Waiver of subrogation is required in favor of the Region School District 14 Board of Education on all insurance policies, including workers’ compensation.
- 5.2 The Contractor shall furnish to the Board a Surety Performance Bond (“Performance Bond”) in a form satisfactory to the Board assuring the faithful performance of the Agreement. The Performance Bond shall be equal to one hundred percent (100%) of the current year’s estimated Agreement price (excluding Special Trips) as reviewed and agreed upon by the Board. The Contractor must send such Performance Bond to the Board prior to April first for the following school year. Such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed or authorized to do business in Connecticut. If the requirement for the Bond is waived at the Board’s sole option, the Contractor shall allow credit(s) to be deducted from its charges to the Board representing the actual or estimated premium cost of the Bond not provided. In the absence of more precise information as to the actual premium cost, the credit amount shall be set at two and one half percent (2.5%).

6. BUS DEPOT

The Contractor shall establish and maintain a suitable bus depot centrally located between the Towns of Bethlehem and Woodbury and shall park and store all vehicles used in the performance of this Agreement at that location. The vehicles shall be registered in the designated of the tax town. The Board reserves the right to inspect the Contractor’s facility from time-to-time, and to insure that the facility is adequate to support the operations required

to fulfill the terms of this Agreement.

7. INVOICES/PAYMENT.

- 7.1 The Contractor shall submit an itemized invoice, substantially in the form set forth on Exhibit B, as soon as practicable upon the conclusion of each month during the Term, but in any event not later than the tenth day of the following month. Delayed billing is not acceptable and shall not be honored. Payment to the Contractor shall be made, following receipt and approval of an itemized invoice as required by this Agreement, in monthly payments. The first payment shall be made in October of each school year during the Term. The last payment, for June of each school year during the Term, shall be made as part of the fiscal year's closing in July.
- 7.2 Notwithstanding the provisions of Section 7.1 above regarding monthly billing, the Board shall have the option to pay for the Transportation Services in two (2) installments, with the first installment being made prior to September 1st and the second installment being made prior to January 1st of each school year in order to receive a one and a half percent (1.5%) discount of the payments due under this Agreement related to public home-to-school and excluding identified in-town special education, preschool, summer (extended school year) and Special Trips. Should the Board make such pre-payment election, all invoices for identified in-town special education, preschool, summer (extended school year) and Special Trips shall be invoiced monthly in accordance with Section 7.1. To avoid any doubt, such one- and one-half percent (1.5%) discount shall only apply to those portions of the Transportation Services which have been prepaid (i.e., public home-to-school).
- 7.3 The Transportation Services shall be provided by the Contractor according to the applicable school calendar(s), as may be revised or adjusted by the Board or its designee from time to time.
- 7.4 The Board, acting through the Superintendent or otherwise, reserves the right to cancel scheduled in person school days during the Term because of weather, pandemics/epidemics and/or other emergencies or threats to safety and to change the school calendar as necessary during the school year. The Board shall not be charged or otherwise penalized for such changes.
- 7.5 Notwithstanding any provision of this Agreement to the contrary, if the Board, or any government agency temporarily, intermittently, or permanently suspends in person classes during the Term due to a pandemic/epidemic or other event, the Parties shall negotiate, in good faith, regarding whether any payment should be made by the Board to the Contractor to ensure continuity of service. The Contractor shall produce, upon request, documentation of costs to inform such negotiations.
- 7.6 The Board may request that the Contractor perform additional services under this Agreement. The Contractor shall perform such assignments in accordance with an agreed upon schedule and level of effort. The Contractor shall invoice the Board per an agreed upon cost structure for such additional services.

7.7 If in the event one or more Vehicles do not operate in strict compliance with this Agreement, over each independent route, on any school day, the entire daily cost of such Vehicle shall be deducted from the Contractor's invoiced charges.

8. FUEL.

8.1 The Board shall supply diesel fuel and unleaded gasoline for the Vehicles (the "fuel"). The Contractor shall supply at its own cost and expense the tanks and pumps required to store, in a completely segregated manner, all Board-supplied fuel. The Contractor must supply meter readings monthly to the Board. The Board shall buy all fuel and have the fuel required by this Agreement delivered to the segregated tanks provided by the Contractor.

