

CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

REQUEST FOR PROPOSALS FOR SPECIAL EDUCATION

TRANSPORTATION SERVICES

RFP #01-2025

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| RFP Issue Date: | February 10, 2025 |
| Requests for Information (RFI): | February 21, 2025 |
| Responses to RFI: | February 27, 2025 |
| Proposal Dues Date: | March 10, 2025 |

Questions: *In writing only, via email at valerior@csdnb.org. No questions will be accepted after February 21, 2025.*

ARTICLE I. INVITATION TO PROPOSERS

Pursuant to the terms and conditions of the Request for Proposals (“RFP”), the Board of Education for the Consolidated School District of New Britain (hereinafter, the “Board”) invites the submission of sealed proposals from qualified bus transportation companies to provide special education student transportation services for the Consolidated School District of New Britain (“CSDNB”) for a three (3) year contract beginning on July 1, 2025 through June 30, 2028, with an option to extend yearly for a maximum of two (2) years, provided the parties agree on terms.

Scope of Work: The Board is requesting sealed proposals to provide a range of special education student transportation services including but not limited to: in-district special education, out-of-district special education, pre-school documents may be obtained at the Board’s Office, 272 Main Street, New Britain, CT 06051, or online at the Consolidated School District of New Britain website at [transportation](#), summer special education (extended school year) transportation, as described more fully herein.

1. **RFP Documents:** Request for Proposal <https://www.csdnb.org/departments/finance/rfps-and-calls-for-bids>.
2. **Proposal Deadline:** Bid proposals will be accepted until **10:00 AM March 10 2025** 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

Consolidated School Board of New Britain
272 Main St
New Britain, CT 06051
Attention: Richard Valerio, Transportation Manager
PROPOSAL FOR SPECIAL EDUCATION TRANSPORTATION SERVICES

Proposals shall be completed and delivered in accordance with all of the requirements of this 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.

Bonds required: The Proposer shall be required to furnish, at its expense, a bid bond, cashier’s check, or certified check in the amount of 10% of the Proposers’ proposed price for the first year of the Contract. Checks are to be made payable to the Consolidated School District of New Britain.

A performance bond in the amount of one hundred percent (100%) of the estimated annual contract price is being requested for the first year of the contract. Thereafter, the Board is requesting as an alternate, the cost of a performance bond for school years 2026-2027 and 2027-2028 at 50%, 75% and 100% of the value of the contract for each of those School Years. **Proof of the ability to obtain a performance bond must be submitted with the proposal.**

Proposals will remain firm for a period of 60 days following the date of the opening and shall thereafter remain firm until the Proposer provides written notice to the Superintendent that the proposal has been withdrawn.

The Board reserves the right to consider cost, experience, and service in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Proposer, in considering proposals and awarding the contract. **The Board reserves the right to waive technical defects in Proposals, to reject any or all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or part of a proposal, that in their sole judgment will be in the best interest of the Board or accepting a proposal which may not be the lowest price proposal.** The Board also reserves the right to make such modifications as the Board in its sole discretion,

deems to be in the Board’s best interest. If bids received are tied for the same services, price, and quality and one bidder is local, the bid will be awarded to the local bidder in accordance with Ordinance Sec. 2-573. In determining the lowest responsible bidder, the Board will adhere to Ordinance Sec. 2-578 et seq. including Sec. 2-578(10), which allows a city-based bidder to accept the award at the amount of the lowest bidder if its bid amount is within a ten (10) percent differential from the lowest bidder.

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.

Timeline: The following timeline is subject to change by the Board:

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| Issue Request for Proposal | February 10, 2025 |
| Deadline for submitting Questions | February 21, 2025 |
| Responses to Questions | February 27, 2025 |
| Proposal Due/Opening | March 10, 2025, 2024 |
| Award | April 7, 2025 (tentative) |
| Contract Start | July 1, 2025 |

The Board prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991 and applicable state laws.

Board of Education for the Consolidated School District of New Britain

Documents attached to and made part of the RFP:

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|------------|------------------------------------|
| Exhibit A | Form of Contract |
| Exhibit B | Insurance Specifications |
| Exhibit C | Form of Invoice |
| Schedule I | Equipment Requirements |
| Schedule 2 | School Schedules |
| Appendix A | Pricing Pages |
| Appendix B | Fleet List |
| Appendix C | Non-Discrimination Memorandum |
| Appendix D | References |
| Appendix E | Non-Collusion Affidavit |
| Appendix F | Acknowledgement |
| Appendix G | Hold Harmless Agreement |
| Appendix H | Affidavit re: Ordinance §2-626 |
| Appendix I | Certification per Ordinance §2-575 |

ARTICLE II. DEFINITIONS - Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

1. "Addendum/Addenda" means written documents issued by the Board, which modify the RFP by additions, deletions, clarifications, or corrections.
2. "Board" means the Board of Education for the Consolidated School Board of New Britain.
3. "Bus Route" means a fixed course traveled by each bus, which is established by the Contractor and approved by the Superintendent. Multiple trips can make up a route.
4. "Contract" means the transportation services agreement executed by and between the Board and the Proposer awarded the Transportation Services, which agreement shall be in the form attached hereto as Exhibit A and made part hereof.
5. "Contract Term" means the length of time in which the Contract is valid and enforceable. The Contract Term is three (3) years with the option to extend yearly for a maximum of (2) years, provided the parties agree on terms.
6. "Contract Year" means July 1 through June 30 of a given year within the Contract Term.
7. "Contractor" means the Proposer who is selected by the Board to provide the Transportation Services and executes the Contract.
8. "In-district" means within the boundaries served by the Board.
9. "Out-of-district" means outside the boundaries served by the Board.
10. "Pricing Pages" means the pages identified in Appendix A that contain the pricing information, and which will constitute the Contract prices.
11. "Proposal," "Proposals," "Bid," or "Bids" means a submission by a Proposer(s) and/or Bidder(s) to provide Transportation Services that conform to the Proposal Documents.
12. "Proposal Documents" means the Request for Proposal, together with all exhibits thereto and any Addendum or Addenda.
13. "Proposal Price" means the price, as shown on the applicable Form of Proposal in Appendix A, at which the Proposer offers to perform the services and work described in the Proposal Documents.
14. "Proposer" and/or "Bidder" means the person or entity who submits a Proposal/Bid.
15. "Request for Proposals" or "RFP" means this Request for Proposals as published, with all Exhibits, Appendices and Schedules.
16. "School Day" for purposes of transportation is from the time the buses leave the depot to pick up children to bring them to classes in the AM to the time the buses drop off the last student on the PM. Specific "live hours" for the purposes of the Contract, and payment, are described herein.
17. "School Year" means the number of days for which transportation will be required and will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the Board is responsible for furnishing transportation and extended school year. The School Year may vary based on the Board's schedule. The Board reserves the right to modify the length of its school year, including increasing or decreasing the number of days of service for such Board.
18. "Specification" means the description of services to be performed by Contractor together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.

19. "Superintendent" means the Superintendent of the CSDNB and its designee.

ARTICLE III. INSTRUCTIONS TO BIDDERS

1. Inspect carefully all provisions of the Proposal Documents. Each Bidder is required to familiarize themselves with all requirements, locations, travel distances and traffic conditions prior to submitting a Bid.
2. Provide all information requested, including but not limited to the "Pricing Pages" attached as Appendix A. Be sure to sign in all required places and initial each page where indicated. It is the Board's desire to award the contract for transportation service to one vendor, therefore preference will be given to the best comprehensive proposal that meets the Board's operating and financial needs.
3. Submit two (2) hard copies and one (1) flash drive containing a complete copy of the **complete** sets of the Proposal, including this complete set of Proposal Documents and all supporting materials. Each Proposal shall include the printed copies of the Pricing Pages completed and signed by the Proposer. The official price submission of Proposer shall be the signed printed pages. Proposers must provide Pricing Pages. Any Proposal that does not provide Pricing Pages shall be deemed to be nonresponsive. The Proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted pursuant to this Proposal becomes the property of the Board and will not be returned to the Proposer.

4. Bids shall be mailed or hand delivered in a sealed envelope and addressed as follows:

Board of Education for the Consolidated School District of New Britain
272 Main Street
New Britain CT 06051
Attention: Richard Valerio, Transportation Manager
PROPOSAL FOR SPECIAL EDUCATION TRANSPORTATION SERVICES

5. Proposals will remain firm for a period of sixty (60) days following the date of the opening and shall thereafter remain firm until the Proposer provides written notice to the Superintendent that the Proposal has been withdrawn.
6. Proposer must furnish, at its own expense and with the Proposal, a bid bond, cashier's check, or certified check in the amount of ten percent (10%) of Proposer's proposed price for the first year of the contract. Checks are to be made payable to Consolidate School District of New Britain. Proposer must also furnish **proof of the ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the first Contract Year** (See Appendix A) and that it will be issued by a company authorized to do business within the State of Connecticut.
7. Proposals will be received until **10:00 AM, March 10, 2025**, at which time and place all Proposals will be publicly opened in the New Britain Board of Education Board Room, located 272 Main Street, New Britain, CT 06051, and the names of the Proposers shall be read aloud.
8. Proposers are encouraged to, prior to submitting their proposal, thoroughly check submissions, as these documents require significant detailed information to support the Proposal. It is the Proposer's responsibility to ensure that all requested information is supplied with the initial Proposal. The Board will reject any late submissions and is not responsible for notifying the Proposer of any missing elements of the Proposal.
9. 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.
10. Information requests are to be made in writing to Richard Valerio, valerior@csdnb.org prior to the end of business

on February 14, 2025. Responses to inquiries will 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.

11. Bids received later than the date and time specified will not be considered. Amendments to or withdrawals of Bids received later than the date and time set for Bid opening will not be considered.
12. 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.
13. 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.
14. The Board may make such investigation as deemed necessary to determine the ability of the bidder to discharge its contract if awarded. The bidder shall furnish the Board with all such information and data as may be required for these purposes.
15. The Board is 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.
16. All Proposals, amendments to Proposals and withdrawals of Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Board. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having its Proposal received by the Board on time at the place specified.
17. The submission of a Proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with the Proposal Documents. The submission of a Proposal will also mean that the Proposer is fully informed as to the laws, rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Connecticut and the Board and that the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements, in addition to all insurance requirements and minimum limits as required by this RFP.
18. The Board also reserves the right to interview and negotiate with one or more Bidders after the bids are opened. The Board reserves to itself the right to be the sole judge of which Bid best meets the needs of the Board. The Board has the right to modify the final Contract based upon negotiations with bidders. Prior to identifying the successful Bidder and 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 cost of the enhancements offered by the Bidder to the Board.
19. 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 Consolidated School Board of New Britain's website: <https://www.csdnb.org/departments/finance/rfps-and-calls-for-bids>
20. 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.
21. **RIGHT TO ACCEPT / REJECT: AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE BOARD RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN PROPOSALS, REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART, TO MODIFY THE FINAL CONTRACT BASED UPON NEGOTIATIONS WITH PROPOSERS AND**

TO MAKE SUCH AWARDS, IN WHOLE OR IN PART, INCLUDING ACCEPTING A PROPOSAL OR PART OF A PROPOSAL, THAT IN ITS JUDGMENT WILL BE IN THE BEST INTEREST OF THE BOARD, INCLUDING ACCEPTING A PROPOSAL WHICH IS NOT THE LOWEST COST PROPOSAL. No Bid will be accepted or opened that is not submitted in compliance with the requirements of the RFP Documents.

22. The successful Bidder shall execute a Contract substantially in the Form of Contract attached hereto in Exhibit A (the "Contract"), which is incorporated into the RFP. Each Bidder should be thoroughly familiar with all the terms, conditions, requirements, obligations, provisions and particulars in this Request For Proposals, including, without limitation, all Exhibits, Schedules and Appendices.
23. 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.
24. Neither the Board, nor the City of New Britain, 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.
25. In the event of litigation relating to the subject matter of the Proposal Documents or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

ARTICLE IV. PROPOSALS

1. Proposal Procedures and Requirements

- a. The Bid shall be submitted, at a minimum, with all of the information described in this Request For Proposals, including the Exhibits, 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, attached hereto as Exhibit A and incorporated into the RFP
- b. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in clearly written (ink only) or typed figures. **Pencil will not be accepted.** Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer and must be clear and readable. ***The printed copy of the Pricing Pages signed and submitted by the Proposer shall be the official price submission of the Proposer. No changes shall be made by Proposer to the format of the Pricing Pages.*** The Board reserves the right to interpret figures where lack of clarity of submission requires such action.
- c. Except where specifically noted otherwise, all requested alternates must have a Proposal submitted.
- d. All Bid Prices quoted by Bidders shall be firm prices for a period of sixty (60) 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 Contract Term.
- e. Proposals may not be considered which purport to make any precondition or qualify, limit, amend or omit any of the minimum requirements as detailed in the RFP Documents. A determination as to the impact of any proposed change is in the sole determination of the Board.
- f. In case of any ambiguity, inconsistency, or error in any of the RFP Documents or of a conflict between the provision of an RFP Document and provisions of a State or Federal Law or regulation, the Proposer is required to draw such matter to the attention of the Board before the submission of their Proposal. If the Proposer fails to draw a matter to the attention of the Board, their Proposal will be interpreted by the Board, and any such interpretation shall be binding on Proposer.
- g. A Proposal shall include the legal name of Proposer and a statement whether the Proposer 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 Proposer to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A Proposal by a corporation shall also give the State of Incorporation and have the corporate seal, if any, affixed. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Proposer must be authorized to do business in the State of Connecticut and must submit proof if requested by the Board.

- h. Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the Board for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information. If the Proposer operates related companies that may provide services to the Board under these Proposal Documents, information on these firms must be provided.
- i. Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to these Proposal Documents. One or more Proposers may be asked to provide additional information, to meet with the Board to discuss their Proposal, or to address such other issues as deemed important by the Board

2. **Each Proposal Must Include the Following Sections in Order as Listed Below and Include the following Submissions, where applicable:**

- a. The legal name of the Proposer and a statement whether the Proposer is the sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Proposer to a Contract company, argument for the company's Proposal and any information that describes company capabilities or value-added services.
- b. Background and qualification information as detailed further below, including company financial data, lawsuits, judgments, liens, bankruptcies, loan or bond denials, resumes, organization charts, references and ownership information.

Proposers will provide, along with the completed Proposal, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Connecticut school districts which they have served during the past three years and a summary of their experience over at least three years of successfully operating a school transportation program in compliance with the applicable laws, rules and regulations of the State of Connecticut. In addition to organizational experience, staff experience must be demonstrated. The Proposer, by submitting a Proposal, hereby authorizes the Board, or their respective authorized agent(s), to contact any school district listed for references, without obtaining any other consent from the Proposer.

