

NEW HARTFORD BOARD OF EDUCATION

**REQUEST FOR PROPOSAL FOR
STUDENT TRANSPORTATION SERVICES**

RFP Issue Date: February 3, 2025

Proposal Due Date: February 24, 2025

Questions: In writing ***only***, via email to Superintendent Jeffrey Sousa at sousaj@newhtfd.org
No questions will be accepted after February 10, 2025.

ARTICLE 1. INVITATION TO PROPOSERS

Pursuant to the terms and conditions of the Request for Proposals (“RFP”), the New Hartford Board of Education (referred to herein as the “Board”), is soliciting bids from qualified bus transportation companies for furnishing student transportation services for the Board for a five (5) year contract beginning July 1, 2025 through June 30, 2030.

The Board is requesting the provision for a range of transportation services, including but not limited to: pre-school to sixth grade public home-to school, field trips, special education and summer (extended school year) transportation. Note the Board is not requesting services for out-of-district special education or athletic transportation services.

Forms for proposal, certification, conditions, specification, and any addenda may be obtained on the Board’s website: <https://www.newhtfd.org/district1/request-for-proposals>. Any deviations from these conditions or specifications must be listed on a separate sheet attached to the Proposer’s detailed conditions and specifications and referred to separately in the proposals. In all cases not indicated by the Proposer as a deviation, it is understood that the conditions and specifications in the Proposal Documents shall apply.

Sealed Proposals will be received in the Superintendent’s office, 530 Main Street, New Hartford CT 06057 until **10:00 AM EST on February 24, 2025**, at which time they will be opened and publicly read. Bids shall be plainly marked in the lower left hand corner, “**RFP – TRANSPORTATION SERVICES**” and include the name of the submitting Bidder.

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 New Hartford Board of Education.

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. **Proof of the ability to obtain a performance bond must be submitted with the proposal.**

Proposals will remain firm for a period of 90 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 (as such term is hereinafter defined), 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.

The contract period will be for a five (5) year term, beginning July 1, 2025, and conclude June 30, 2030, with the option to extend the original agreement yearly for a maximum of (2) years.

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

Issue Request for Proposal	February 3, 2025
Deadline for submitting Questions	February 10, 2025
Responses to Questions	February 17, 2025
Proposal Due/Opening	February 24, 2025 at 10:00 AM
Award	Week of March 10, 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.

New Hartford Board of Education

ARTICLE 2. DEFINITIONS - Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

- 2.1 “Addendum/Addenda” means written documents issued by the Board, which modify the RFP by additions, deletions, clarifications, or corrections.
- 2.2 “Board” means the New Hartford Board of Education and any appointed designee.
- 2.3 “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.
- 2.4 “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.
- 2.5 “Contract Term” means the length of time in which the Contract is valid and enforceable. The Contract Term is five (5) years with the option to extend yearly for a maximum of (2) years.
- 2.6 “Contract Year” means July 1 through June 30 of a given year within the Contract Term.
- 2.7 “Contractor” means the Proposer who is selected by the Board to provide the Transportation Services and executes the Contract.
- 2.8 “District” means the area serviced by the Board to provide educational services
- 2.9 “In-district” means within the boundaries served by the Board.
- 2.10 “Pricing pages” means the pages from the Form of Proposal that contain the pricing information, and which will constitute the Contract prices.
- 2.11 “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 as defined below.
- 2.12 “Proposal Documents” means the Request for Proposal, together with all exhibits thereto and any Addendum or Addenda.
- 2.13 “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.
- 2.14 “Proposer” and/or “Bidder” means the person or entity who submits a Proposal/Bid.
- 2.15 “Request for Proposals” or “RFP” means this Request for Proposals as published.

- 2.16 “School Day” for purposes of transportation is from the time the buses leave to pick up children to bring them to classes in the AM to the time the buses drop off the last student in the PM. Specific “live hours” for the purposes of the Contract, and payment, are described herein.
- 2.17 “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. 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.
- 2.18 “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.
- 2.19 “Superintendent” means the Superintendent of the New Hartford Public Schools and its designee.