8.2 The Contractor shall keep thorough and accurate records of fuel usage by each Vehicle on a daily basis. The Board may at any time during the Term require the auditing of fuel use by the Contractor. The Contractor shall promptly provide fuel usage records, corresponding odometer readings, and any other information required by the Board to inform such fuel audit.

8.3 The Contractor shall cooperate with the Board in the determination of fuel needs in accordance with the Agreement, including the provision of documentation in support of estimated fuel needs.

8.4 Any fuel needed while on trips or runs where the purchase of additional fuel is necessary is the responsibility of the Contractor.

8.5 The Parties agree that should the Board wish to utilize alternative fuels in the provision of the Transportation Services, the Parties will collaborate regarding the potential implementation of such alternative fuels and enter into negotiations in good faith to amend the terms of this Agreement. To that end, the Contractor shall cooperate with the Board on any grants or trial programs that may be available and beneficial as determined by the Board.

9. ROUTES AND TIME SCHEDULES.

9.1 The Contractor shall provide the services and technology necessary to develop and plan routes for all Transportation Services. The routing and the final approval of the transportation system shall be under the direction of the Superintendent. The Contractor shall begin the routing and development of the transportation system for the upcoming school year by the preceding June 1st and must complete and submit such routing to the Board on or before August 6th for the Board's consideration and approval.

9.2 Vehicle Operators must adhere to routes and time schedules as established and approved by the Board. Vehicle Operators who discover cause for a route or a time adjustment shall promptly report same to the Dispatcher. Changes in routes and time schedules shall take place only after authorization by the Board.

9.3 The Contractor agrees to maintain routes and time schedules as agreed with the Board. The Board reserves the right to determine, to change, and to control the routing of all Vehicles used in the Transportation Services at all times. Actual bus stops are to be established in collaboration between the Board and the Contractor.

The Board agrees that it shall provide reasonable notice of any changes which become necessary or desirable in routes and time schedules.

- 9.4 The transportation system shall include the number of Vehicles needed to maintain the pre-kindergarten and kindergarten routes that are necessary to properly operate the homebound and the school-bound routes.
- 9.5 The transportation system includes inter-school routes, as required by the Board.
- 9.6 The Contractor shall be aware that, at times, schools shall operate on a reduced-time schedule and shall, therefore, be prepared for such deviations.

10. SPECIAL TRIPS.

- 10.1 Field Trips and Other Activity Trips: The Contractor agrees to furnish such Vehicles as the Board may need for the transportation of Students on field trips, to athletic events, and other school-sponsored activities, either in or out of town (collectively, “Special Trips”). Special Trips shall include the required waiting time for the purpose the trips have been planned. The Contractor shall charge the Board for such trips in a manner consistent with Exhibit A. Any mileage-based charges are to be calculated from the departing school to the final destination’s address. The basis for establishing the proper mileage is to be the *State of Connecticut Register and Manual*.
- 10.2 Notwithstanding anything contained herein to the contrary, the Contractor does not have the exclusive right to provide transportation for Special Trips and the Board may contract with another transportation provider for such services at any time.

11. COMPLIANCE.

- 11.1 The Contractor shall perform the Transportation Services in strict compliance with federal, state, and local law and Board policy.

The Contractor must be familiar with any Board policies (including, without limitation, the Board’s Transportation Policy) or regulations which affect the Transportation Services provided under this Agreement. The Contractor and the Contractor’s employees shall each be responsible for reviewing, at a minimum, on an annual basis, and complying with, all applicable Board policies in their forms as posted on the Board’s website as of the commencement date of the Agreement or as otherwise provided by the Board to the Contractor, including, but not limited to, its non-discrimination policy, as such policies may be amended from time to time. Any questions regarding any policy or its application may be directed by the Contractor to the Superintendent.

- 11.2 Confidentiality of Student Records and Student Data Privacy. The Contractor shall comply with the Family Educational Rights and Privacy Act (“FERPA”) in its performance under this Agreement. The Parties shall execute the Student Data Privacy Addendum to the Agreement, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of student information, student records and student-generated content (collectively, “student data”) received or obtained by the Contractor in connection with the Agreement (attached to this Agreement as Exhibit C).