- c. Description of the Bus Depot, actual or prospective location, facilities, maps, and fuel systems.
- d. Vehicle descriptions, features and equipment, fleet list and/or dealer/manufacturer certifications, maintenance program description, camera, GPS and AVL information (see Appendix B – Fleet List).
- e. Personnel program descriptions, Vehicle Operator safety program, special needs training program, customer service program, recruitment process, dispatching processes and capabilities.
- f. Forms, Compliance Form, Hold Harmless Agreement (Appendix G), W-9, Non-Collusion Certification (Appendix E), Acknowledgement by Proposer (Appendix F), Information on Proposer, Affidavit for Compliance with Section 2-626 of the Code of Ordinances (Appendix H); Certification Required by Section 2-575 of the Code of Ordinances (Appendix I).
- g. Compliance with Insurance requirements (see Exhibit B) in the form of Certificate of Insurance naming the Board and the City of New Britain as additional insureds, showing all the requested types and minimal levels of coverage required in accordance with the RFP, or a letter from an insurance company, guaranteeing what

types and levels of coverage they will provide in the event the Proposer is awarded the Contract

- h. 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 for the first Contract Year. The sufficiency of any evidence so submitted shall be determined in good faith by the Board, in the Board's role and exclusive discretion. The successful Bidder may be required to post a performance bond of 100%, 75%, or 50% as outlined in Schedule 1 below, which shall remain in force for the contract Term, unless this requirement is waived by the Board at the Board's sole discretion. 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 all charges to the Board, representing the estimated premium cost of the bond not provided.
- i. The Proposer shall complete sign and return the Pricing Pages (Appendix A) and shall sign, complete and return the References in Appendix D. 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. In addition to those Boards listed on the Reference Check, each Bidder shall provide a list of all school Boards that are current clients or have been clients for which the Bidder provides or has provided transportation services pursuant to a signed, written transportation contract within the last five (5) years.
- j. The Proposer shall complete and return the Fleet List in Appendix B.
- k. The Proposer shall complete and return the Non-Discrimination Form in Appendix C.

3. Proposer's Qualifications:

- a. The work and services described in the Proposal Documents include the performance of activities directly affecting the safety of the students served by the Board and the public generally. The Board may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract, and the Proposer 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 Proposer is not properly qualified or responsible to perform any obligations of the proposed Contract, the Board reserves the right to reject its Proposal.**

The Board reserve the right to investigate all references, Proposers' current contracts and qualifications statements made by the Proposer. Upon investigation and evaluation, the Board may choose to reject any Proposal where the Proposer's stated qualifications are such that the Proposer may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Proposer must supply information consistent with the detailed requirements described. The Proposer is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the Board.

- b. The successful Bidder shall be required to comply with the laws, rules, regulations and policies of federal, state, local governments and BOE policy. 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 Consolidated School Board of New Britain.
- c. Proposer shall possess and demonstrate facilities, knowledge and capabilities to satisfy all Connecticut Department of Motor Vehicles rules, regulations, and vehicle inspection requirements, in addition to all federal, state and local laws, rules and regulations relating to transportation.
- d. Proposer shall include a list, setting out the names of all Connecticut districts in which they have operated transportation services in the past three years, or are currently operating transportation services. The name and telephone number of each business official or other board of education or school district liaison must be provided for each district listed, along with a description of the type of transportation services provided (i.e.

home-to-school; special education; extra-curricular), and the number and size of buses and vans used in the performance of the Contract.

- e. Proposer shall include a detailed description of the Proposer's driver recruitment program, including efforts to secure a qualified number of competent vehicle operators to meet the needs of the Board, including typical wage and benefit information. 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.
- f. 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.
- g. Proposer shall include a brief resume summarizing the experience and qualifications of the manager, the dispatcher and the on-site supervisor/lead driver for the Board, and "other" members of the managerial and supervisory staff who will be directly responsible for the performance of the Contract. The manager and dispatcher do not need to be located on site at the district's bus lot. "Other" managers and supervisory staff include assistant manager(s), dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

Please provide a job description for the manager, the dispatcher and the on-site supervisor/lead driver for the Board that will be directly involved in the performance of this Contract.

An organizational chart is to be provided showing the relationship of the various management positions that will provide services to the Board. Please provide an additional organizational chart showing the manager's position within the Proposer's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of the Contract. Please provide contact information (phone; email) for the person in the organization that will directly oversee the Manager, or similar title, for the Board's lot.

- h. The Proposer shall supply details on the typical operating program that would be utilized in the performance of the Contract, including such items as specialized training for new and experienced drivers including specialized training for wheelchair certified drivers; accident reduction programs; vehicle maintenance and inspection programs; training and use of computerized fleet maintenance, management, and routing systems; and student safety programs.
- i. Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Proposer is requested to provide a detailed explanation of their proposed terminal staffing with their Proposal. The Board will utilize this information as a part of the proposal evaluation process
- j. As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the Board operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the Board with a detailed understanding of responsibilities and accountability relative to the Board's transportation program
- k. The Proposer shall provide its fleet replacement schedule (years and/or mileage) for vehicles in the categories appropriate to the Contract. The Board requires that the average age of the vehicles serving the Board (including spares) not exceed eight (8) years of age at any time during the Contract.
- l. Proposer shall include a current list of inspection vehicle violations for the last year.
- m. Proposer shall include a detailed list of terminated contracts over the last three years in Connecticut, except those contracts lost as a result of the proposal/bidding process.

- n. Proposer shall include information identifying any pending, threatened and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the Proposer must be provided with the Proposal. If the Proposer deems such legal actions not to be material, and consistent with the normal course of business, a statement to this effect must be submitted by an authorized representative of the Proposer. The Board reserve the right to request additional information about any pending legal actions, whether disclosed in this submittal or not.
- o. Proposer shall include a description of any bankruptcy filings by the Proposer, any related entities, or principal(s) of the Proposer, within the last seven (7) years. The Board reserves the right to reject any Proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the Proposal.
- p. Proposer shall include a statement as to whether the Proposer, any related entities, or principal(s) of the Proposer, has ever been denied a Performance Bond. If yes, the Proposer must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be submitted with the Proposal.
- q. Proposers may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the Board may result in the Contract not being awarded to the Proposer.
 - 1. Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on this Contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Proposer should submit financial statements of the affiliates, updated interim financial reports, and parent and cross-corporate guarantees indicating that the affiliates and the Proposer will be held financially responsible for the Proposal and his/her operations.

If any related entities or companies provide services, vehicles or assets in the performance of this Contract, the Proposer certifies through this submission that these entities or companies will provide parent and/or cross-guarantee performance, and that all entities or companies shall be bound by the terms and conditions of the Contract.
 - 2. The purpose is to determine whether the Proposer is clearly in a financial position to take on and operate a bus contract of this size and scope. It is the responsibility of the Proposer to provide the financial proof that the company is financially capable of performing the Contract. If the financial statements do not supply that information, then the Proposer must include other documents that will provide this proof. The Board may have the financial data analyzed by an independent auditor or such other financial advisor as determined by the Board. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this Contract, the Board has the right to reject the Proposal.
- r. Proposer will be required to furnish, at its expense, a bid bond, cashier's check, or certified check in the amount of ten percent (10%) of the Proposer's proposed price for the first year of the Contract. The surety company issuing the bid bond must be rated as a "secure" carrier in the current edition of A.M. Best's Insurance Guide.

The Bid bond, cashier's check, or certified check will name the Board as obligee, and provide a guarantee that the Contract will be signed and delivered by the Successful Proposer, and in default thereof, the amount of

such check or bid bond shall be retained by the Board as liquidated damages on account of such default.

- s. The Proposer shall include information in the Proposal about the process that will be utilized to provide Manager and Dispatcher coverage for athletic and field trips that occur after 5:00 pm or on non-school days.
- t. The Proposer shall provide specific information on the person(s) that will provide safety and driver training to the staff under the proposed Contract.
- u. As a part of the submission required with this Proposal, the Proposer shall submit to the Board a copy of its dress code applicable to drivers monitors, attendants and aides.
- v. Proposers are required to provide with their Proposal, in the form of Appendix B, attached hereto, the make/model, year, student seating capacity, proposed to be utilized during the initial year of the Contract. If vehicles are to be purchased to fulfill the Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal. The Proposers shall include the equipment contained on the vehicles. A list of equipment on the vehicles will be considered in the proposal evaluation process.
- w. The Proposer will provide details on the proposed site to be used to house, maintain, and operate the required bus fleet for providing the transportation services to the Board. The Proposer must obtain a facility or lot in the City of New Britain. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included with the Proposal. If the proposed site(s) are not currently under the control of the Proposer (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the facility be must be submitted. The Board reserve the right to inspect the facility prior to the award of a Contract, and periodically during the term of the Contract.

If the bidder cannot provide a facility or lot in City of New Britain, the bidder must include in its bid, the location options it is considering and any documentation to support that it will be able to lease the premises or has/can purchase the property.

All vehicles are to be parked and stored in the Contractor's facility. It shall be the responsibility of the Contractor to provide adequate repair, maintenance and parking facilities for vehicles in the operation of the Contract.

ARTICLE V. TRANSPORTATION PROGRAM

1. The Contract will be awarded for a period of three (3) years, commencing July 1, 2025, and terminating June 30, 2028. The Contract may be extended yearly, for a maximum of two (2) additional years, for a total Contract Term of five (5) years. If the Board desires to extend the Contract, it will notify the Contractor by January of the preceding Contract Year.
2. The Contract will include a range of special education student transportation services including but not limited to: in-district special education, out-of-district special education, pre-school transportation, summer special education (extended school year) transportation.as described more fully herein.
3. The Transportation Services and other services required by the Proposal Documents include, without limitation, all vehicles, fuel, vehicle operators, equipment, maintenance services and other services required to provide such transportation and other services, and shall also include, without limitation, any other labor, materials, supplies, and overhead required to provide such transportation and other services. Prices in Proposals shall be "all-inclusive" and shall include any and all costs, expenses, fees, charges, taxes, and profits associated with the Transportation Services, including the cost for diesel fuel. In connection with the Transportation Services, the Board shall be responsible for no monetary expenses other than the applicable Proposal Price. The Board is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in proposal prices or added to any services specified.
4. The Contract will be awarded based upon a review by the Board of all elements of the Proposal submitted,

including mandatory and voluntary categories of information. Given the nature of the services, the Board reserves the right to award certain ancillary or specialized services (field and athletic trips) to multiple contractors or to utilize its own or leased vehicles, during the course of this Contract.

5. Current routes are available on the CSDNB website: <https://www.csdnb.org/departments/finance/rfps-and-calls-for-bids>.
6. The Board’s current schools and bell times are detailed in Appendix D.
7. The number of vehicles may be changed throughout the course of the Contract and for future years, and the distribution of buses may be modified. The Board will be responsible to pay only for such vehicles that are actually used by the Board.
8. The Board is requesting prices from the Contractor for the provision of a variety of services. In all cases, the determination on the capacity and style of bus to utilize will be made by the Superintendent in consultation with the Contractor. Should the Superintendent and the Contractor disagree on the bus to be utilized, the final decision rests solely with the Superintendent.
9. Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted accordingly. Contractor’s billing must reflect these changes, and all such changes must be approved in advance by the Superintendent. If unusual bus usage situations should occur that are not envisioned in the Pricing Pages, the Superintendent and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the Superintendent prior to performing the service, the Board reserves the right to determine the most appropriate method of reimbursing the Contractor.
10. For the purposes of this RFP, the Board currently estimates that it needs the vehicles set forth below for special education home-to-school transportation.

| Type of Vehicle | Quantity |
|-----------------------------|----------|
| Type A – (26 passenger bus) | 50 |
| Type A W/C – (2 W/C) | 7 |
| Type III (7 passenger van) | 41 |
| Type III (5 passenger van) | 29 |
| Type III W/C (2 W/C) | 5 |

The current number of vehicles, their types and capacities are subject to change at any time at the discretion of the Board. The Board’s current schools and bell times may change from time-to-time throughout the Term and are listed in Schedule 2 for informational purposes only. See the Pricing Pages for more specifics for the special education transportation program.

ARTICLE VI. EQUIPMENT REQUIREMENT

See Schedule 1

ARTICLE VII. AWARD

1. The Board will endeavor to make an award within sixty (60) days after the Proposal Deadline and Bid opening, and all Bid Prices quoted by Bidders shall be firm during that sixty (60) day time period. The Board further reserves the right to make awards following this initial sixty (60) 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 Board and whether the Bid was responsive to this Request For Proposals. Considerations in determining the lowest responsible bidder include but are not limited to the following:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - d. The quality of performance of previous contracts or services.
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
 - g. The quality, availability, and adaptability of the supplies, or contractual services to the particular use required.
 - h. The ability of the bidder to provide future maintenance and service for the subject of the contract.

During the Term, the Board reserves the right to modify in the scope and commensurate costs of the required services as well as modify in the scope and/or cost of the enhancements offered by the Bidder to the Board.

RFP EXHIBIT A

FORM OF CONTRACT FOR

SPECIAL EDUCATION TRANSPORTATION SERVICES

This CONTRACT FOR SPECIAL EDUCATION TRANSPORTATION SERVICES (“Contract”) is made as of this ___ day of [_____], 2025, by and among the Board of Education for the Consolidated School District of New Britain (the “Board”), and _____ (the “Contractor”).

WITNESSETH

WHEREAS, the Board wishes to provide transportation services for students for whom the Board provides transportation services for a period of three (3) years; and

WHEREAS, the Board issued a Request for Proposal on _____ (the “RFP”).

WHEREAS, the Contractor submitted a proposal for the provision of transportation services dated _____ (the “Proposal;”) to the Board, and

WHEREAS, the Board has accepted a proposal for the provision of transportation services and awarded the Contract to Contractor on [_____], 2025; and

WHEREAS, the Contractor is ready, willing and able to provide the required transportation services sought by the Board and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

ARTICLE 1. TERM and CONTRACT INTERPRETATION

The term of this Contract shall be for a three (3) year period beginning July 1, 2025 and ending on June 30, 2028 (the “Contract Term”).

In the event of a conflict between the RFP as posted and this Contract, the terms of this Contract shall govern.

ARTICLE 2. DEFINITIONS

- 2.1 “Board” means the Board of Education for the Consolidated School District of New Britain CT, and any appointed designee.
- 2.2 “Bus Route” means a fixed course traveled by each bus, which is established by the Contractor and approved by the Assistant Vice President. Multiple stops can make up a route.
- 2.3 “Contract” means the transportation services agreement executed by and between the Board and the Contractor, including the RFP, issued _____, which is incorporated herein.
- 2.4 “Contract Term” means the length of time in which the Contract is valid and enforceable. The Contract Term is three (3) years with the option to extend yearly for a maximum of (2) years, provided the parties agree on terms.
- 2.5 “Contract Year” means July 1 through June 30 of a given year within the Contract Term.
- 2.6 “Contractor” means _____.
- 2.7 “District” means the Consolidated School District of New Britain.