ARTICLE 3. INSTRUCTIONS TO PROPOSERS

- 3.1 Inspect carefully all provisions of the Proposal Documents.
- 3.2 Provide all information requested, including but not limited to the “Form of Proposal”, attached hereto as Appendix A. Be sure to sign 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.
- 3.3 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 become the property of the Board and will not be returned to the Proposer.
- 3.4. Proposals must be presented in a sealed envelope and addressed as follows:

New Hartford Board of Education
Attention: Jeffrey Sousa, Superintendent
530 Main street
New Hartford CT 06057
“RFP – TRANSPORTATION SERVICES”.

- 3.5. Proposals will remain firm for a period of ninety (90) 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.

- 3.6. 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 the New Hartford Board of Education. Proposer must also furnish **proof of the ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the estimated annual contract price** and that it will be issued by a company authorized to do business within the State of Connecticut.
- 3.7. Proposals will be received until **10:00 AM, February 24, 2025**, at which time and place all Proposals will be publicly opened in the Superintendent's office located at 530 Main Street, New Hartford CT, and the names of the Proposers shall be read aloud.
- 3.8. 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.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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.
- 3.12. Review of all existing conditions is the responsibility of the bidder. Current routes are available on the Board's website: <https://www.dattcoschoolbus.com/my-childs-route/?did=8>
- 3.13. These Proposal Documents shall be incorporated into and made a part of the Contract awarded by the Board.
- 3.14. The Board is exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax, and such taxes must not be included in the Bid prices.
- 3.15. 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.

Proposers are also encouraged to include additional information about their services or company that will assist the Board in the review of Proposals and awarding of contracts.

ARTICLE 4. PROPOSALS

4.1 Proposal Procedures and Requirements

- 4.1.1 The date and time of proposal opening is given in the Invitation to Proposers. All Proposals must be submitted by this time and date. In the event the Board is closed on the date and time of the proposal opening due to weather conditions and Proposals cannot be submitted on the date and time of the proposal opening in the determination of the Board, Board may extend the date to receive Proposals. If Board makes this determination, a notice will be posted on the Board's website of the new later date and time of the proposal opening.
- 4.1.2 All Proposals must be submitted on and in accordance with forms provided with the Proposal Documents. All Proposals must include, as a minimum, the required information as detailed in the Proposal Documents.
- 4.1.3 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.
- 4.1.4 Except where specifically noted otherwise, all requested alternates must have a Proposal submitted.
- 4.1.5 Proposals may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the Proposal Documents. A determination as to the impact of any proposed change is in the sole determination of the Board.

In case of any ambiguity, inconsistency, or error in any of the Proposal Documents or of a conflict between the provision of a Proposal 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 he/she submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the Board, her/his Proposal will be interpreted by the Board and any such interpretation shall be binding on the Proposer.

- 4.1.6 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.

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.

4.1.7 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

4.1.8 Submissions with Proposals:

a) 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.

b) The Proposer must provide proof, along with the completed Proposal, that it can provide the required insurance coverage as outlined in these Proposal Documents. This proof can be in the form of a certificate of insurance naming the Board and the Town of New Hartford as additional insureds, showing all the requested types and levels of coverage required, or a letter from the insurance company(s), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the

Contract. The types and levels of coverage must, of course, meet or exceed the required levels in the Proposal Documents.

- c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a Performance Bond for the performance of the Contract. (Section 6.1). The requirements of the Performance Bond are described in Section 6.1 herein. The proof must be in the form of a bona fide letter of surety from a surety company authorized to do business in the State of Connecticut. The letter must guarantee that the surety company will provide the Performance Bond in the amount of one hundred percent (100%) of the estimated annual contract price in the event the Proposer is awarded the Contract, and the Board continues to select the Performance Bond alternate. The Board will require a Performance Bond for the first year of the contract. A determination of the selection of the Performance Bond rests solely with the Board and may be made each year prior to the start of the school year. The Proposer should also include on its Pricing Pages the annual cost of the Performance Bond.
- d) The contractor shall complete, sign, and return the Form of Proposal, Appendix A, including a list of references requested. The bidder, by submitting a bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Sheet without obtaining any other consent from the bidder.
- e) The contractor shall complete and return the Certificate, Appendix B.
- f) The Contractor shall complete the list of Vehicles found at Appendix C.
- g) The bidder is required to complete the Contractor Affirmative Action Statement, Appendix F, with their bid proposal package. The successful bidder shall comply in all respects with the Equal Employment Opportunity Act.
- h) The bidder shall complete, sign, have notarized, and return the Non-Collusion Statement, Appendix G.
- i) The Proposer is required to submit the proposed location of the bidder's vehicle lot that shall be used to perform services under the contract. The Contractor is solely responsible for obtaining a lot for the services under the contract.