11.3 Mandatory Reporting.

11.3.1 Reporting of Suspected Abuse and/or Neglect. In connection with the Contractor's provision of services to the Board pursuant to this Agreement, any official, agent, and employee of the Contractor should be considered a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, suspected child abuse and/or neglect to the Connecticut Department of Children and Families in accordance with Connecticut law and to otherwise comply with the Board's Child Abuse and Neglect Reporting Policy.

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent.

11.3.2 Reporting of Information to Board Officials. The Contractor shall require its personnel to report any disturbances, irregularities, instances of inappropriate conduct of any type, or disciplinary infractions by Students, which are observed during the performance of services to the Board pursuant to this Agreement, to the building principal or other designated Board official. In the case of uncertainty regarding the appropriate Board official to contact with any such report, such report may be made to the office of the Superintendent. The Contractor is specifically advised, without limitation, that the Contractor, and any official, agent, and employee of the Contractor, must report acts or allegations of sexual harassment under Title IX of the Education Amendments of 1972. The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment.

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent.

12. RECORDS AND REPORTS.

12.1 The Contractor shall promptly provide those reports and records which may be reasonably requested by the Board pertaining to Students, Vehicles, Vehicle Operators, routes, stops, mileage audits, fuel use and other information having to do with daily operations.

12.2 The Contractor shall maintain such records and submit such reports, as are deemed necessary by the Board and as negotiated between the Contractor and the Board from time to time. All reports required by the Board shall be submitted on forms mutually agreed upon by the Parties. The Contractor shall maintain all records and reports

required under this Agreement for at least three (3) years after the ending of the Term.

13. FAILURE OF OPERATION AND LIQUIDATED DAMAGES.

13.1 The Board and the Contractor agree that in certain circumstances, the actual damages incurred by the Board shall be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Board shall not pay for any services that have not actually been provided and/or performed by the Contractor. The Board shall accumulate any liquidated damages and delay any assessment to the Contractor until the accumulated liquidated damages reach or exceed \$1,000 in any school year. Should the assessment level be reached, the Board reserves the right to assess all accumulated liquidated damages and the Contractor shall promptly pay the Board for such amount either in the form of a check or in the form on a credit on the Board's next invoice, should a future invoice be due under this Agreement. During the term of any accumulation, the Board shall provide the Contractor notice of the liquidated damages assessed within sixty (60) calendar days of the Board's determination that it intends to assess liquidated damages and provide the Contractor an opportunity to remedy the violating actions and/or respond to the Board's determination. While the Contractor shall have the opportunity to respond to the Board to offer any evidence of mitigating circumstances that might have caused the service issue, any such response must be made within thirty (30) calendar days after the Contractor's receipt of the Board's notification and the ultimate determination as to whether mitigating circumstances existed and/or liquidated damages will be imposed, shall be made solely and exclusively by the Board.

13.2 In view of the difficulty of quantifying and calculating the pecuniary damage the Board will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages for breach of this Agreement, for which the Contractor shall be liable to the Board:

13.2.1 If at any time the Contractor does not provide the required number of Vehicles or Vehicle Operators necessary under the Agreement, the Board may deduct from its monthly payment of sums owed to the Contractor the pro-rata cost of the Vehicle for that day, plus \$200.00, 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 Agreement, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to shortages of Vehicle Operators. Making changes to run schedules, including the merging of runs due to shortages of Vehicle Operators, is specifically prohibited and is subject to the liquidated damages stated in this Section.

13.2.2 If the Contractor does not supply the necessary spare Vehicles to operate the Transportation Services within a 20-minute reporting standard, the Board shall deduct from the monthly payment of sums owed to the Contractor the pro-rata cost of the Vehicle(s) that the spare Vehicle(s) was/were designated to replace for that day, plus \$100.00.

13.2.3 This Agreement requires the Contractor to implement and provide 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 \$200.00 from the monthly payment of sums owed to the Contractor for each such occurrence.