- 2.8 “Midday Runs” means any scheduled bus trips, which are for the transportation of regular education or special education students to or from school at midday.
- 2.9 “In-district” means with the boundaries served by the Board.
- 2.10 “Live time” mean from point of pick-up to the point of drop-off.
- 2.11 “Out-of-district” means outside the boundaries served by the Board.
- 2.12 “Pricing pages” means the pages from the Proposal that contain the pricing information, and which will constitute the Contract prices.
- 2.13 “Proposal or “Proposals” means the Proposal for the provision of transportation services, dated _____, that conforms to the RFP, together with all exhibits, schedules and appendices thereto and any Addendum or Addenda.
- 2.14 “School Day” for purposes of transportation is from the time the buses leave the depot to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student on the P.M. Specific “live hours” for the purposes of this Contract, and payment, are described in Article 5.
- 2.15 “School Year” means the number of days for which transportation will be required and will be governed by the actual school calendar as adopted by each Board including the calendars of all other schools for which the Board is responsible for furnishing transportation. The School Year may vary based on the Board’s schedule. The Board reserves the right to modify the length of its School Year, including increasing or decreasing the number of days of service for such the School Board of New Britain (the “Board”).
- 2.16 “Special Education Van” means any vehicle with a passenger capacity up to fifteen passengers that is used to carry children to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut.
- 2.17 “Superintendent” means the Superintendent of the Board and his or her designee.
- 2.18 “Wheel Chair Van/Bus” means a school bus body and chassis specification classified as a School Transportation Vehicle (STV). The vehicle, including the modifications, must be licensed by the State of Connecticut. The wheelchair van/bus will be required to be handicap equipped with wheelchair lift and associated harnesses.
- 2.19 “NBPS” means New Britain Public Schools.

ARTICLE 3. SCOPE OF WORK

- 3.1 The Contractor shall provide school bus services for the transportation of special education students for the Board for the Contract Term. The transportation services include in-district special education, out-of-district special education, pre-school transportation, homeless, summer special education (extended school year), and in-district and out-of-district, and field and sports trips.

The Transportation Program (as defined below) varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. The Contractor shall provide the necessary vehicles.

The Contractor agrees that it will transport to and from the Board’s public schools, such persons as may be designated by the Board, and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes (in conjunction with the Contractor) as are designated by the Board. The Contractor shall furnish such transportation services including personnel, supervision, fuel, vehicles, drivers, equipment, and other services required to transport all students to and from the Board’s public schools and other designated institutions. To avoid any doubt and notwithstanding anything contained herein to the contrary, nothing is this

Contract shall prohibit the Board from directly providing, and/or from engaging another provider to provide transportation services as determined by the Board.

The specifics of the Board's transportation program are described in the RFP, Article 5 ("Transportation Program").

- 3.2 Prior to the beginning of each School Year, the Superintendent shall provide to the Contractor a list of all required vehicles and list of students for the Board. The vehicles and students may only be changed during the School Year by the Superintendent. As to any communication as to those vehicles, students or related routes and runs, the Contractor shall only communicate to and receive communications from the Transportation Manager.

The Board, in conjunction with the Contractor shall approve the routes. The Contractor shall only charge the Board in accordance with this information and the Board is only responsible for paying for the actual vehicles used and designated services in accordance with the Pricing Pages attached hereto as Exhibit A. Any disputes in payments shall be solely between the Board and the Contractor.

The vehicles for the Board shall be parked in a lot to be designated by the Contractor within the City of New Britain (the "City"). The cost of diesel fuel used in vehicles to transport the Board's students will be supplied by the Contractor and included within the costs of the daily rates noted on the Pricing Pages.

ARTICLE 4. GUARANTEES BY THE CONTRACTOR

- 4.1 The Board may at any time during this Contract Term, by a written order of such Board, require the performance of such extra work, reduce the amount of work, or changes in the work as it may find necessary or desirable. The Board reserves the right to add to, delete from, or otherwise change the number of vehicles, style of vehicles, use of vehicles or length of operating day, and/or the number of days requiring transportation under this Contract. The amount of compensation to be paid to the Contractor for any increase or decrease in the number of vehicles, work or services as so ordered shall be determined by the applicable prices, set forth in this Contract, for the actual vehicles in use (Exhibit A). Additional vehicles shall be at the applicable prices set forth in this Contract, for the actual vehicles in use as described in the Contractor's Pricing Pages from its Proposal. Any reduction in vehicles shall reduce the amount the Board pays based upon the applicable prices set forth in this Contract, described in the Contractor's Pricing Pages from its Proposal attributable to the vehicle(s) that will no longer be needed. Consequently, if, due to driver shortages for example, the Contractor doubles-up the runs, decreasing the number of vehicles actually used, the Contractor will only be compensated for the actual number of vehicles used (the decreased amount) to transport students. The Board shall not be liable for any extra work or increased compensation unless authorized in advance by the Board's written order.

- 4.2 All material, services, and workmanship shall be subject to inspection, examination and test by the Board. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the Board.

The Board reserves the right to reject all material, supplies and workmanship that does not meet their standards.

- 4.3 The Contractor represents, warrants and guarantees:
- 4.3.1 That the Contractor is financially solvent, and the Contractor is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
 - 4.3.2 That the Contractor specifically represents that it shall not refuse any request from the District for transportation services, or any other service request by the District within the scope of this Contract, 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, but in no case may the Contractor refuse a request for transportation services within the scope of this Contract.

- 4.3.3 That the Contractor shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law and this Contract for all of its employees engaged in the performance of this Contract. The Contractor shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8 of this Contract. Certificates of Insurance, where applicable, will be submitted to the Department of Finance and Contracted Services (the “Business Office”) no later than 30 days prior to the initiation of each Contract Year.
- 4.3.4 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and the Board.
- 4.3.5 That it will comply with the Occupational Safety and Health Act (“OSHA”) and the “Toxic Substances Act” (“Right to Know Act”) with respect to all operations or activities on the Board’s premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 4.3.6 That the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age, military or veteran status, genetic information, gender identity or expression or disability or any other reason prohibited by federal or state law. Such action shall be taken with reference but not limited to: recruitment, hiring, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 4.3.7 That the Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to of race, creed, color, national origin, sex, sexual orientation, marital status, age, or disability or any other reason prohibited by federal or state law.
- 4.3.8 That the Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.
- 4.3.9 That the Contractor will comply with all applicable federal and state provisions for drug and alcohol testing and be responsible for the costs for such tests and any and all fines related thereto.
- 4.3.10 That the Contractor will comply with any and all other applicable Federal, State, and/or Local laws, rules, regulations, and the policies and procedures of the Board. To the extent that any of the aforementioned result in the requirement of seatbelts, the Board shall purchase the seat belts and the Contractor will be responsible for installation of same.
- 4.3.11 That in the performance of this Contract, Contractor is an independent contractor, the Board being interested only in having the bus transportation services performed. For all purposes of the Contract, all bus drivers, aides and others engaged by Contractor for the performance of this Contract shall be considered employees of Contractor and not of the Board, unless otherwise specifically designated by the Board. The Board may employ monitors, aides and/or attendants directly, and the Contractor will facilitate their travel and work on the buses.
- 4.3.12 That all student information provided to the Contractor will be confidential, and the Contractor must comply with CT Student Privacy Act 16-189 and its amendments in addition to FERPA and other state

regulations. The Board's policies regarding confidentiality of student records and personally identifiable information will be provided to the Contractor.

4.3.13 That at a minimum the Contractor will:

- (a) Bring the school aged children of the community to school on time.
- (b) Provide highly skilled and courteous drivers.
- (c) Work continuously to maintain and improve an enviable safety record.
- (d) Keep vehicles in excellent mechanical condition.
- (e) Work with the school administration to improve service but not necessarily increase cost.
- (f) Understand the relationship between the quality of service and its interdependency with parent relations.
- (g) At all times, work in an effective and professional manner.
- (h) Work with the School Administration to maintain the best possible parent/community relations.

ARTICLE 5. PAYMENTS

- 5.1 The acceptance by the Contractor of the last payment of this Contract Term shall be and hereby is a release of the Board of all liability to this Contractor for all things done or furnished in connection with the obligations under this Contract and for every act and neglect of the Board and others relating to or arising out of the obligations under this Contract.
- 5.2 Payments of any claim shall not preclude the Board from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications of this Contract.
- 5.3 The Board may withhold from the Contractor, upon ten (10) days written notice, so much of the payment due from the Board that may in the judgment of the Board be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Board shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.
- 5.4 This Contract shall be contingent upon appropriation by the Towns of funds sufficient to meet the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Board are not received, or if anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel this Contract at the end of the then current School Year, upon ninety (90) calendar days' written notice without further liability to the Contractor.
- 5.5 For home-to-school transportation, the pricing system used in this Contract is based upon the length of day the specific vehicle is in use on behalf of the District. The daily usage shall be determined based upon the scheduled run length as determined by the District where the bus is in direct service to the District. The daily usage shall be based upon "live" run times which are defined throughout this specification as from the first point of pick-up to the last point of drop-off. PM run times shall begin at the building arrival time as determined by the District, and end at the last student drop-off. The run times do not include pre or post trip times, or deadhead times (when a vehicle travels without passengers) from or to the contractor's facility.
- 5.6 Whenever necessary, compensated times will be determined by the District based upon trial runs, computer designed schedules, and/or GPS data. Once the runs are established at the beginning of the School Year, unless there are material changes in route length (15 minutes or more), no change in compensation for that School Year will occur. In all cases, the final determination as to run times and payments will be determined by the District with the use of GPS.

- 5.7 Driving time (“live time”) for out-of-district runs will be calculated in the same manner as set forth in 5.5 above, with the exception that if a Contractor utilizes a facility outside of the District, and the bus returns to the Contractor’s facility in less time than it would take to return to the District, the run time will be adjusted to the actual time back to the Contractor’s terminal. . Compensated times will be determined by the District based upon routing and trial runs.
- 5.8 Times between schools during an AM or PM run package shall be considered live time and shall become part of the scheduled day for payment purposes. All run times shall be determined by the District. The total time for the day shall determine the pricing level for that bus (4 hours, 5 hours, or 6 hours based upon the rates submitted). Run times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex. 4 hours and 10 minutes would be paid for 4.25 hours while 4 hours and 35 minutes would be rounded to 4.5 hours). Quarter hour rates would be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate which would then be added to lower hourly rate. For example, to calculate the rate for 4.25 hours, the 4-hour rate would be subtracted from the 5-hour rate with the resulting difference divided by 4 and then added to the four-hour rate. (If the 4-hour rate is \$200, and the 5-hour rate is \$240, the difference is \$40 which would be divided by 4 to arrive at \$10 which would make the rate for a 4.25-hour bus to be \$210.) Times in excess of the 6 hours per day rate would be based upon the Excess Hourly Rate charge as described herein and calculated in the same manner
- 5.9 No “live time” or run time will include any pre or post trip times. These are fixed costs.
- 5.10 Mid-day, mid-day pre-kindergarten runs, and late runs, will be based upon a one-hour guarantee unless the mid-day or late runs are operated contiguous to regular school runs. “Contiguous” is defined as within 30 minutes of a scheduled run. Time between the end of the regular run and beginning of a contiguous mid-day out-of-District run, or late run, would be considered compensated time. If a mid-day run, or late run, is operated under the contiguous time definition, the length of the run may be added (at District option) to the AM and PM run times to determine a total length of day for billing.
- Mid-day or late runs that are operated later than the 30-minute contiguous time definition shall begin at the scheduled pick-up time at the school building and shall end upon the discharge of the last student. The Contractor shall maintain sufficient documentation to support the time-based billing issued to the District. The District reserves the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School District. Prior to the initiation of any run, the District will notify the Contractor of the time allocation and approved payment basis for the run.
- 5.11 Shuttle runs will be guaranteed one hour unless the shuttle begins or ends contiguous to a daily route. “Contiguous” for the purposes of this definition would be considered 30 minutes or less. For example, a shuttle that begins at 1:15 and ends at 2:30, and then transitions into a PM route that begins at 2:45 and ends at 4:00 would be considered one PM route with a run length of 2 hours and 45 minutes.
- 5.12 To the extent used, payment for monitors, aides or attendants will be paid for the time that they actually work, as determined by the run times calculated by the District where the bus monitor services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter-hour. Unless a monitor leaves during the AM or PM run, the monitor would be paid for the same run length as the bus, minus the pre/post trip times. The use or need for a monitor rests solely with the District. There may be times when special needs runs require the services of a nurse. Although the nurse will be provided by the District, the Contractor will be required to facilitate the transport of the nurse with methods and procedures as determined by the District.
- 5.13 For billing purposes, any run times that are in excess of 6 hours per day will be billed at the excess hourly rate as shown in the Form of Proposal. This excess hourly rate is based upon route times, and shall be billed in 15-minute

intervals, rounded to the nearest quarter-hour. This excess time shall be established by the District in similar fashion to the run lengths determined for the length of day.

5.14 Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted. Contractor's billing must reflect these changes, and all such changes must be approved in advance by the District. If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor.

5.15 Payments for services rendered to the Board under the provisions of this Contract shall be made upon receipt of a proper itemized invoice to the Board in the form attached as Exhibit B as modified and agreed to by the parties. At a minimum, the invoice for the Board shall include details on the number of vehicles utilized, by vehicle category, and the hours of utilization on a daily basis. Payments shall be made monthly on the basis of services already rendered. The Board may agree with the Contractor prior to the start of each School Year to pay in ten (10) equal monthly installments (from September to June) for regular daily transportation services. If the invoice is received by the Board on the fifth (5th) business day of a given month, payment will be tendered within thirty (30) days of receipt of invoice. All invoices for services rendered must be submitted within thirty (30) days of providing said services. Delayed billing is not acceptable and will not be honored by the Board.

Provided the installment payment method identified above is not used, the first payment shall be made in October of each School Year during the Contract Year. The last payment, for June of each School Year during the Contract Year, shall be made as part of the fiscal year's closing in July.

The Contract price payable for each vehicle used in providing services under this Contract is detailed in the Contractor's Pricing Pages, which is attached hereto as Exhibit A and incorporated herein. The number of vehicles needed under this Contract will vary. Additional vehicles shall be at the price per vehicle / per day described in the Contractor's Pricing Pages. Any reduction in vehicles shall reduce the amount the Board pays per vehicle/ per day described in the Contractor's Pricing Pages attributable to the vehicle(s) that are no longer needed. Unless specifically authorized, under no circumstances is Contractor authorized to charge any overtime to the Board.

The parties agree that pricing encompasses fixed and variable cost that is designed to capture the cost of labor, capital expenditures, protective equipment, cleaning supplies and outlays, and other contractual obligations assumed by the Contractor for the benefit of the provision of transportations services to the Board. For purposes of this Contract variable cost is defined as cost associated with hourly employees and fixed costs include, but are not limited, to costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs.

ARTICLE 6. BOARD REPRESENTATIVE

The Superintendent will represent the Board in all matters pertaining to the performance of this Contract.

ARTICLE 7. INDEMNIFICATION

7.1 To the fullest extent permitted by law, the Contractor agrees to absolutely and unconditionally defend, hold harmless and indemnify the City of New Britain and the Board, and any of their respective officials, officers, agents, servants or employees from any lawsuit, action, proceeding, liability, judgment, claim, demand, expenses or fees (including attorney's fees), or other costs or obligations which may arise out of the Contractor's negligence and failure to perform its Contract obligations, willful misconduct and/or breach of contract which results in:

- 7.1.1 any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under this Contract, except for such injury or damage wherein it is finally determined that the Board or any of its respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct;
- 7.1.2 any injury to person or damage to property sustained by any person, firm, or corporation, caused by the Contractor's performance of this Contract, breach of this Contract or any act, default, error or omission of the Contractor, its agents, servants, or employees or of any person, firm, or corporation, directly employed by them upon or in connection with performance under this Contract;
- 7.1.3 finances, penalties, costs and expenses which may be incurred by or levied and assessed against the Board or any of its respective officials, officers, agents, servants or employees in connection with the Contractor's performance or failure to perform under this Contract.