4.1.9 In order to provide the required services envisioned in the Contract, Contractors must have a sufficient number of competent, trained driving personnel. Proposers shall submit descriptions of their driver recruitment programs, including *typical* wage and benefit information. The Proposer shall provide an employment profile including at least the number of daily drivers required, the actual number of drivers

employed, a description of targeted recruitment programs and driver training programs, and information on the scheduling process for proficiency testing. The Board is particularly interested in the approach(es) that would be undertaken by the Proposer to meet the employment and staffing requirements of this transportation program. The Proposer shall include its Proposal details on the projected staffing described in Section 10.4 of the Form of Contract. The information provided will be an important consideration in the Board's review of the Proposal.

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 reserves the right to discuss changes to the proposed staffing pattern prior to the award of any Contract.

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the Board's 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.

The current employees of the existing contractors working in the District have unique knowledge and experience for their positions and the successful Proposer should take into account these attributes in making hiring decisions, if such current employees apply for employment with the successful Proposer. These persons must meet the Contractor's employment requirements.

- 4.1.10 All information required in the Proposal Documents must be complete and submitted to constitute an acceptable and responsive Proposal.
- 4.1.11 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and Specifications in the Proposal Documents may constitute sufficient grounds for the rejection of a Proposal.
- 4.1.12 Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 4.1.13 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Board is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 4.1.14 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.

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.

- 4.1.15 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.

4.2 Proposer's Certification, Representations, and Qualifications

- 4.2.1 The Proposer shall submit a completed Certification attached as Appendix B to these Proposal Documents.
- 4.2.2 Qualifications of Proposers: 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 reserves 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.

- a) 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.
- b) 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.
- c) Proposer shall include a detailed description of the Proposer's driver recruitment program, including specific efforts that will be used to recruit and retain qualified personnel in the District.
- d) 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.

- e) 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.
- f) 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 seven (7) years of age at any time during the Contract.
- g) Proposer shall include a current list of inspection vehicle violations for the last year.
- h) 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.
- i) 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. This information must be submitted 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 reserves the right to request additional information about any pending legal actions, whether disclosed in this submittal or not.
- j) 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.
- k) 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.

4.2.3 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.

- a) 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.

Pursuant to Section 4.1.6, 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.

- b) 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.

4.2.4 The 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.

- 4.2.5 The Proposer shall include information in the Proposal about the process that will be utilized to provide Manager and Dispatcher coverage for field trips that occur after 5:00 pm or on non-school days.
- 4.2.6 The Proposer shall provide specific information on the person(s) that will provide safety and driver training to the staff under the proposed Contract.
- 4.2.7 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.
- 4.2.8 Proposers are required to provide with their Proposal, in the form of Appendix C, 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.
- 4.2.9 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 Town of New Hartford, CT. 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 must be submitted. The Board reserves 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 the Town of New Hartford CT, 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.

4.3 Interpretation of Proposal Documents

No interpretation of the meaning of the Proposal Documents or the Contract will be made to any Proposer orally. Every request for such interpretation should be made in writing or by email and sent to the Superintendent at: sousaj@newhctfd.org on or before **February 10, 2025**. Notice of

any and all interpretations and any supplemental instructions prepared by the Board will be published as addenda on the Board's website by close of business on **February 17, 2025**. Any interpretations and addenda shall be completed and issued by the Board. Proposers are required to acknowledge receipt of and conformance to all published addenda; failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her Proposal submitted. It is the Proposer's responsibility to access the Board's websites and to receive all materials, data and addenda associated with this Request for Proposal.

ARTICLE 5. TRANSPORTATION PROGRAM

5.1 Transportation Program/Term

- 5.1.1 The Contract will be awarded for a period of five (5) years, commencing July 1, 2025, and terminating June 30, 2030. The Contract may be extended yearly, for a maximum of two (2) additional years, for a total Contract Term of seven (7) years. If the Board desires to extend the Contract, it will notify the Contractor the first week of January of the last Contract year.