- 13.2.4 If the Contractor does not submit the routing for the transportation system to the Board on or before fifteen (15) business days before the first day of school, the Contractor is liable for a deduction to monthly payments of sums owed to the Contractor in the amount of \$1,000 per day for each day of missed compliance.
- 13.2.5 If at any time the Contractor uses a Vehicle Operator in the performance of this Agreement 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 from the monthly payment of sums owed to the Contractor equal to \$300.00 for each day each such Vehicle Operator so employed, plus the per diem cost for the Vehicle for that day.
- 13.2.6 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 incremental cost of same to the account of the Contractor, which shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.7 The Board requires that all Vehicles that are utilized in the performance of this Agreement have operating and active radios. The Contractor shall be liable for liquidated damages in the amount of \$200 per day, per Vehicle, for any Vehicle which does not comply with this requirement, and any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.8 The Board requires that at all times the Vehicles have operable digital cameras meeting the requirements set forth in this Agreement and operable GPS and AVL capabilities. The Contractor shall be liable for liquidated damages in the amount of \$200 per day, per Vehicle, for any Vehicle which does not comply with this requirement, and any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.9 The Contractor is required to maintain a spare Vehicle ratio of at least ten percent (10%) of each Vehicle type. Should the Contractor fail to meet this provision for more than twenty-four (24) hours without a justifiable reason as solely determined by the Board, the Contractor may be assessed a \$200 per day, per Vehicle, liquidated damages, and any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.10 Vehicles must meet the age requirements as detailed herein. For Vehicles that do not comply with these mandates, and that are found to be operating

on any route in violation of the Agreement, the Contractor shall be liable for liquidated damages in the amount of \$100 per day, plus the per diem cost of the service provided by the Vehicle, and any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.

- 13.2.11 The Location Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the Board. Should either the Location Manager or Dispatcher drive one or more routes without the prior approval of the Board, the Board reserves the right to not pay for that portion of the run operated, plus assess a \$100 per occurrence liquidated damage, and any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.12 Special Trips are an important element of the Board's educational program. Therefore, it is expected that the Contractor shall meet the Board's needs given that the Board duly informs the Contractor of any trip at least twenty-four (24) hours ahead of said Special Trip. Failure by the Contractor to provide the necessary Vehicle(s) and Vehicle Operator(s) shall result in nonpayment by the Board for the Special Trip, a \$100 per missed trip liquidated damage deduction from any payments due to the Contractor under this Agreement and a reimbursement to the Board for any financial damages that the Board may incur as a result of the missed Special Trip (e.g., referee fees, entrance fees, alternative services etc.). If a Vehicle is more than fifteen (15) minutes late for any aspect of a scheduled Special Trip, the Board reserves the right to assess a \$100 per trip liquidated damage for the late arrival. However, the Board realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of Vehicles to perform the requested Special Trip. In this event, the Contractor must make every effort to secure the necessary Vehicles or Vehicle Operators and must notify the Board at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to Vehicles. The Contractor is expected and required to have a sufficient staff to meet the Board's needs.
- 13.2.13 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 AM in a timely and consistent manner, and Students must be delivered home in the PM in an efficient manner. If a Vehicle is more than fifteen (15) minutes late in the AM or PM, the Board reserves the right to deduct from a monthly payment of sums owed to the Contractor, liquidated damages in the amount of \$100 per occurrence of a Vehicle being late. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the damages shall not be assessed.
- 13.2.14 Vehicles and Vehicle Operators must be available on sixty (60) minutes notice for early closing of one or all schools in emergencies and upon one day's notice for early closing of any one or all schools for staff workshops or other activities needed. If a Vehicle does not arrive on-time for an early closing due to the unavailability of a Vehicle and/or a Vehicle Operator, the Board reserves the right to assess a \$100 per trip liquidated damage for the late arrival, and any such liquidated damages shall be deducted from the

monthly payment of sums owed to the Contractor.