7.2 The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Board and/or the City of New Britain or any of their respective officials, officers, agents, servants, or employees on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board and/or the City of New Britain or any of their respective officials, officers, agents, servants, or employees arising out of any such claim or demand. The Board and/or the City of New Britain shall have the right to control the defense of any such claims.

The assumption of defense, indemnity, liability and loss hereunder shall survive Contractor's completion of service or other performance hereunder and any termination of this Contract.

This indemnification, defense and hold harmless section shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this section be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor; provided however, this indemnification, defense, and hold harmless section shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined by a court of competent jurisdiction that the Board or any of its respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct and then only to the extent of such gross negligence or willful misconduct.

ARTICLE 8. INSURANCE

The insurance requirements are set forth in Exhibit C:

- 8.1 The insurance carrier 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" or higher. A non-admitted carrier would be acceptable for sexual 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.
- 8.2 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the Board and must contain thirty (30) days prior notice to the Board of cancellation or content change.

The Board and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

ARTICLE 9. BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to this Contract by the Board. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of this Contract may be examined at a mutually agreeable time by duly authorized representatives of the Board, and all records shall be kept for a minimum of three (3) years following expiration of this Contract. The Contractor shall also allow the Board's representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

ARTICLE 10. PERSONNEL MATTERS

10.1 All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all applicable requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the *fingerprinting requirements, background check requirements, and drug and alcohol testing requirements* pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and Board's polices.

10.2 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The Board places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. All drivers must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

In connection with the Contractor's provision of services to the Board pursuant to this Contract any official, agent, and/or employee of the Contractor should be considered a mandatory reporter of abuse and/or neglect pursuant to Connecticut General Statute Section 17a-101(b). The Contractor agrees to report, or 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, which can be accessed at the following web address: <https://portal.ct.gov/dcf/1-dcf/reporting-child-abuse-and-neglect>

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.

10.3 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 Contract, 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 shall be made to the Superintendent's office. The Contractor is specifically advised, without limitation, that the Contractor and any official, agent, and employee of the Contractor must report:

10.3.1 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, which can be accessed at the following web address: <https://www.csdnb.org/board-of-education/board-policies>

10.4 The responsibility for hiring and discharging personnel with respect to all obligations arising from this Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the Board, solely in its discretion, shall have the right to remove from providing services under this Contract any manager, supervisor, dispatcher, or bus driver, provided the Board shall make such request in writing, state the reasons therefore, and include any supporting documentation, and provided further that such request does not violate the applicable local, state or federal, rules or regulations.

The Board reserves the right, in the exercise of its sound discretion, to remove from providing services under this Contract, drivers without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon written notice from the Board to the Contractor. The Board also reserves the right to directly employ certain bus monitors, aides and/or attendants to provide specialized services or medical support to individual students.

10.5 The Board also 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 District, 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 District.

10.5.1 Location Manager: Contractor shall provide a Location Manager (or similar function/title). Said Manager will be directly responsible for contacts with parents regarding transportation problems within the Board; provided, however, that all such routing and parent contacts are authorized by officials of the Board, as designated by the Superintendent of Schools or his/her designee. The Contractor shall provide the Superintendent with an e-mail address for use by the Superintendent and the public. Said Manager also shall be responsible for compliance by drivers with the Board's transportation policies, all statistical studies and reports required by the Board, including those items necessary for State of Connecticut purposes, and the Board's monthly reports on its pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the Board to be available during all hours that services are being performed pursuant to this Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the Board. The Manager shall be available by phone 2 hours prior to the first AM run for emergency contacts from the Board.

The Location Manager is required to meet all State regulations and training requirements. Said Location Manager also shall be responsible for compliance by vehicle operators with all District policies, all statistical studies and reports required by the District, 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 District to be available during all hours that the transportation services are being performed pursuant to the Agreement, from at least 5:00 A.M. to 6:30 P.M., whenever school is in session, until the last student is off the last bus and all of the students have been delivered to their designated drop-off point. The Manager is precluded from any bus driver duties, driving any bus, and/or bus maintenance functions.

10.5.2 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.

10.5.3 Dispatcher(s): A "Dispatcher" function shall be provided by the Contractor hereunder, with said function staffed from 5:00 am to 6:30 pm on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio

systems, effective communications with parents and NBPS' staff members, and such other areas as may be necessary to effect the coordinated and efficient provision of transportation services. **The Dispatcher should be able to communicate with each driver by radio at all times that buses are in use. Bidders shall identify by name and title the designated dispatcher and the designated substitute for the dispatcher.**

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 NBPS 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 services and facilities each day until the District is so notified. The Contractor will also have in place a designated "hot-line" telephone number that can be utilized by the Board's personnel only for emergency contact with the terminal. The Contractor must also provide a cell phone for the terminal for the same purpose. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public. The cost of all phone services shall be the responsibility of the Contractor.

All parent inquiries, questions and requests will be directed to the Contractor, and the Contractor's staff are expected to be responsive to all of the Board's students' families. Any changes made by the Contractor in response to a parent request must be consistent with the Board's policies and procedures. In the event that requests are made that are not consistent with established protocols, the Contractor shall then ask the Board's contact for assistance. The Contractor shall maintain a record of all inquiries and said record shall be available for the Board's review. Any resident complaints must be documented and tracked consistent with Section 17.5.4 herein.

The person performing the Dispatcher function shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the Board.

Between the hours of 5:00 a.m. and 6:30 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.

- 10.5.4 On-site Supervisors/Lead Bus Drivers: The Board shall have assigned to it a designated on-site supervisor or lead bus driver who shall work at the bus depot and serve as a liaison to the Board and who shall be knowledgeable about the Board's routes. The On-Site Supervisor shall be stationed at the bus depot transportation services are provided and shall not drive vehicles except for extreme emergencies and with the consent of the Superintendent.
- 10.5.5 Safety Supervisor: The Contractor shall designate a Safety/Training Coordinator with whom the Superintendent may consult on problems and issues of safety, driver performance, student behavior and trip routing, which may arise while during the Contract Term. The Safety Supervisor shall provide safety and driver training to the staff serving the Board. If deemed necessary by the District, 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 District; 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.
- 10.5.6 Mechanic and Mechanic's Helper: The Contractor shall provide a mechanic and at least one mechanic's helper both of whom shall be stationed at the bus depot or easily dispatched to the bus depot as needed.
- 10.5.7 Monitors: Upon the District'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 District reserves the right to provide its own bus monitors and/or paraprofessionals to ride any vehicle at any time.

Monitors, aides and attendants perform critical functions to support the needs of students and are required to be provided by the Contractor. To this end, monitors, aides and attendants must receive proper training,

including the use of automated lift systems, the proper securing of wheelchair and specialized equipment, seat belts, harnesses, and related student safety equipment. Training for all personnel who perform transportation services shall be consistent with CSDE Regulations, Sec. 10-76d-19: “operators of vehicles shall be given such in-service training as is necessary to acquaint them with the specific needs of the children being transported and to equip them to meet those needs.” Certification of all training shall be provided to the Superintendent, including proof of attendance of drivers at such training, training information and procedures, and to require documentation on the training received by each person.

Some vehicles provided under this contract that are performing home-to-school (as needed based upon IEP requirements) will include a bus monitor, aide or attendant provided by the Contractor. All monitors, aides and attendants must be prepared to assist special education students to and from the threshold of the property, and they must assist the handicapped pupil in entering and leaving the vehicle. Assist means helping hands, lifting legs, securing wheelchairs, carrying books, or otherwise assisting pupils to enter and leave buses. In addition, vehicle operators must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary

10.5.8 **Other Employees:** The above detailed employees 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 meet the program needs.

10.6 All office staff, monitors and drivers provided by the Contractor pursuant to this Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, demonstrate a professional relationship with the students and their parents/guardians served, employees and management of the NBPS and shall endeavor to represent the Contractor and the Board in a positive way. All bus drivers 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.

10.7 Should the Contractor utilize a bus depot from which it services other school districts, the Contractor’s staff members who are not assigned to service the Board shall be strictly prohibited from engaging in, or interfering with, the transportation services provided under this Contract.

10.8 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver employment and bus operation, and Board policies and regulations as to transportation for the Board.

10.9 Each driver performing services pursuant to this Contract shall be involved in all safety programs which are or may be required by the laws, rules and regulations of the State of Connecticut.

The Board reserves the right to provide specialized training with the cost of said training borne by the Board, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor. The Contractor shall provide the training required by Public Act No. 18-185, Section 3 to all drivers.

10.10 The physical examinations of drivers shall be at the driver’s or the Contractor’s expense. All exams to be completed as required by regulations of the Department of Motor Vehicles.

All drivers must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor’s expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver performing services pursuant to this Contract must undergo the physical examinations and the reports thereof shall be transmitted to the Board’s Superintendent, or designee, in writing on the forms prescribed by the Board. The Board reserves the right to have a doctor examine anyone providing service under this Contract with the cost of such examination at the Board’s expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance

with all Federal and State laws and the Board's regulations. The Contractor will submit proof of drug testing to the Board for each employee prior to their driving buses in its transportation system.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

10.11 The Contractor shall submit to the Board no later than fourteen (14) days prior to the beginning of each Contract Year a list of the names and addresses and Connecticut Driver's License numbers of all regular and substitute drivers employed that will provide the services required hereunder to the Board and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date, and the reason therefore. Said updated notice shall be provided to the Board within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Board. No other drivers may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver. Each list shall show the specific drivers for that transportation. The Contractor shall provide proof of compliance with any legal requirements associated with the provision of the transportation services by vehicle operators upon the Superintendent's request.

10.12 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The Contractor shall provide attendance information to the Board upon request.

In order to ensure continuity in the provision of services, and in order to reduce student discipline issues, drivers assigned to AM and/or PM runs are prohibited from leaving these assigned runs to perform optional field or athletic trips. The Board believes that the best transportation programs exist where the same drivers are on the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements or procedures which violate this mandate.

10.13 The Contractor shall be responsible for providing practice and instruction to the drivers and aides with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Such drills shall be held at such times as required by law. Contractor shall also provide all employees mandated training, including but not limited to blood borne pathogen exposure control training.

10.14 Vehicle operators shall receive all special training necessary or advisable and be determined qualified by the District'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.

10.15 The Contractor will inform all personnel providing services under this Contract that changes in routes, stops or schedules may be made only with the prior approval of the Board. Additionally, prior to the opening of schools and throughout the School Year, all drivers shall traverse their assigned routes until they become familiar with all stops and roads ("trial runs"). Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the 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.

10.16 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under this Contract. The Contractor is prohibited from releasing special needs children, identified by the District, pre-school, or kindergarten through grade 2 children without supervision. If there is no one to meet the child, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

The Board may provide the Contractor with Transportation Care Plans for specific students. These Transportation Care Plans must be maintained on the bus, and the Contractor must develop procedures to ensure that said Plans are transferred to any spare buses that may transport the designated student(s).

- 10.17 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the Board's premises or buses utilized pursuant to this Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no alcohol, no smoking, no vaping is allowed on the buses, or on school property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages or illegal intoxicants shall be allowed at the bus depots. NBPS has a "drug free zone" and "no smoking/no vaping" policy on school property. The Proposer is expected to complete Appendix E.
- 10.18 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of, and comply with state law and the Board's regulations as to the prohibition of idling.
- 10.19 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the Board, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency. Dispatch must be notified immediately of such an event.
- 10.20 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the appropriate Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the Board in similar formats, the use of Microsoft Word and Excel are strongly recommended. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate any required software.
- 10.21 The Contractor shall perform criminal background checks (including fingerprinting) annually and, for new personnel, prior to being assigned a route, on any driver, monitor or any personnel that will drive vehicles, who provide the student transportation services pursuant to this Contract. The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under this Contract shall submit to, a records check of information maintained on the Connecticut Sex Offender Registry (the "Registry"). The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under this Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "DCF Registry"). If the Contractor receives any information that any such driver, monitor or any personnel that will drive vehicles has a criminal record, is on the Registry or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry or the DCF Registry and any other related information to the Board. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.
- 10.22 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 prior to 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 Superintendent.

- 10.23 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 Superintendent.
- 10.24 The Contractor shall provide written confirmation to the Superintendent that it has complied with this Section. The Contractor agrees that upon the Board's request, it shall promptly provide the Bord 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.
- 10.25 The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.
- 10.26 The Superintendent reserves the right to review all personnel records and personnel used in the performance of this contract and to reject a driver prior to actual employment. In the event that any driver demonstrates unsatisfactory performance, the Superintendent shall have the right to require the Contractor to replace or transfer the driver to another route within twenty-four (24) hours after notification, provided that the Superintendent shall make such request in writing, state the reasons therefore, and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. If replaced, the driver shall not thereafter be reinstated without the Superintendent's approval. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- 10.27 As a routine procedure, each driver will inspect his/her vehicle prior to beginning a route and maintain a written check list of the inspection. This check list shall be a maintained and shall be promptly provided to Superintendent upon 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 District.

In addition, after each trip within the route, the driver will walk to the rear of the bus and check every seat for forgotten articles, vandalism and particularly sleeping children. This inspection will occur during morning trips, afternoon trips and at the end of field and athletic trips.

- 10.28 Vehicle drivers shall immediately report to the Contractor all accidents, scheduling problems, stop issues, discipline issues, and any related problems. Drivers shall follow prescribed emergency procedures in the event of an accident or vehicle malfunctions. All accidents, whether there is an injury or not, shall immediately be reported to the Business Office. In the event of an injury, Contractor shall promptly prepare a written report to the Superintendent of the accident.

- 10.29 Prohibited Practices:

10.29.1 Drivers will not wear headphones during the course of driving a route.

10.28.2 Smoking is prohibited while transporting students.

10.28.3 Personal cellular phones are prohibited, but Contractor owned cellular phones might be used to enhance safety on regular routes and/or communication for field trips as well as for GPS.

10.28.4 Deviating from the routes as provided by the District.

10.28.5 Operating a vehicle beyond in excess of its rated capacity or the speed limit

10.28.6 Drivers will not be less than twenty-one (21) years of age or students in the NBPS.

10.28.7 Except for the Contractor name, no vehicle will carry political advertising.

- 10.30 The Contractor is responsible for students from the moment they board the bus or van until they exit the bus or van at home or school. The Contractor will require its drivers to report any disturbance, irregularities or disciplinary infractions by students to the building principal.
- 10.31 In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, the Contractor shall require that drivers stop the vehicles and not proceed until discipline is restored. The Contractor's office is to be immediately alerted via radio. The driver shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the appropriate school.
- 10.32 Only individuals specifically authorized by the Contractor and the Board will be allowed to ride the vehicles.
- 10.33 The Contractor will offer the employees of the current bus contractor the right of first refusal for employment, provided the drivers meet the Contractor's employment requirements.
- 10.34 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

ARTICLE 11. VEHICLES

- 11.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the Board, including but not limited to Type A vehicles, Type A vehicles with wheelchairs, vans (5-8 passengers) and any and all "spare" vehicles (collectively, the "Vehicles").
- 11.2 All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the Contract Term, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.
- 11.3 **The Parties acknowledge that the Board's transportation needs shall vary during the Contract Term. Vehicles shall be furnished in such number as deemed necessary by the Board for the services required under this Contract, except as otherwise provided in this Contract. If during the Contract Term there is a sufficient increase or decrease in student population that requires vehicles to be increased or decreased, the Contractor shall provide the necessary vehicles and drivers. All payments and credits for such additional or reduced vehicles shall be based on the rate per vehicle per day as set forth in the Pricing Pages.**

The Contractor shall have additional vehicles available for Special Trips as requested by the Superintendent. In addition to the foregoing vehicles, at all times during the Contract Term to meet the scheduled needs of the Board, the Contractor is required to maintain a spare vehicle ratio of at least ten percent (10%) of each vehicle type located at such a place to ensure that the spare vehicle can respond to a vehicle need within fifteen (15) minutes of the request. Contractor shall have available spare vehicles in a minimum amount equal to ten percent (10%) of each category without additional charge to the District.