The Contract will include pre-school to sixth grade public home-to school, field trips, special education and summer (extended school year) transportation. Note the Board is not requesting services for out-of-district special education or athletic transportation services.

- 5.1.2 The Transportation Services and other services required by the Proposal Documents include, without limitation, all vehicles, 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, fuel, and profits associated with the Transportation Services. 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.
- 5.1.3 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 to multiple contractors or to utilize its own or leased vehicles, during the course of this Contract.

Current routes are available on the New Hartford Public Schools' website: <https://www.dattcoschoolbus.com/my-childs-route/?did=8>

The Board's current schools and bell times are detailed in Appendix D.

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.

- 5.1.4 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.
- 5.1.5 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.

5.2 Home-to-School Regular Transportation Requirements (Public).

- 5.2.1 It is estimated that nine (9) Type I Diesel School Buses (minimum of 71 passengers), and one (1) Type II buses/vans with wheelchair capacity at the request of the Board, will be required during the first year of this Contract. Services will be provided for a total of three (3) hours per day per route. It is anticipated that basic transportation for public schools within the Town shall be for 180 days per year. These requirements are subject to change.

The request for proposal requires services to be provided in accordance with the start and end times of each school, which are identified in Appendix D.

- 5.2.2 For home-to-school transportation, the pricing system used in the Contract is based upon daily rate per bus runs listed in Appendix A. This includes morning, midday, pre-kindergarten, and afternoon routes.
- 5.2.3 The Board reserves the right to add or delete the number of vehicles at any time as the needs of the Board require. The Superintendent shall give the Contractor such advance notice as is possible of its decision to add or delete a bus. In addition, the Board may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices as shown on the Contractor's Pricing pages on Form of Proposal, Appendix A.
- 5.2.4 The Contractor shall have at least 10% of the total vehicles used under the contract for emergency, athletic, and educational purposes. These are in addition

to the # Type I buses identified in Section 5.3.1. and such buses shall be parked in a suitable location in Town or at the Contractor's terminal while schools are open.

5.3 Field Trips

5.3.1 The Board is requesting pricing for Field trips.

Field trips will be based upon an hourly rate with a guaranteed minimum payment based on four (4) hours and forty (40) minutes. The Board reserves the right to utilize its own or leased vehicles, or engage another contractor for any field trip, which occur during the course of the Contract.

5.4 Proposal Submissions

5.4.1 Once the Board receive Proposals, the Board will review each element of the submission. In order to clarify certain elements of a Proposal, or in an effort to modify certain elements in order to better meet the Board's needs, the Board may meet with one or more Proposers to discuss their Proposals. *Any changes/modifications in the requirements in these Proposal Documents that are agreed to by the Proposer will be placed in writing and acknowledged by the Proposer and will then serve as both a formal modification to the original Proposal and as the basis for any Contract awards and will be incorporated into the Contract.*

5.4.2 No cash discount may be offered or quoted by any Proposer.

ARTICLE 6. ADDITIONAL EQUIPMENT/REQUIREMENTS

The Board has determined that the following additional equipment and/or requirements are included in this RFP.

6.1 Performance Bond

For the first year of the contract, the Contractor shall furnish the Board a performance bond in an amount equal to 100 percent (100%) of the estimated contract price to guarantee the faithful performance of the Contract. Such Performance bond shall be maintained in full force and effect for the first year of the Contract. The surety company furnishing such Performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The Performance bond shall be furnished to the Board at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the Board at least 30 days prior to each subsequent Contract Year, if requested by the Board. Failure to submit the required bond may result in termination of this Contract at the sole discretion of the Board. **Proof of ability to be bonded for the entire Contract Term must be submitted with the Proposal.**

The Board intends the Contractor to furnish a performance Bond for the first Contract Year. Thereafter, a determination on the acceptance of the Performance Bond, ultimately rests solely with the Board and may be made each year prior to the start of the school year. The Performance Bond must be submitted on an annual basis. Failure to renew the Bond for each succeeding Contract Year shall be a default by the Contractor.