- 13.2.15 The Contractor shall remove a Vehicle Operator, Location Manager, Dispatcher, Location Manager Supervisor, or any other staff member of Contractor's upon the Board's request. Should the Contractor fail to remove a Vehicle Operator or a staff member other than the Location Manager, Dispatcher, or Location Manager Supervisor within twenty-four (24) hours of its receipt of the Board's request, the Board shall have the right to assess liquidated damages in the amount of \$500 per hour for each hour or portion thereof that said person continues to perform the Transportation Services past said deadline. Should the Contractor fail to remove the Location Manager, Dispatcher or Location Manager Supervisor within twenty-four (24) hours of its receipt of the Board's request, the Board shall have the right to assess liquidated damages in the amount of \$500 per hour for each hour or portion thereof that said person continues to perform the Transportation Services past said deadline, plus the total per diem cost of the Transportation Services for each day or portion thereof that the said person continues to perform the Transportation Services past said deadline. To avoid any doubt, as used in this paragraph, the phrase "continues to perform the Transportation Services" shall include not only actively performing their respective duties under this Agreement, but also physically remaining at the Bus Depot. Any liquidated damages assessed by the Board under this subsection shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.16 Should the Contractor utilize a Bus Depot from which it services other districts, the Contractor's staff members who are not assigned to service the District shall be strictly prohibited from engaging in, or interfering with, the Board's Transportation Services. Should the Board determine in its sole discretion that any of the Contractor's staff members are engaging in, or interfering with, the Board's Transportation Services, the Board shall have the right to assess liquidated damages in the amount of \$200 per day for each day during which such the actions occur, and any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.17 All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations, including, but not limited to, strictly complying with traffic laws and other laws and regulations regarding transportation. This includes, but is not limited to, a strict prohibition on texting or holding a phone while driving, failure to follow traffic signs and adhering to speed limits, passing other Vehicles while Students are entering or exiting the Vehicle, and passing Board-owned and operated cars and vans while Students are entering or existing the Vehicle. If a Vehicle Operator fails to comply with traffic laws and other laws regarding transportation, the Board shall have the right to assess liquidated damages in the amount of \$300 per trip for each instance, and any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.
- 13.2.18 In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. If a Vehicle Operator leaves a Vehicle unattended

while it is occupied by a Student, the Board shall have the right to assess liquidated damages in the amount of a \$500 per trip for each instance, any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.

13.2.19 Should the Contractor fail to complete and submit to the Board the bus routing required in Section 9.1 of this Agreement before fourteen (14) days before the first day of school, the Board shall have the right to assess liquidated damages in the amount of \$1,000 per day for non-compliance by the Contractor, any such liquidated damages shall be deducted from the monthly payment of sums owed to the Contractor.

13.3 It is understood and agreed by the Contractor that the assessment of liquidated damages for non-performance by the Contractor shall be in addition to the right of the Board to terminate this Agreement, and that in the event of termination, the above damages shall be applied and assessed for the full period of any non-compliance during the school year, and the Contractor shall be liable for the same. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the Board under this Agreement, in law, and/or in equity.

13.4 It is expressly understood by the Contractor that the Board, by not exercising its rights, or by waiving any of the provisions of this Agreement, or by exercising the provisions of this Agreement in a particular way, shall not be deemed to have waived any of its rights or the Agreement's requirements, despite any previous non-exercise or waiver.

13.5 Notwithstanding anything contained herein to the contrary, in the event the Contractor agrees to increase or decrease the current level of Transportation Services, the Contractor shall be offered a period of thirty (30) days following a notice of such changes during which time no liquidated damages described in Section 13.2 may be assessed with respect to scheduled drop-off times or availability of Vehicles or routes which have been affected by such increase or decrease, while the Contractor makes operational adjustments to meet the Board's requirements.

14. EQUAL OPPORTUNITY.

14.1 The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class.

15. TERMINATION.

15.1 If, at any time during the Term, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Agreement; (b) has failed to fulfill the Transportation Services and other 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 Agreement other than as expressly permitted herein; (i) fails to provide the insurance required by this Agreement; (j) fails to provide the Performance Bond required by this Agreement (if applicable); or (k) fails to comply with any other term or condition contained in the Agreement, the Board shall have the right to terminate the Agreement upon written notice to the Contractor.