- 11.3.1 The NBPS currently estimates that for the 2025-2026 School Year, it will need the vehicles used by the Board in the 2024-2025 School Year as set forth below for home-to school transportation services.

| Type of Vehicle | Quantity |
|-----------------------------|----------|
| Type A – (26 passenger bus) | 50 |
| Type A W/C – (2 W/C) | 7 |
| Type III (7 passenger van) | 41 |
| Type III (5 passenger van) | 29 |
| Type III W/C (2 W/C) | 5 |

The number of vehicles required each School Year, the types and capacity are subject to change and at the discretion of the Board.

- 11.3.2 The Board will work with the Contractor to ensure the appropriate type vehicle is being utilized for the route.

Each vehicle must be in compliance with EPA guidelines. Included on these vehicles, as applicable, must be a strobe light, and front cross bars on each bus as well as any other NHTS safety equipment requirements for school buses.

- 11.3.3 At no time during this Contract Term shall a vehicle being used to transport school children (including spares) exceed eight (8) years of age from the original date of manufacture. Failure to maintain the stipulated age requirements during this Contract life shall be considered a default under this Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of this Contract (calculated on September 1st of each year). For example, a bus with a 2017 chassis year, at the beginning of this contract period (7/1/25) would be considered eight (8) years old. Vehicle ages will be calculated each Contract Year and the Contractor will provide the Board with a detailed fleet listing of the vehicles to be used for the Board’s transportation at the beginning of each School Year stipulating that they meet this age criterion (See Exhibit D).

- 11.3.4 Each vehicle (including school buses, school mini buses, school lift buses and special education vans) shall be equipped with two-way radios of at least 30- watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicle shall be operated outside the Board’s boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. All radios or cell phones must be utilized consistent with Federal and State usage regulations. The Contractor shall provide the District with a portable two-way radio capable of communicating with all vehicles.

The Contractor shall provide the Contractor’s on-site transportation supervisors with the use of a “direct-connect” cellular telephone that is coordinated with the Contractor’s network.

- 11.3.5 All designated vehicles transporting special education students must have seat belts, seat belt covers, booster seats, car seats, child restraint seats, harnesses and other suitable restraints, oxygen placards, wheelchair lifts and other suitable equipment to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie- downs and one over the shoulder restraint. Should legislation require child restraints for students being provided service under this Contract, it shall be the Contractor’s responsibility to provide compliant restraints.

- 11.3.6 At all times during the Contract Term, all Type A vehicles used in the performance of this Contract must be equipped with at least two (2) video cameras on the inside of the vehicle and at least one (1) video camera on the outside of each vehicle to monitor passenger behavior and related activities at all times. All vans used in the performance of the contract must be equipped with at least one (1) video camera on the inside of the vehicle. 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 Contract. The cameras must be placed in locations approved by the District, with District 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 Contract is fundamental to the Contractor's performance and constitutes a material obligation of the Contractor under this Contract.

The Contractor shall provide the District 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. The Contractor shall ensure the data from such cameras is stored in a secure manner and shall retain camera output for a minimum of eighteen (18) school days. The Contractor shall also make available software for viewing, playback and event searching by District personnel, and the District shall have the right and option to log in remotely and view video/audio from the Board's offices. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board. Camera systems must provide the ability to "blur" or "mask" in order to remove facial recognition of passengers. The camera system must include a warning or notification function that alerts the driver, contractor and/or District when a camera system is not operational. In lieu of an automated trouble notification system, the Contractor must provide the District with a verifiable protocol to ensure that cameras will be operational at all times. The Contractor shall ensure that each bus include the proper notification signs stipulating the use of audio and video recording equipment.

- 11.3.7 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.
- 11.3.8 All vehicles shall be equipped with a global positioning system ("GPS"). The GPS system shall be subject to approval by the Board.
- 11.3.9 All vehicles must be equipped with Automatic Vehicle Locator (AVL) software 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.
- 11.3.10 All buses shall be painted the standard school bus yellow. Route numbers designated by the Board shall be prominently displayed on the buses, consistent with State regulations. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the Board, located in the foremost passenger windows on each side of the vehicle, or on magnetic signs prominently displayed on the vehicle. Spare vehicles must have a system to allow the proper identification when providing services on a route. All buses must be identified with signs reading "Consolidated School District of New Britain" located on both sides of the vehicles. Lettering shall be no less than 4" high. All special education vehicles shall be identified with signs reading "Carrying School Children," located on both sides of the vehicles.
- 11.3.11 All the vehicles shall be maintained in first class repair and working order and in clean and sanitary condition, shall be adequately heated, and shall have sufficient power to operate in accordance with the schedule of the Board under reasonably foreseeable circumstances. 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. Any problems, which might affect normal operation, shall be reported to the Superintendent or designee no later than 6:00 A.M. The Contractor must display a copy of the most recent state Motor Vehicle Inspection for each vehicle on the front interior of the vehicle.

- 11.3.12 Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior written approval by the Superintendent, only if there are spaces available on the vehicles and only in compliance with the Board's policies, drivers may transport up to two (2) of their own pre-school children on such routes. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required for the driver's children shall be the responsibility of the Contractor. If the Board gives its approval, it reserves the right to withdraw such approval if the driver benefit interferes with the provision of safe and effective services to the students or if there are no longer extra seats available on a vehicle. Such determination rests solely with the Board.
- 11.3.13 At any time during this Contract, the Board, at its discretion, shall have the right to conduct inspections of the Contractor's equipment, which may include riding the vehicles as a passenger, and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the Contractor. It shall be the responsibility of the Contractor to carry out these recommendations within the reasonable time period designated by the Board. The Contractor and the Board will negotiate the cost of any equipment beyond the terms and condition of this Contract.
- 11.3.14 The Board may, on written notice, require the Contractor to discontinue the use of any vehicle, which it judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any vehicle shall be ordered, the Contractor shall forthwith replace said vehicle with another vehicle, which is capable of fulfilling the requirements of this Contract and the schedule
- 11.4 The Contractor shall provide to the Board, at least two weeks prior to the start of each Contract Year, or as otherwise may be requested, a list to vehicles to be used for this Contract in the form of Exhibit D, including the V.I.N number, year of manufacture, make/model of the body, student and seating capacity, of each vehicle to be utilized during the Contract Year.
- 11.5 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 District.
- 11.6 Contractor must, upon request, provide the Board copies of vehicle maintenance records. The Contractor shall establish a daily inspection program of all vehicles and equipment and shall keep written records showing such inspections so that the Board or its authorized agent may, at any time, request the written record of the inspections made by the Contractor. Such records shall be on a form approved by the Board. 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 Superintendent upon request
- 11.7 During the Contract Term, the Contractor shall have the right to substitute new or equivalent vehicles, provided prior written notice is given to the Board and such substitution meets the terms and conditions of this Contract.
- 11.8 In the event that the Board or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during this Contract Term, which are specific requirements for the operation of this Contract or immediate installation is required for continuing operation of the vehicles, Contractor and Board in good faith shall negotiate price increases applicable to such equipment requirement.
- 11.9 Buses shall be made available to the City of New Britain for any emergency as declared by the Mayor. If drivers are not available, the Contractor agrees to allow the City of New Britain to use the buses with its own authorized drivers. The Board shall not require additional use of the vehicles other than as required by the terms of the Contract.
- 11.10 Fuel for the vehicles shall be paid for and provided by the Contractor and is included in the cost of the vehicles listed on the Pricing Pages.

ARTICLE 12. FACILITIES

- 12.1 The Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract to store vehicles. The Board prefers the site(s) to be utilized by the Contractor for the operation and maintenance services be located within the City. The location of the site(s) cannot change without prior written consent of the Board. The Board reserves the right to inspect the terminal(s) periodically during the Contract Term.
- 12.2 The Contractor will insure or self-insure its own equipment, materials, and supplies stored on the premises against the loss through fire, vandalism, and theft. Furthermore, the Board will not be responsible for the loss by fire, vandalism, or theft of any personal items of the Contractor's employees that are stored or used at these lots.
- 12.3 The Contractor shall pay all motor vehicle, personal, excise, sales, use and other taxes or assessments with respect to the Contractor's vehicles, equipment, personal property and business operations on the applicable lot prior to same becoming delinquent. The Contractor shall register all buses being used for the Board in the City and pay the appropriate taxes to the City.
- 12.4 When not operating in service to the Board or removed for maintenance service at another location, all vehicles being used to provide services under this Contract shall be parked at the above described lots and be subject to the control and supervision of the Contractor. Buses shall not be parked at private residences or any other locations in the Towns.

ARTICLE 13. TRANSITION PLAN

The Contractor shall implement the transition plan that is approved by the Board (the "Transition Plan"). The Transition plan must include, at a minimum, a plan for securing and establishing an operation and maintenance facility(ies) for the vehicles within the City, if not already in existence; hiring of personnel; securing vehicles; and the procedures and timeline(s) for the smooth continuation of the transportation program. If a facility is needed, a lease must be secured within fifteen (15) day following the approval of the Transition Plan.

ARTICLE 14. SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board, through its Superintendent, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special needs students who may have specialized loading requirements), and at no time are pupils to be transported off the public roads, except in compliance with present policy and/or practice.

ARTICLE 15. ROUTE SCHEDULING

- 15.1 The District shall provide the services and technology necessary to develop and plan routes. Primary responsibility for route development will rest with the Board in consultation with the Contractor, with final approval of the routes to be provided by the Superintendent or his/her designee. The Board reserves the right to change any and all of its routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Contractor, or any driver, without the prior permission of the Superintendent. In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the Superintendent shall be notified immediately. In order to maintain the highest levels of customer service, the Contractor shall cooperate and collaborate with the District to resolve any route, time, schedule or other operational difficulties which arise during this Contract Term.
- 15.2 The District reserves the right to change, reduce or designate additional pickup or discharge points when in the opinion of the District it is necessary for the safety and welfare of children. This shall be at no additional charge to the Board.

- 15.3 Routes and schedules are to accommodate class schedules and shall be determined by the Board. The Transportation Manager must be notified by telephone when a bus driver is aware that there will be a delay of fifteen (15) minutes or more in the transportation of students.
- 15.4 The Board reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for in this Contract.
- 15.5 The District agrees that it shall provide reasonable notice of any changes which become necessary or desirable in routes and time schedules, typically 24 to 48 hours at a minimum.
- 15.6 Special Education schedules shall reflect the unique needs of special education students. Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The Board will endeavor to provide the Contractor with at least seventy-two (72) hour notice prior to the initiation of said new service.
- 15.7 The transportation services shall include the number of vehicles with built-in car seats needed to maintain the pre-kindergarten and special needs routes that are necessary to properly operate the home-bound and the school-bound routes.
- 15.8 The transportation services shall include inter-school routes, as required by the District.
- 15.9 Vehicle operators must adhere to District routes and time schedules. Vehicle operators who discover cause for a route or a time adjustment shall promptly report same to the Dispatcher. The Contractor is expected to provide the District with active assistance in evaluating route efficiency. Changes in routes and time schedules shall take place only after authorization by the District.
- 15.10 The District believes that the best transportation programs exist where the same vehicle operators are on the same routes, every day. In order to ensure continuity in the provision of services, and in order to reduce student discipline issues, vehicle operators assigned to AM and/or PM runs are prohibited from leaving these assigned runs to perform other duties. The District reserves the sole right to make exceptions to this provision.
- 15.11 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board, including the calendars of other schools for which the Board is responsible for furnishing transportation. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as the Board declares official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools (if any are established in the future). The list of mandated legal holidays for the Board will be published no later than the second week of school. There may be days in which there are legal holidays for the NBPS, but other schools for which the Board furnishes transportation are in session and the Contractor shall furnish transportation on such days.
- 15.12 A copy of the route the vehicle is serving and the student's names and addresses in the routes will be carried in the vehicle at all times. Drivers and spare drivers are expected to be familiar with routes prior to the opening of school.
- 15.13 Dismissal Schedules - The service contracted is mutually understood to be contingent on the time schedules set forth in the regular route specification. The Contractor shall also provide:
- 15.13.1 The Board's district-wide mid-day dismissals when required.
- 15.13.2 Late runs upon the District's request.

- 15.13.3 Early dismissals and late arrivals as per calendars provided by the Board.
 - 15.13.4 Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor shall accommodate these early dismissals at no additional cost to the Board.
 - 15.13.5 Dismissals as required during January and June examination weeks in the high school.
 - 15.13.6 Summer transportation may be modified year to year by the Board, and as required by the individual student programs. Summer transportation shall commence with the summer of 2025.
 - 15.13.7 The Contractor will delay, at no additional cost to the Board, the morning routes as requested and vehicles are to be available on any day that the Superintendent institutes a delayed opening of school due to adverse conditions or any other emergency.
- 15.14 Vehicles shall pass over state highway and town-accepted roads only. If this cannot be accomplished, the Superintendent is to be notified as soon as possible. If any route cannot be traveled as planned, the Contractor shall notify the Superintendent immediately. If emergency conditions necessitate a temporary change in routes, the Superintendent shall be notified.
- 15.15 Trial Runs
- On a day established by the Board and within two weeks prior to the first day of service under this Contract, each regular driver for the Board’s transportation services will make at least one (1) trial AM and PM run to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. The Contractor must provide written verification of this trial run process to the Board no later than one (1) week prior to the beginning of school of each Contract Year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of the trial runs shall be borne by the Contractor and will not be billed to the Board. However, the Board reserves the right to require additional trial runs and in those instances such Board will reimburse the Contractor for its documented out-of-pocket expenses for these runs.

ARTICLE 16. OPERATING MATTERS

- 16.1 Boards’ Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the Board as set out in the present written policies and rules of the Board, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Board for its transportation services. The Board’s policies are available on its websites.
- 16.2 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. The Contractor shall be prohibited from releasing the following students from a vehicle without adult supervision being present: (a) any student attending pre- kindergarten or kindergarten, (b) any student afraid to be released, or (c) any other student otherwise identified as being transported under any “Special” program designation according to District transportation records. The District reserves the right to make exceptions to this requirement on a case-by-case basis. 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. Dispatch shall notify The District immediately.
- 16.3 The Contractor must be familiar with any District policies (including, but not limited to, the District’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 District policies in their forms as posted on the District's website as of the commencement date of the Agreement or as otherwise provided by the District 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.

16.4 The responsibilities of vehicle operators include:

16.4.1 ensuring that all students are seated and remain seated while the vehicle is in operation;

16.4.2 ensuring that students board or leave a vehicle only when it is stopped;

16.4.3 ensuring a student does not leave a vehicle except at designated stops unless otherwise authorized by the District in writing;

16.4.4 remaining in the vehicle at all times when students are on board, unless relieved by authorized personnel;

16.4.5 immediately report to the Contractor all accidents of any nature, whether or not there are any injuries and the Contractor shall immediately report same to the District;

16.3.6 pickup 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 afraid to be released, or (c) any other student being transported under any "Special" program designation according to District transportation records or otherwise identified by the District. Exceptions can be agreed upon for safety reasons only.

16.5 The Board may provide the Contractor with Transportation Care Plans for specific students. These Transportation Care Plans must be maintained on the bus, and the Contractor must develop procedures to ensure that said Plans are transferred to any spare buses that may transport the designated student(s). The Contractor is fully responsible and accountable for implementing the plans.

16.6 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. Additionally, drivers and bus aides, monitors and/or attendants assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers, monitors, attendants and aides shall also receive training on the proper methods of securing each type of wheelchair transported under this Contract. The cost of such instruction shall be paid by the Contractor.

The Board may make available to the Contractor's employees additional specialized training for the Board's transportation services. The Board will cover the cost of said training with the exception of the Contractor's employees' wages which shall be the responsibility of the Contractor. The Contractor shall make all reasonable efforts to facilitate the scheduling and employee availability for this training.

16.7 Emergency Bus Drill: The Contractor shall, when requested, provide a bus and driver for annual student emergency bus evacuation drills, as required by law, as well as new student bus safety indoctrination programs. The Board shall arrange for the drills or programs for its students. Such services shall be provided at no additional cost to the Board. All training must meet or exceed the mandates included in the policies of the Board.

16.8 Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather or other emergencies, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the Superintendent.

Should the NBPS experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the Board.

- 16.9 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.”
- 16.10 After school, vehicles shall not leave the school until they are released by the school administration or designated staff 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 District.
- 16.11 Vehicles and drivers 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.
- 16.12 No pre-kindergarten through grade 8 student shall arrive at school more than ten (10) minutes prior to the school opening in the morning. No pre-kindergarten – grade 8 student shall remain at school waiting for transportation home for more than ten (10) minutes after school has dismissed.
- 16.13 The Contractor must make available the necessary vehicles for the transportation of students, teachers and other designated persons to and from Special Trips in-state and out-of-state. Payment for Special Trips shall be made in accordance with Exhibit A.
- 16.14 The Contractor must immediately notify the District if any specific special needs student is a “no show” and not transported on their scheduled route.
- 16.15 The District must be notified by telephone when a bus driver is aware that there will be a delay of fifteen (15) minutes or more in the transportation of students.
- 16.16 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 District. 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 is likely to result in injury or danger to any student, 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 Contractor shall promptly notify the District Transportation Department. The Contractor may also 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 not allow any misbehavior by students. The vehicle operator shall also report, in writing, all such occurrences to the Contractor, and the Contractor shall promptly forward the written reports to the principal of the school for which each student attends.

If requested by the District, the vehicle operator will enforce the District’s request for assigned seating on the bus. The District will work with the Contractor and driver to develop the seating chart, and the driver will implement and enforce this requirement.

- 16.17 The Contractor’s Reports: The Contractor shall deliver to the Superintendent or his/her designee, its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and attendant training programs, driver discipline matters and related documentation, and other items related to the performance of this Contract. A sample format is included as Exhibit D. The Contractor and a representative from the Board shall meet prior to the beginning of school to finalize the information to be contained on this report.

- 16.17.1 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a vehicle being used under this Contract, the Board’s designated liaison must be notified immediately. Any written reports which may be necessary will be completed by the Contractor in a timely fashion. The Contractor must also comply with all Federal, State, and/or Board regulations or policies relative to accident reporting, investigations, and reviews. The Board reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.
- 16.17.2 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving a Board’s student, the Contractor shall immediately notify the individual school building administration, and the Board’s liaison, in the manner as prescribed by the subject school or the Board’s policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the Board.
- Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect for the Board system as to such students during the Contract Term. It is of paramount importance that drivers maintain good order on the school buses. Drivers may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause the Board to request the removal of such driver who fails to do so. Any cost or salary reimbursement for attendance by drivers shall be borne by the Contractor.
- 16.17.3 Student Counts: A student count for the Board’s students is required at least four times per School Year. The Board will provide the Contractor with the schedule for these student counts. The Contractor will provide whatever assistance is requested to assist the Superintendent in the compilation of this data.
- 16.17.4 Compliance with Section 10-221c reporting. The Contractor shall assist the Board in the tracking and filing of complaint and accident information consistent with the requirements of Section 10-221c of the Connecticut General Statutes.
- 16.17.5 Driver’s Daily Reports: If required by the Superintendent or his/her designee, each bus driver shall file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his designee during business hours.

16.18 Rights to Property: As a condition of this Contract, the Contractor agrees to allow the Board’s administrative personnel or their authorized representative(s) on any property connected with the service provided to the Board for the purpose of inspection at any time. The Contractor shall also make the garage facility and maintenance records available for inspection by school personnel of the Board.

16.19 Authorization of Students for Transportation: Only those children, adults or other person(s) authorized by the Board to be transported shall be transported in the vehicles used for the Board’s transportation under this Contract. The Contractor shall agree to secure the prior written approval of the Board before agreeing to undertake the transportation of pupils for other, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the Board with copies of each such related contract with another school, Board or individual for such transportation. The Board reserves the right to assign students from other school districts to buses/routes. The Board reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the Board and the Contractor.

16.20 Advertising: Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the Board.

ARTICLE 17. SPECIAL TRIPS

17.1 Field Trips and Other Activity Trips: The Contractor agrees to furnish such vehicles as the District 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 District for such trips in a manner consistent with Exhibit A.

- 17.2 Billing for Special Trips shall be submitted to the Transportation Department. The District reserves the right to modify the invoice submittal procedure during this Contract. Term.
- 17.3 Notwithstanding anything contained herein to the contrary, the Contractor does not have the exclusive right to provide transportation for Special Trips and the District may contract with another transportation provider for such services at any time.
- 17.4 In the event that a field or sports trip is not cancelled by the District with at least one (1) hour of notice provided to the Contractor, and if the Contractor can demonstrate to the satisfaction of the District that it incurred labor costs due to the late cancellation, then the District shall pay the Contractor a cancellation fee equal to one (1) Special Trip hour.
- 17.5 The District will reimburse the Contractor for tolls necessary for any District authorized out-of-district trips. Toll reimbursement must be requested through the submission of a valid receipt with the invoice for the trip which includes tolls.
- 17.6 The City, or any department of the City, may choose to contract for transportation services for Special Trips or their summer programs. These buses shall be provided to the City or the department at the same rates as provided to the District under the Contract.
- 17.7 Should the City experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. In light of the potential difficulties in providing these services, it is recognized that the Contractor will make all reasonable efforts to cooperate with the evacuation requirements. The rate for reimbursement of costs incurred by the Contractor shall be based on the Excess Hourly Rate for the appropriate vehicle size.

ARTICLE 18. CHANGES IN BASE PROGRAM

Should changes in the Board's operation require an increase or decrease in the number of vehicles needed to properly operate the program for the Board, the change shall be reflected by using the proposal amount quoted per vehicle, per day on the Contractor's Pricing Pages contained within the "Form of Proposal". Additional vehicles shall be at the price per vehicle/per day described in the Contractor's Pricing Pages (Exhibit A). Any reduction in vehicles shall reduce the amount paid by the Board per vehicle/per day as shown in the Contractor's Pricing Pages attributable to the vehicle(s) that are no longer needed. Such modifications shall reflect the appropriate renewal increases.

The Board must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation from the Board. Failure by the Contractor to notify the Board of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to this Contract.

ARTICLE 19. COMPLIANCE REQUIREMENTS

19.1 Compliance with Title IX Regulations

The Contractor shall comply with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education).

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

19.2 Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

The Contractor shall comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability).

ARTICLE 20. TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT

The Board may terminate this Contract with thirty (30) days written notice from the Board to the Contractor and such notice shall provide the date of termination. If this Contract is terminated by the Board as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by the Contractor prior to the date of termination. The Contractor will include any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total cost as to the Board within thirty (30) days of the termination date.

In addition, the Board has the ability to cancel this Contract at the end of any Contract Year due to the failure of the state legislature or other applicable government entity to provide adequate funding to allow the Board to provide transportation services to students within the District. The Board shall provide written notice to Contractor of such termination one week after budget confirmation and prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of this Contract in accordance with this provision, the Contractor shall be entitled to a right of first refusal to provide continuing services to the Board under this Contract.

ARTICLE 21. DEFAULT

21.1 Contractor's Default: If, at any time during this Contract Term, it is determined at the sole discretion of the Board that the Contractor:

- (a) has failed to provide the level of services required under this Contract;
- (b) has failed to fulfill services required in accordance with agreed schedules;
- (c) has become insolvent;
- (d) makes an assignment for the benefit of creditors;
- (e) files a voluntary petition in bankruptcy;
- (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
- (g) abandons the work;
- (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under this Contract other than as provided herein;
- (i) fails to provide the insurance required in this Contract;
- (j) fails to provide the Performance Bond required by this Contract; or
- (k) fails to comply with any other term or condition contained in this Contract.

The Board shall have the right to terminate this Contract upon thirty (30) days written notice to the Contractor of such default ("default notice") and an opportunity to cure the violation. If, at the end of the thirty (30) day default notice period, the Contractor has not remedied the violation, the Board may terminate this Contract with fifteen (15) additional days' notice, to be effective at the end of the additional fifteen (15) days' notice. This remedy is in addition to any other remedies the Board may have.

21.2 In the event of termination of this Contract pursuant to a notice of default and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor and surety will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including but not limited to costs associated with the bidding process, including attorney's fees, and any and all increase in costs for transportation service for the duration of the term of the original Contract irrespective of the Performance Bond.

21.3 In addition, in the event that the buses contracted for herein are unavailable for service, except as a result of any cause in accordance with Article 23 the Contractor shall be considered in default and the Board shall be free to contract with any other person or company for bus transportation service. One-day cessation of bus services shall constitute a default of this Contract except as a result of any cause in accordance with Article 23. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day.²¹In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, 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 bus service. The Contractor shall obtain temporary interim service and shall compensate the Board for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the Board shall have the option of terminating this Contract, calling the

Performance Bond and/or other security or taking such action as may be authorized by law.

- 21.4 In the event that more than 10% of 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 10% of vehicle operators, (a) the Contractor shall be considered in default and the District shall be free to contract with any other person or company for the transportation services and (b) the District 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 District contract with another person or company for the transportation services for the reason(s) described above, the Contractor shall compensate the District for the costs the District incurs.
- 21.5 Notwithstanding the thirty (30) day's default notice, in all cases where the Contractor ceases service for one or more school days, except as a result of any cause beyond its control, the Board shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any Performance Bond submitted with this Contract to the Board shall so specifically state.
- 21.6 Board Default: If the Board fails to pay Contractor for services actually provided in accordance with this Contract, Contractor shall have the right to terminate this Contract upon forty-five (45) days written notice to the Board of such default ("default notice") and an opportunity to cure the violation. Within that forty-five (45) day default period, the Board shall request and receive from Contractor backup justification to support Contractor's claim for payment. If, before the end of the forty-five (45) day default notice period, the Board determines, based upon the documents produced by the Contractor, that the Contractor has demonstrated that additional payments for services rendered have been supported, the Board shall pay the Contractor for those services within fifteen (15) days of its determination. The Contractor may terminate this Contract with fifteen (15) additional days' notice, to be effective at the end of the additional fifteen (15) days' notice if the Board continues to withhold payment for services proven to be actually performed.

ARTICLE 22. NON-PERFORMANCE DAMAGES

The Board has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Board and the Contractor agree that in certain circumstances, the actual amount of damages incurred by the Board will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess, related to the services provided to the Board, damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Board will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the Board will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the Board's decision on whether or not a mitigating circumstance existed.

In view of the difficulty of quantifying and calculating the damages the Board will suffer by reason of performance failures on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages and enforceable for breach of this Contract:

- 22.1 If at any time the Contractor does not provide the required number of buses, monitors or drivers necessary under this Contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$150.00, or the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the Contract terms, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section unless agreed upon by the Board.
- 22.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the twenty (20) minute of the need for such vehicle, the Board shall deduct from its monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$100.00.
- 22.3 This Contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the Contractor of such problems. Should similar operating

problems reoccur within thirty (30) days, the Board reserves the right to deduct \$150.00 from its monthly payment for each such occurrence.

- 22.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by a Board and/or does not meet the requirements of the State of Connecticut, the Board shall deduct \$200.00 per day from the Board's monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
- 22.5 The Board requires that all vehicles that are utilized in the performance of this Contract have operating and active radios, or comparable communication devices (cellular phones). A \$100 per day per vehicle liquidated damages shall be assessed for any vehicle which does not comply with this requirement.
- 22.6 The Board requires that all 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 \$100 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.
- 22.7 The Contractor will provide video footage upon request by the Board within twenty-four (24) hours. A \$100 per day per request liquidated damages shall be assessed for any request that is not met within this timeframe.
- 22.8 The Contractor is precluded from the use of any vehicle performing services under this Contract (including spares) that exceeds eight (8) years of age. Should a vehicle be utilized in violation of the fleet age provisions, the Contractor will be assessed a \$100 per day per vehicle liquidated damages plus the per diem cost for that vehicle.
- 22.9 The Manager, Dispatcher and/or on-site transportation supervisors are precluded from driving duties or maintenance duties, except in an emergency. Should the Manager, Dispatcher, and/or on-site transportation supervisors drive one or more routes without the prior approval of the Board, the Board reserves the right to deduct for that portion of the run operated from monthly payments due from the Board, plus assess a \$50 per occurrence liquidated damage.
- 22.10 Special Trips are an important element of the Board's special educational program. Therefore, it is expected that the Contractor will meet the Board's needs given 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 driver(s) and/or vehicles will result in non-payment by the Board for the trip, a \$1000 per missed trip liquidated damages deduction from any payments due to the Contractor under this Contract, and a reimbursement to the Board for any financial consequential damages that the Board may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than fifteen (15) minutes late for any aspect of a scheduled trip, the Board reserves the right to assess \$100 per trip liquidated damages for the late arrival.

The Board realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the Board at the earliest possible date/time of the potential shortage. No liquidated 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 sufficient staff to meet the Board's needs.

- 22.11 A reliable transportation program 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 bus is more than fifteen (15) minutes late in the AM or PM, the Board has the right to deduct \$50 from the monthly billing for each infraction. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), liquidated damages will not be assessed.

- 22.12 Buses may be required to carry the Transportation Care Plans provided by the Board for assigned students. If a bus is found not to have on-board the required Care Plan, such Board reserves the right to deduct \$50 per day from its monthly billing for each day that the Plan is absent from the bus.
- 22.12 It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the Board to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the School Year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the Board under this Contract, in law and equity.

In the event there is any increase or decrease in service levels, Contractor shall be afforded a period of ten (10) School Days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet School Board requirements.