- 15.2 The above remedies are in addition to any other remedies the Board may have.
- 15.3 In the event that the Board terminates this Agreement, the Board's payment obligation shall cease as of the final date on which the Transportation Services were performed by the Contractor in accordance with this Agreement.
- 15.4 Upon termination of this Agreement pursuant to this Section 15, the Contractor (and its surety), if applicable, shall be responsible for, and indemnify the Board for, the Board's expenses, losses and damages incurred in replacing the Contractor for the remainder of the Term, including, but not limited to, costs incurred in obtaining a new contract including any and all increases in costs for the Transportation Services.
- 15.5 In the event that more than four (4) Vehicles contracted for herein are unavailable for the Transportation Services on any given day due to a cause other than a Force Majeure Event (as defined herein) and/or four (4) Vehicle Operators, (a) the Contractor shall be considered in default and the Board shall be free to contract with any other person or company for the Transportation Services and (b) the Board shall have the unilateral right to declare the Contractor in default under this Agreement and may call for the Performance Bond (if applicable). Should the Board contract with another person or company for the Transportation Services for the reason(s) described above, the Contractor shall compensate the Board for the costs the Board incurs.
- 15.6 In the event of a cessation of Transportation Services because of a Force Majeure Event (as defined herein), the Contractor shall notify the Board as soon as such information becomes known to it, and the Board shall be free to make interim arrangements for the Transportation Services. The Board shall obtain temporary interim Transportation Services and the Contractor shall compensate the Board for the costs the Board incurs.

16. FORCE MAJEURE

- 16.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, acts of public enemies, epidemic, pandemic, quarantine, civil disturbance, natural catastrophes, governmental acts or omissions, fire, explosion, or for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent (each, a "Force Majeure Event").
- 16.2 For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a Party's financial inability to perform its

obligations hereunder, (d) supply chain issues, (e) the failure to provide sufficient Vehicle Operators to cover the transportation needs of the Board, or (f) a strike or labor unrest.

17. INDEMNIFICATION.

17.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Region School District 14 and each of their respective officers, employees, agents and assigns from and against any and all claims, loss, liability, damage, penalty, judgment, expense or fee, including attorney's fees, or other costs or obligations which are alleged to result from, are alleged to arise out of, result from, or arise out of, the failure of the Contractor, or any of its officials, employees, agents, assigns or personnel, to perform its obligations under this Agreement, negligence, recklessness, willful and wanton conduct, and/or the Contractor's or any of its officials, employees, agents, assigns or personnel's breach of the terms of this Agreement. The Contractor's obligations under this provision of the Agreement shall survive the termination of the Agreement.

18. MISCELLANEOUS.

18.1 The Transportation Services shall not be assigned or subcontracted without the prior written consent of the Board, which such consent shall be granted or withheld by the Board in its sole and exclusive discretion. Notwithstanding the foregoing, the Contractor may assign this Agreement without the Board's prior written consent upon thirty (30) calendar days written notice to the Board (a) if such assignment is made to the Contractor's parent, subsidiary, or related or affiliated company, or (b) such assignment is made in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets.

18.2 This Agreement with its attached Exhibits and the Request For Proposals and Contractor's formal response to the Request For Proposals, which are incorporated by reference, shall constitute the full and complete agreement of the Parties hereto and supersedes all prior agreements and understandings relating to the subject-matter of this Agreement. In the event of a conflict, the terms of this Agreement shall control, followed by the terms of the Request For Proposals, and subsequently, the terms of the Contractor's formal response to the Request For Proposals.

18.3 The Contractor shall not be held or deemed in any way to be the agent or employee of the Board. It is the intention of the Parties that the Contractor shall be and is to be considered an independent contractor.

18.4 If any provision of this Agreement is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Agreement and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.

18.5 This Agreement and all Exhibits attached hereto constitutes the full and complete agreement of the Parties and shall be binding upon their respective successors and assigns.

- 18.6 This Agreement 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.
- 18.7 No failure by the Board to insist upon the strict performance of any term, covenant or condition of this Agreement, 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.
- 18.8 All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail. The Board or the Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

Notices to the Board shall be addressed to:

Region School District 14
 5 Minortown Rd
 Woodbury, CT 06798
 Attn: Tina Tanguay, Director
 of Finance and Operations

Notices to the Contractor shall be addressed to:

[ADDRESS]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, through the duly authorized individuals signing below.

REGION SCHOOL DISTRICT 14 BOARD OF
 EDUCATION

[CONTRACTOR]

By: _____
 Title:

By: _____
 Title:

EXHIBIT A

PRICING SCHEDULE

DAILY BUSES AND VANS	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Type I – (71-77 passengers) DAILY/HOURLY	\$	\$	\$	\$	\$
<i>% increase</i>					
Type I – (35-47 passengers) DAILY/HOURLY	\$	\$	\$	\$	\$
<i>% increase</i>					
Type II – (24-26 passengers) DAILY/HOURLY	\$	\$	\$	\$	\$
<i>% increase</i>					
Type II with wheel-chair lift DAILY/HOURLY	\$	\$	\$	\$	\$
<i>% increase</i>					
Vans – (5 to 8 passengers) DAILY/HOURLY	\$	\$	\$	\$	\$
<i>% increase</i>					
Monitors DAILY/HOURLY	\$	\$	\$	\$	\$
<i>% increase</i>					
Athletic / Field Trip*					
Active Drive Time (per mile)*	\$	\$	\$	\$	\$
Waiting time (hourly)*	\$	\$	\$	\$	\$
<i>% increase</i>					

*To avoid any doubt, Athletic and Field Trips shall be charged in the following manner: active drive time between the bus lot and the final destination shall be charged on a per/mile basis and all waiting times while the bus is at the athletic or field trip destination shall be charged at an hourly rate, which shall be rounded up to the nearest fifteen (15) minute increments. For example, if a bus traveled ten (10) miles each way to a sports game and the bus waited for two (2) hours while the game was happening, the Board would be charged twenty (20) miles at the per rate per mile, plus two (2) hours of waiting time at the hourly rate.

EXHIBIT B

FORM OF INVOICE

(To be determined following award of the contract)

EXHIBIT C

STUDENT DATA PRIVACY

This Agreement (“Agreement”) is entered into on the date of execution below between the Region School District 14 Board of Education (the “Board”) and [THE CONTRACTOR] (“Transportation Provider”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data received or obtained pursuant to the contract between the Parties (the “Transportation Contract”).

Article I. Definitions

For purposes of this Agreement, “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).

Article II. Purpose of Agreement

The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Transportation Provider in connection with Transportation Provider’s provision of transportation services to the Board. The Parties agree that the Transportation Contract does not require the exchange or maintenance of student generated content and that the exchange of student information and student records, if any, shall be limited in nature. The Board shall only provide to the Transportation Provider student records and/or student information essential to performance of obligations under the Transportation Contract.

Article III. General Provisions

- A. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data, including but not limited to the Transportation Contract.
- B. The Transportation Provider shall not modify any separate Privacy Policy of the Transportation Provider or any other policy, procedure or practice of the Transportation Provider concerning student data that is applicable to the Board without the written agreement of the Board.
- C. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Transportation Provider.
- D. The Board may request that the Transportation Provider delete any student data in the Transportation Provider’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law (including student data that is required to be preserved in relation to litigation or that is subject to a litigation hold), 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 Transportation Provider, provided the Board may request the deletion of any such student data if such copy has been used by the Transportation

Provider to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Transportation Provider. The Transportation Provider shall delete the requested student data within two (2) business days of receiving such a request.

- E. The Transportation Provider shall not use student data for any purposes other than those authorized in this Agreement or the Transportation Contract, and may not use student data for any targeted advertising
- F. If the Transportation Provider receives a request to review student data in the Transportation Provider's possession directly from a student, parent, or guardian, the Transportation Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Transportation Provider 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 Transportation Provider, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

Article IV. Security and Confidentiality of Student Data

- A. The Transportation Provider and the Board shall ensure that they each comply with the FERPA.
- B. Further, the Transportation Provider 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.