Board must notify the Contractor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. The Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. If the Contractor has not satisfactorily cured the incident, the Board may bill the Contractor for such damages.

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

ARTICLE 23. ACTS NOT IN CONTROL OF CONTRACTOR

Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes, to the extent beyond its reasonable control: 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 (each a "Force Majeure Event"), and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

For the avoidance of doubt, Force Majeure Events 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) the failure to provide sufficient drivers to perform the service under the Contract supply chain issues or (e) a party's financial inability to perform its obligations hereunder.

ARTICLE 24. PERFORMANCE BOND

The Contractor shall furnish at its own expense a Performance Bond with an option to renew, as determined by the Board, each succeeding year of the Contract Term, in a form satisfactory to Board conditioned on the faithful and continuous performance of this Contract's terms and conditions. For the 2025-2026 Contract Year, the bond shall be equal to one hundred percent (100%) of the Contract Price for the Contract Year. The Performance Bond shall be issued by a surety company acceptable to the Board and licensed to do business in Connecticut. Should the Contractor fail to deliver the Performance Bond, the Board shall withhold any and all payments to the Contractor until such time as the performance bond is received by the Board.

By January 31 of the preceding Contract Year, the Board will advise the Contractor if a Performance Bond is required for the next Contract Year and it will advise if the penal sum for the Performance Bond will be 100%, 75% or 50% of the price for the stated Contract Year.

Any contract Year for which a Performance Bond is required shall be sent to the Superintendent at least 30 days prior to the initiation of the services to be provided for that Contract Year. Failure to timely provide the Performance Bond may be considered a default under the Contract, in the sole discretion of the Board.

ARTICLE 25. NO ASSIGNMENT BY CONTRACTOR

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the Board. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in an LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a contract assignment under this provision.

ARTICLE 26. INCORPORATION OF DOCUMENTS

All of the documents attached hereto, as well as the RFP, together with all exhibits thereto and any addendum or Addenda, and Contractor’s Proposal, shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term “Contract documents” shall include all of the aforesaid.

ARTICLE 27. OTHER CONTRACTORS

The Board reserves the right to award the contract to multiple vendors. In order to meet the operating requirements of the Board, it is understood that this Contract in no way excludes the Board from using their own vehicles, drivers, aides, monitors and/or attendants or services provided by other school boards. The Board may also contract with other contractors in the event that the Contractor cannot meet the Board’s needs.

ARTICLE 28. NO WAIVER

No action or failure to act on the part of the Board to enforce its rights or remedies under this Contract shall constitute a waiver of any right or remedy to which the Board is entitled, nor shall such action or failure to act on the part of the Board waive any duty on the part of the Contractor to perform under this Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE 29. FREEDOM OF INFORMATION ACT

The Board is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). The Board is entitled to receive a copy of records and files related to the performance of the transportation services, and such records and files are subject to FOIA and may be disclosed by the Board pursuant to FOIA.

ARTICLE 30. GOVERNING LAW, MERGER, SEVERABILITY

- 30.1 Choice of Law. The parties agree that this Contract and any disputes arising from or relating to this Contract, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- 30.2 The parties shall negotiate in good faith to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies in accordance with law.
- 30.3 Choice of Forum. The parties agree that any and all disputes arising from or relating to this Contract, including its formation and validity, shall be settled in the courts of the State of Connecticut.
- 30.4 Amendment. This Contract may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- 30.5 Severability. A court finding of invalidity for any provision of this Contract does not invalidate other provisions or applications that are not affected by the finding.

ARTICLE 31. STUDENT DATA PRIVACY

Article 31 identifies the obligations of the parties relative to the safety and confidentiality of student information and student records and student generated content (collectively, “Student Data”) received or obtained by the Contractor from the Board in connection with this Contract.

31.1 For purposes of this Article, “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 it’s implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

31.2 The Parties agree that the Student Data Privacy Policy control over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

31.2.1 The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning Student Data that is applicable to the Board without the written agreement of the Board.

31.2.2 All Student Data provided or accessed pursuant to this Contract is and remains under the control of the Board. All Student Data are not the property of, or under the control of, the Contractor.

31.2.3 The Board may request that the Contractor delete any Student Data in the Contractor’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such Student Data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested Student Data within two (2) business days of receiving such a request.

31.2.4 The Contractor shall not use Student Data for any purposes other than those authorized in this Contract and the Contractor, and may not use Student Data for any targeted advertising.

31.2.5 If the Contractor receives a request to review Student Data in the Contractor’s possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within a reasonable amount of time, and without undue delay after receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board’s Confidentiality and Access to Education Records Policy.

31.3 Security and Confidentiality of Student Data

31.3.1 The Contractor and the Board shall ensure that they each comply with the FERPA.

31.3.2 Further, the Contractor shall implement and maintain security procedures and practices designed to protect the security and confidentiality of Student Data that, based on the sensitivity of the data and the risk of unauthorized access.

31.3.2.1 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;

31.3.2.2 Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;

31.3.2.3 Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

31.4 Prohibited Uses of Student Data

31.4.1 The Contractor shall not retain, and the Board shall not otherwise make available, any Student Data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Contract for the purpose of storing student-generated content.

31.5 Data Breaches

31.5.1 Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of Student Data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent or his/her designee and shall include the following information, to the extent known at the time of notification:

31.5.1.1 *Date and time of the breach;*

31.5.1.2 *Names of student(s) whose Student Data was released, disclosed or acquired;*

31.5.1.3 *The nature and extent of the breach;*

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

31.5.2 Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, unless a longer period is allowed under applicable law, shall provide the Board with a notice of the breach. During such thirty (30) day period, the Contractor may (a) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (b) restore the reasonable integrity of the Contractor’s data system. To the extent known, the Contractor’s notification to the Board shall include the following information: 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. The Contractor agrees to supplement its notification to the Board to the extent that additional information becomes known after its initial notice to the Board.

31.5.3 The Contractor agrees to cooperate with the Board with respect to investigation of the breach. If the breach was caused by the Contractor, the Contractor agrees to reimburse the Board for its reasonable and documented 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.

31.6 Term of Article 31

31.6.1 Upon conclusion or termination of this Contract, Article 31 shall terminate when all of the Student Data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board. 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 31.6.2 below.

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

ARTICLE 32. PUBLIC RELATIONS

- 32.1 The Contractor shall understand the relationship between the quality of service and its interdependency with parent relations.
- 32.2 The Contractor shall work with the school administration, as designated by the Superintendent, to maintain the best possible parent/community relations.
- 32.3 The Contractor will cooperate with the District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program can be brought to the attention of the public. The Contractor will not directly provide information or communicate directly with media without prior District approval. The District will provide Contractor with a list of subjects that may be discussed with parents and community directly without approval.
- 32.4 The Contractor shall fully inform its employees of the requirement to support the District in maintaining a quality public relations program.

ARTICLE 33. NOTICES

Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

Consolidated School District of New Britain
Transportation Manager
272 Main Street
New Britain, CT 06051

Contractor

ARTICLE 34. AFFIRMATIVE ACTION

34.1 The District 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.

34.2 The Contractor will submit a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Contract because of race, color, creed, sex or national origin. The Contractor agrees to take affirmative action to ensure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin. See Appendix F.

By _____
_____, Superintendent
Duly Authorized

Company _____.

By _____
Print Name
Duly Authorized

EXHIBIT A to CONTRACT
PRICING PAGES

EXHIBIT B to CONTRACT

INVOICE FORM

The form of invoice can be found on the link below:

<https://www.csdnb.org/departments/finance/rfps-and-calls-for-bids>

**EXHIBIT C to CONTRACT
INSURANCE REQUIREMENTS**

EXHIBIT D to CONTRACT

FLEET LIST

EXHIBIT E to CONTRACT

FORM OF REPORT

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| Injuries: | | | | | | | | | | | | | | | | | | | |
| Cause: | | | | | | | | | | | | | | | | | | | |
| Student Discipline: | <div style="border: 1px solid black; height: 60px;"></div> | | | | | | | | | | | | | | | | | | |
| Driver Discipline: | <div style="border: 1px solid black; height: 60px;"></div> | | | | | | | | | | | | | | | | | | |
| Driver Training: | <div style="border: 1px solid black; height: 30px;"></div> | | | | | | | | | | | | | | | | | | |
| MISC: | <div style="border: 1px solid black; height: 100px;"></div> | | | | | | | | | | | | | | | | | | |

RFP EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall agree to maintain in force the following **minimum** insurance coverages and shall name The City of New Britain & The Consolidated School District of New Britain **as Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. (Minimum Limits)

| | | |
|--|--|---------------------------|
| General Liability | Each Occurrence | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Products/Completed Operations | \$2,000,000 |
| | Aggregate | |
| Sexual Misconduct & Molestation (as a separate policy or an endorsement to the General Liability Policy) | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |
| Automobile Liability (policy includes Symbol 1 for all vehicles) | Combined Single Limit Each Accident | \$1,000,000 |
| Excess Liability (follow form over General Liability, Sexual Misconduct, Auto Liability & Employers Liability) | Each Occurrence Aggregate | \$20,000,000 \$20,000,000 |
| Workers' Compensation and Employers' Liability | WC Statutory Limits | |
| | EL Each Accident | \$1,000,000 |
| | EL Disease Each Employee | \$1,000,000 |
| | EL Disease policy Limit | \$1,000,000 |

Original, completed Certificates of Insurance must be presented to The City of New Britain and The Consolidated School District of New Britain prior to contract issuance. Contractor agrees to provide replacement/renewal certificates prior to the expiration date of the policies. Should any of the above-described policies be cancelled or coverage reduced before the expiration date 30 day written notice must be given to The City of New Britain and The Consolidated School District of New Britain.

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.

The Contractor shall deposit with the Business Office satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date.

Annual binders evidencing insurance coverage shall be provided to the Business Office, no later than August 1st of each Contract Year, or June 15th of each Contract Year if summer transportation services are being provided the Board. 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. Failure to provide binders in a timely manner shall be considered a Contract default.

All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the Board. It shall further state that a similar thirty (30) days prior written notice will be given to the Board prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The Board reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Board constitutes a material breach of the Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Board, including termination.

In fulfilling the obligations of the Contract, care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the Board. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

Contractor will be responsible for the cost of vandalism to the vehicles. The Board will cooperate with the Contractor to keep vandalism low and prosecute violators to the fullest extent of the law. Any remuneration recovered as a result of vandalism on school buses will become the property of the Contractor. Board supports and encourages the use of technology to enhance safety and behavior on buses.

EXHIBIT C

FORM OF INVOICE

The form of invoice can be found on the Bidders flash drive or the link below:

<https://www.csdnb.org/departments/finance/rfps-and-calls-for-bids>

SCHEDULE 1

EQUIPMENT REQUIREMENTS

Proposal and Bond Calculation Basis: Cost Comparison Calculation

Because all the desired pricing variables make it difficult to make an “apples-to-apples” comparison of the various Proposals, for the purpose of comparing cost proposals, and for the calculation of bond costs, the following daily bus usage profile will be used as a mechanism to analyze all of the various prices in the Proposals. This daily bus usage profile represents the Board’s hypothetical transportation needs on an annual basis and ***does not represent the exact actual usage of each bus, which, in accordance with the Instructions to Bidders, paragraph 10 and Form of Contract 2.1.6 are subject to change. This Cost Comparison will be used to determine whether a city-based Proposer satisfies Section 2-578(10). Proposers should note that Section 2-578, item 10, of the City of New Britain Code of Ordinances allows up to a ten (10) percent differential in favor of resident bidders for all purchases and contracts***

SCHOOL YEAR SPECIAL TRANSPORTATION

| | 4 hrs | 4.25 hrs | 4.5 hrs | 4.75 hrs | 5 hrs | 5.25 hrs | 5.5 hrs | 5.75 hrs | 6 hrs | Excess Hours |
|-------------------------|-------|--|---------|----------|-------|----------|---------|----------|-------|--------------|
| Special Needs | | | | | | | | | | |
| Type II – 26 Passenger | 33 | 4 | 3 | 1 | | 1 | 1 | 1 | 7 | 2.25 |
| Type II Wheelchair | 6 | 0 | 0 | 0 | | 1 | 0 | 0 | 0 | 0 |
| 8 Passenger Transit Van | 37 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| 5 Passenger Mini Van | 26 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 |
| 2-W/C Van | 5 | | | | | | | | | |
| Bus monitors | 160 | Hours per day (based on 40 attendants) – Special Needs | | | | | | | | |

SUMMER SPECIAL TRANSPORTATION

| | 4 hrs | |
|-----------------------------|-------|--|
| Special Needs | | |
| Type II – 26 Passenger | 20 | |
| Type II Wheelchair | 5 | |
| 8 Passenger Transit Van | 25 | |
| 5 Passenger Mini Van | 3 | |
| Additional Services: | | |
| Bus monitors | 160 | Hours per day (based on 40 monitors) – Special Needs |

Estimated annual Special Trips for Proposal and bond calculation purposes:

| | DRIVING HOURS | WAITING HOURS | BILLABLE MILES |
|-------------------------|---------------|---------------|----------------|
| IN-BOARD | | | |
| Special Needs Vehicle | 300 | 500 | |
| Wheelchair Lift Vehicle | 20 | 20 | |
| OUT-OF-BOARD | | | |
| Special Needs Vehicle | 400 | 300 | 3300 |
| Wheelchair Lift Vehicle | 50 | 40 | 1800 |

VEHICLE AGE

All Vehicles shall be no more than eight (8) years old as of July 1, 2025. 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, gasoline or electricity.

GPS/AVL

All vehicles 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 District and must integrate with the District’s VersaTrans routing software.

In addition, all vehicles used by the successful Bidder shall be compatible with the District’s Automatic Vehicle Locator (AVL) software utilizing 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.

Each Bidder shall provide proof of adequate computer equipment to access the New Britain transportation software to be used by the Contractor during the Term. The Board reserves the right to use its own software.

CHILD CHECK MATE SYSTEM

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

CAMERAS

All Type A buses used in the performance of the contract must be equipped with at least two (2) video cameras on the inside of the vehicle and at least one (1) video camera focused on the outside of each vehicle to monitor driver performance and passenger behavior and related activities at all times. All vans used in the performance of the contract must be equipped with at least one (1) video camera on the inside of the vehicle. 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 District 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. The Contractor shall ensure the data from such cameras is stored in a secure manner and shall retain camera output for a minimum of eighteen (18) school days.