Article V. Prohibited Uses of Student Data

- A. A. The Transportation Provider shall not use student data for any purposes other than those authorized pursuant to this Agreement or the Transportation Contract.
- B. B. The Transportation Provider shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: (a) student data that is required to be preserved in relation to litigation or that is subject to a litigation hold, provided that only that student data reasonably believed to be necessary to preserve may be retained; or (b) in the event that a student, parent, or legal guardian of a student chooses to independently establish or maintain an electronic account with the Transportation Provider after the expiration of this Agreement for the purpose of storing student-generated content.

Article VI. Data Breaches

- A. Upon the discovery by the Transportation Provider of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data from the Transportation Provider, or the suspicion that such a breach may have occurred, the Transportation Provider 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 the Superintendent of Schools 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; and

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

- B. Upon discovery by the Transportation Provider of a breach, the Transportation Provider 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.
- C. The Transportation Provider agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

Article VII. Choice of Law, Choice of Forum, Merger, Severability

- A. Choice of Law. The parties agree that this Agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- B. Choice of Forum. The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.
- C. Amendment. This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- D. Severability. A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

Article VIII. Term

- A. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Transportation Provider is properly and completely deleted or destroyed or returned to the Board, 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 Paragraph B within this Article.

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

REGION SCHOOL DISTRICT 14 BOARD OF
EDUCATION

By _____

Date

[THE CONTRACTOR]

By _____

Date

EXHIBIT D

The Contractor shall maintain, at its own expense and at all times during the Term, insurance policies which meet or exceed the following requirements:

1. The insurance carrier utilized by the Contractor must be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a minimum rating of "A (X)". A non-admitted carrier would be acceptable for sexual abuse and molestation liability misconduct coverage if written on a separate policy, and may, at the Board's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.
2. Automobile insurance. Symbol "1", covering all Vehicles, including owned, hired and non- owned vehicles is strongly preferred. However, at the Board's discretion, a combination of symbols 2, 7, 8, and 9 covering all Vehicles and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.
3. A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.
4. An additional insured endorsement is required. The Board, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Board and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.
5. Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the Board.
6. Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Board, and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.
7. Sexual abuse and molestation coverage must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the Board, and any of their respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.
8. A minimum of \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Abuse and Molestation Liability (if separate coverage not endorsed on General Liability), and Employers Liability.
9. The liability limits can be accomplished by a combination of primary and excess policies, if needed.

10. Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut law with a limit of \$1,000,000 each accident or disease per employee with a \$1,000,000 disease policy limit. A waiver of subrogation in favor of Region School District 14 Board of Education any of their respective public officials, agents and employees must be included.
11. Unemployment Insurance coverage is required covering all Contractor's employees consistent with the requirements of Connecticut law.
12. The Board retains the right to make inquiries to the Contractor, its agents or broker and insurer directly.
13. The limits as outlined herein are strictly minimum amounts. The Board encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
14. The Contractor shall deposit with the Board satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual Certificate of Insurance evidencing insurance coverage shall be provided to the Board no later than August 1st of each contract year, or June 15th of each contract year if summer (extended school year) Transportation Services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Board does not eliminate the mandate.

SCHEDULE 3

TABLE OF CURRENT SCHOOL BELL TIMES

REGION SCHOOL DISTRICT 14 BOARD OF

EDUCATION SCHOOL AND BELL TIMES

FOR 2024-2025

School	AM Bell	PM Bell	Wed Modified PD	Early Holiday Weather Dismissal	Two Hour Delay AM Bell	Three Hour Delay AM Bell
Bethlehem Elementary	8:25	3:15	2:35	12:55	10:25	11:25
Mitchell Elementary	8:25	3:15	2:35	12:55	10:25	11:25
Woodbury Middle School	7:25	2:15	1:35	11:55	9:25	10:25
Nonnewaug High School	7:25	2:15	1:35	11:55	9:25	10:25
Pre-K4 Bethlehem/Mitchell	9:00	3:00	2:30	12:55	11:00	12:00
Pre-K3 Bethlehem Morning	9:00	11:30	No Pre K3	10:30 (W)	No Pre K	No Pre-K
Pre-K3 Bethlehem Afternoon	12:30	3:00	No Pre K3	No Pre K3	No Pre K3	No Pre K3