SCHEDULE 2

CONSOLIDATED SCHOOL BOARD OF NEW BRITAIN SCHOOL SCHEDULES

(as of 12/16/2024, subject to change)

| School | Regular Schedule | 2-Hour Late Opening | 2-Hour Early Dismissal |
|--|--------------------|---------------------|------------------------|
| Full Day Pre-K (Gaffney, RELC) | 9:00 AM – 3:00 PM | 11:00 AM – 3:00 PM | 9:00 AM – 1:00 PM |
| Morning Pre-K (Gaffney, RELC) | 9:00 AM – 11:30 AM | No School | 9:00 AM – 11:30 AM |
| Afternoon Pre-K (Gaffney, RELC) | 12:30 PM – 3:00 PM | 12:30 PM – 3:00 PM | No School |
| Elementary (except Smalley and DiLoreto) | 8:55 AM – 3:35 PM | 10:55 AM – 3:35 PM | 8:55 AM – 1:35 PM |
| Gaffney KEY Program | 8:55 AM – 3:15 PM | 10:55 AM – 3:15 PM | 8:55 AM – 1:15 PM |
| DiLoreto Elementary & Middle School | 8:10 AM – 2:50 PM | 10:10 AM – 2:50 PM | 8:10 AM – 12:50 PM |
| Pulaski and Slade Middle Schools | 8:10 AM – 2:50 PM | 10:10 AM – 2:50 PM | 8:10 AM – 12:50 PM |
| Smalley Elementary School | 8:10 AM – 2:50 PM | 10:10 AM – 2:50 PM | 8:10 AM – 12:50 PM |
| HALS Academy | 7:30 AM – 2:15 PM | 9:30 AM – 2:15 PM | 7:30 AM – 12:15 PM |
| The Catalyst Academy | 7:50 AM – 1:30 PM | 9:50 AM – 1:30 PM | 7:50 AM – 11:30 AM |
| Brookside School | 7:50 AM – 1:30 PM | 9:50 AM – 1:30 PM | 7:50 AM – 11:30 AM |
| New Britain High School | 7:30 AM – 2:15 PM | 9:30 AM – 2:15 PM | 7:30 AM – 12:15 PM |
| NBHS SCA (Early Release) | 7:45 AM – 1:45 PM | 9:45 AM – 1:45 PM | 7:45 AM – 11:45 AM |
| NBHS SCA (Late Release) | 7:45 AM – 2:45 PM | 9:45 AM – 2:45 PM | 7:45 AM – 11:45 AM |
| CLIMB Program | 8:30 AM – 2:05 PM | 10:30 AM – 2:05 PM | 8:30 AM – 11:30 AM |
| Brookside Extension Center | 8:30 AM – 1:30 PM | 10:30 AM – 1:30 PM | 8:30 AM – 11:30 AM |

The Contractor shall monitor the District School Schedules at <https://www.csdnb.org/schedule> to keep abreast of any changes.

District schools include, but are not limited to:

- Brookside School
- Catalyst Academy
- Chamberlain Elementary School
- DiLoreto Elementary & Middle School
- Gaffney Elementary School
- Geraldine Brown-Springer Academic Center (new for 2025-2026)
- HALS Academy
- Holmes Elementary School
- Jefferson Elementary School
- Lincoln Elementary School
- New Britain High School (NBHS)
- NBHS Satellite Careers Academy
- Northend Elementary School
- Pulaski Middle School
- Roosevelt Early Learning Center
- Slade Middle School
- Smalley Elementary School
- Smith Elementary School
- Vance Elementary School

he Board maintains close ties with several community organizations and city departments, which are commonly referred to as Community Partners. The Board manages transportation for our Community Partners at the contracted rates.

Boys & Girls Club of New Britain

Central Connecticut State University (CCSU)
CW Resources
Early Learning Program (CCSU)
Friendship Service Center (at any of its locations)
Human Resources Agency (HRA) of New Britain, CT (at any of its locations)
New Britain Parks, Recreation, and Community Services Department (at any or all of its facilities)
OIC

The Board currently transports students to CREC Magnet and outplacement schools statewide within Connecticut not listed here. The Contractor shall contact each school for calendar and schedule information, if the Board schedules a student to attend any such school.

APPENDIX A

PRICING PAGES

PRICING PAGES – Home-to-School

CONSOLIDATED SCHOOL BOARD OF NEW BRITAIN

RFP #01-2025 Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of April 10, 2025.

Proposer Name:

| |
|---|
| _ |
|---|

SPECIAL NEEDS AND SUMMER SERVICES

2025-2026 2026-2027 2027-2028

26 Passenger

4 Hours per Day. Price per bus per day.
 5 Hours per Day. Price per bus per day.
 6 Hours per Day. Price per bus per day.
 Percentage Increase
 Mid-day. Price per **hour** per bus.
 Shuttles. Price per **hour** per bus.
 Late runs. Price per **hour** per bus.
 Excess Hourly Rate.

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8 Passenger bus w/ 2 wheelchair stations

4 Hour Day. Price per day per bus.
 5 Hour Day. Price per day per bus.
 6 Hour Day. Price per day per bus.
 Percentage Increase
 Excess Hourly Rate.
 Mid-day. Price per **hour** per bus.
 Shuttles. Price per **hour** per bus.
 Late runs. Price per **hour** per bus.

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8 Passenger vans

4 Hour Day. Price per day per bus.
 5 Hour Day. Price per day per bus.
 6 Hour Day. Price per day per bus.
 Percentage Increase
 Excess Hourly Rate.
 Mid-day. Price per **hour** per bus.
 Shuttles. Price per **hour** per bus.
 Late runs. Price per **hour** per bus.

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2 Passenger van w/ 2 wheelchair stations

- 4 Hour Day. Price per day per bus.
- 5 Hour Day. Price per day per bus.
- 6 Hour Day. Price per day per bus.
- Excess Hourly Rate.
- Percentage Increase
- Mid-day. Price per **hour** per bus.
- Shuttles. Price per **hour** per bus.
- Late runs. Price per **hour** per bus.

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5 Passenger vans

- 4 Hour Day. Price per day per bus.
- 5 Hour Day. Price per day per bus.
- 6 Hour Day. Price per day per bus.
- Percentage Increase
- Excess Hourly Rate.
- Mid-day. Price per **hour** per bus.
- Shuttles. Price per **hour** per bus.
- Late runs. Price per **hour** per bus.

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Bus Aides

- Price per Hour.
- Minimum Daily Charge
- Percentage Increase

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Proposer's are encouraged to submit information about discounts and offers if they are awarded regular education and special needs contracts, or limitations with the scope of their proposals, consistent with Section 3.2.2.

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 sums of money as noted on these Pricing Pages.

PROPOSER'S SIGNATURE:

NAME:

TITLE:

PRICING PAGES – Trips

CONSOLIDATED SCHOOL BOARD OF NEW BRITAIN

RFP #01-2025 to provide student transportation services pursuant to the specifications with a proposal submission date of April 10, 2025.

Proposer Name:

| |
|---|
| 0 |
|---|

FIELD & SPORTS - IN-BOARD - DURING SCHOOL DAY

COST PER HOUR - 1 HR MINIMUM

2025-2026 2026-2027 2027-2028

| | | | |
|-------------------------|--|--|--|
| 26 Passenger. | | | |
| Wheelchair-equipped bus | | | |
| Bus Attendant | | | |

FIELD & SPORTS - OUT-OF-BOARD - DURING SCHOOL DAY

COST PER HOUR - 2 HR MINIMUM

2025-2026 2026-2027 2027-2028

| | | | |
|-------------------------|--|--|--|
| 26 Passenger. | | | |
| Wheelchair-equipped bus | | | |
| Bus Attendant | | | |

COST PER MILE OVER 100 MILES

| | | | |
|-------------------------|--|--|--|
| 26 Passenger. | | | |
| Wheelchair-equipped bus | | | |

FIELD & SPORTS - IN-BOARD - BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS

COST PER HOUR - 1 HR MINIMUM

2025-2026 2026-2027 2027-2028

| | | | |
|-------------------------|--|--|--|
| 26 Passenger. | | | |
| Wheelchair-equipped bus | | | |
| Bus Attendant | | | |

FIELD & SPORTS - OUT-OF-BOARD - BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS

2025-2026 2026-2027 2027-2028

| | | | |
|-------------------------|--|--|--|
| 26 Passenger. | | | |
| Wheelchair-equipped bus | | | |
| Bus Attendant | | | |

COST PER MILE OVER 100 MILES

| | | | |
|-------------------------|--|--|--|
| 26 Passenger. | | | |
| Wheelchair-equipped bus | | | |

PROPOSER'S SIGNATURE:

NAME:

TITLE:

PRICING PAGES – Alternates

CONSOLIDATED SCHOOL BOARD OF NEW BRITAIN

RFP # 01-2025 proposal to provide student transportation services pursuant to the specifications with a proposal submission date of April 10, 2025.

Proposer Name: 0

Pre-Payment Discount (Alternate 5.1)

Percentage discount applied to pre-payment amount consistent with Alternate 5.1.

| | 2025-2026 | 2026-2027 | 2027-2028 |
|---|-----------|-----------|-----------|
| Discount per pre-payment period for Home-to-School program: % | | | |

Performance Bond Cost (Alternate 5.2) - (See Sections 5.2 & 8.17 of Proposal Document):

Annual charge to the Board for the provision of a performance bond equal to 100% of the contract price/ 75% of the contract price/ 50% of the contract price. (Proof of bondability with requirements must be submitted with the Proposal.

Annual charge 100% of contract price:

| | 2025-2026 | 2026-2027 | 2027-2028 |
|------|-----------|-----------|-----------|
| \$ | | | |
| or % | | | |

Annual charge 75% of contract price:

| | 2025-2026 | 2026-2027 | 2027-2028 |
|------|-----------|-----------|-----------|
| \$ | | | |
| or % | | | |

Annual charge 50% of contract price:

| | 2025-2026 | 2026-2027 | 2027-2028 |
|------|-----------|-----------|-----------|
| \$ | | | |
| or % | | | |

PROPOSER'S SIGNATURE:

NAME:

TITLE:

*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.

APPENDIX C

NON-DISCRIMINATION MEMORANDUM

Consolidated School Board of New Britain 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, color, national origin, sex, gender identity, age, disability (including pregnancy), religion, sexual orientation, marital status, ancestry, genetic information, veteran status, or any other basis prohibited by law. Employment decisions include, but are not limited to, recruitment, hiring, promotion, transfer, compensation, benefits, training, layoff and termination. The undersigned Bidder further represents that it is in full compliance with the Consolidated School Board of New Britain's 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 E

NON-COLLUSION AFFIDAVIT OF PROPOSERS
RFP# 01-2025– Student Transportation Services

State of (_____); County of (_____).

I state that I am the _____ of _____ and that I am authorized to make this affidavit
(title) (name of firm)
on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I certify that:

- (1) The price and amount on this Proposal has been arrived at independently and without consultation, communication, or agreement with any other Proposer.
- (2) Neither the price(s) nor the amount of this Proposal and approximate price(s) nor approximate amount of this Proposal has been disclosed to any other firm or person who is a Proposer and that no disclosure of these items will be made prior to the Proposal opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Proposal, or to submit a Proposal higher than this Proposal, or to submit any intentionally higher or non-competitive Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, representatives, employees or parties in interest, including the undersigned, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Consolidated School Board of New Britain, owner, or any person interested in the proposed Contact.
- (5) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive proposal.

(6) I state that _____ understands and acknowledges that all representations in this affidavit are
(name of my firm)
material and important, and will be relied on by the Consolidated School Board of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Consolidated School Board of New Britain of the true facts relating to the submission of Proposals for this contract. That the Consolidated School Board of New Britain also reserves the right to reject our Proposal if failure to complete this document, have it notarized and submitted with our Proposal documents.

The undersigned Proposer further certifies that this statement is executed for the purpose of including the Consolidated School Board of New Britain to consider the Proposal and make an award in accordance therewith.

Subscribe and Sworn to me this _____ day of _____, 2025

Legal Name of Proposer

Business Address: _____

Signature and Title of Person: _____

Notary Public
My Commission Expires: _____

APPENDIX F

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20____, before me personally appeared _____
to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged
to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20____, before me personally appeared _____
to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give
title) _____
of the (name of corporation) _____, the corporation described in and
which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that
it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20____, before me personally appeared _____
to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of
_____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as
the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

APPENDIX G

THIS FORM MUST BE SIGNED AND NOTARIZED = = = = SUBMIT WITH PROPOSAL = = = =

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the contractor agrees to defend, hold harmless and indemnify the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain, or any officer, agent, servant or employee of the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or damage to property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under the contract, except for such injury or damage wherein it is finally determined that the, Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain, its officers, agents, servants or employees were grossly negligent or committed willful misconduct;

Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract;

Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the, Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain or any officer, agent, servant or employee of the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain in connection with the contractor’s performance or failure to perform under the contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain or any officer, agent, servant, or employee of the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain or any officer, agent, servant, or employee of the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain arising out of any such claim or demand.

The assumption of defense, indemnity, liability and loss hereunder shall survive contractor’s completion of service or other performance hereunder and any termination of this contract.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined that the Consolidated School Board of New Britain, the New Britain Board of Education of the City of New Britain, its officers, agents, servants or employees were negligent or committed willful misconduct.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 2025

_____ (Notary Public)

APPENDIX H

**AFFIDAVIT FOR COMPLIANCE WITH SECTION 2-626 OF THE CODE OF ORDINANCES FOR BIDS EXCEEDING
\$25,000.00**

RFP #01-2025 - Student Transportation Services

The undersigned, being duly sworn, hereby deposes as follows:

1. I am over the age of eighteen (18) years and understand the obligations of an oath.
2. I have personal knowledge of the facts recited herein.
3. This affidavit is signed under the penalties of perjury and false statement and is being signed in connection with RFP# 01-2025.
4. I hold the position of _____ with _____ and certify that I am authorized to sign this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible for my firm to comply with the Labor Standards set forth per the City Ordinances, section 2-625 through sections 2-628 as indicated in the Request for Proposals.
5. I further certify that _____
 - (a) Will maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the contract. I agree that my firm will inform our employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to our employees forms informing them about the EIC and forms required to secure advance EIC payments from my firm.
 - (b) Should a need arise for my firm to hire workers to carry out the terms and conditions of the Contract or for any other projects to occur or commence during the contract period within ten miles of the boundaries of New Britain, my firm shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. My firm also agrees to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when my firm is hiring someone from within our organization.
6. _____ further agrees to be bound by the terms and requirements set forth in sections 2-625 through 2-628 of the Code of Ordinances including that monies otherwise due to be paid under the terms of the contract may be withheld by or required to be reimbursed to the Consolidated School Board of New Britain in the event a violation of these provisions is determined.

Dated at _____, Connecticut

This _____ day of _____ 2017

Legal Name of Proposer/Company

Street Business Address

City and State

Duly Authorized Signature and Title of Person

STATE OF CONNECTICUT ss: _____ 2017

COUNTY OF _____

Personally appeared, _____ Title _____ of
_____, duly authorized, who signed the foregoing
Name of Company

Instrument and acknowledged the same to be his/her free act the free
act and deed of said _____ before me.
Name of Company

Notary Public _____
Commissioner of Superior Court

APPENDIX I

**CERTIFICATION REQUIRED BY SECTION 2-575
OF THE CODE OF ORDINANCES**

The City of New Britain Code of Ordinances, Sec. 2-575, read as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

City of New Britain
Tax Collector's Office
27 West Main Street
New Britain, CT 06051
T: 860-826-3317
F: 860-612-4206

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to RFP# 01-2025 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this RFP# 10-2025, state the entity or entity's name(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

2. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as described above, is in any local entity other than the entity submitting a response to this RFP# 01-2025, state the entity or entity's names(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this RFP# 01-2025, state the entity or entity's name(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

Signature of Principal and their Title of the Entity Submitting this Proposal hereby indicates by signing this Notice to Prospective Proposer that the Entity or its Principals as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

_____ Date: _____

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Proposer is awarded the contract as the result of this RFP)

By: _____ Date: _____