6.2 Global Positioning System

Included within the daily rate, the Proposer is to provide costs for the installation and operation of a GPS system to be provided by the Proposer, and which would provide the Board with access to the GPS data at its offices. In addition, the GPS system used shall allow parents and the Board's representatives the ability to track the location of the buses. The Proposer shall provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. If there are multiple operating options available (i.e., cellular; radio; etc.) the Proposer may submit alternate pricing for each operating method.

6.3 Digital Camera System

Included within the daily rate, the Proposer is to provide costs for the installation and operation of interior and exterior digital camera systems on all vehicles with a minimum of two interior cameras and one exterior camera to monitor passenger behavior and related activities. The vehicles will have signs posted stating "Video Surveillance in Use". Cameras must be operating at all times, and the Proposer is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Proposer shall also supply to the Board, the necessary viewing equipment and/or software, at no cost to the Board. Camera output must be retained for a minimum of thirty business days or such longer periods reasonably designated by the Board. The Proposer shall include in its Proposal details on the digital camera system that would be utilized. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board.

6.4 Routing Software Capabilities

Included within the daily rate, the Proposer is to provide costs for the utilization of routing software in creating routes for the Board.

The Board is asking for a routing software package to facilitate optimal vehicle usage. The routing software must be compatible with the GPS software, and cloud-based for easy access by the District representatives. The routing software would be provided to the Board with a license for full use and the ability to have "read only" use of the routes. Training must be provided for a designated District representative as part of the software package.

ARTICLE 7. AWARD OF CONTRACT

7.1 Each Proposal will be received with the understanding that its acceptance, in writing, by

the Board, to furnish any or all of the items described shall constitute the terms of a Contract between the successful Proposer and the Board. The Board will present the final Contract to the Successful Proposer/Contractor, in the form attached hereto as Exhibit A, and these Proposal Documents, along with any agreed upon modifications made pursuant to Section 5.4.1, shall be incorporated into and made a part of the Contract.

- 7.2 The placing in the mail of a notice of award to a successful Proposer, to the address given in the Proposal, will be considered sufficient notice of an award of the Contract; however, no right shall accrue to a Proposer until execution of a contract by the Board.
- 7.3 These Specifications are intended to provide for school bus services for the transportation of students for the Board for the period of July 1, 2025, through June 30, 2030. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract proposed. In that regard, all Proposers are invited to review, among other things, the Current routes, which are available on the Board's website: <https://www.dattcoschoolbus.com/my-childs-route/?did=8>
- 7.4 If not the current transportation provider, the successful Proposer shall submit a Transition Plan to the Board within eight (8) calendar days after being notified that it will be awarded the Contract. Such Transition Plan must be approved by the Board. It must include, at a minimum: hiring of personnel; securing vehicles; installation of diesel fuel tank(s) if required; routing software capabilities; and the procedures and timeline (s) for the continuation of the existing program. The Transition Plan will contain information of what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. The responsibility for the development and implementation of the Transition Plan will rest fully with the successful Proposer. Failure to provide a satisfactory Transition Plan within fifteen (15) days after being notified that it will be awarded the Contract, may cause the successful Proposer to forfeit its eligibility for the Contract.
- 7.5 The Proposer shall designate a proposed bus lot, as described in Article 12 of the Form of Contract. The Proposer must obtain a facility or lot in the Town of New Hartford, CT.
- 7.6 The successful Proposer must execute the Contract in the form attached as Exhibit A. **The terms, conditions and provisions of the Contract are incorporated into and made a part of this Request for Proposals. Each Proposer should be thoroughly familiar with all the terms, conditions and provisions in the Form of Contract.** If the Proposer objects to or wants to revise any provision of the Form of Contract, the Proposer is to designate the challenged paragraph and submit its suggested revision in its Proposal on a separately designated page.

The Contract may contain such other further additional provisions that the Board deems necessary. The Contract shall be subject to the approval of the Superintendent and the Board. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one (21) days after it receives notice of the award of the Contract, shall forfeit to the Boards, as liquidated damages for such failure of refusal, the check or bid bond.

7.7 Award Period

The Board will endeavor to make an award within thirty (30) days after the date of the proposal opening, and all Proposals shall remain firm during that time period. The Board further reserves the right to make awards following this initial thirty (30) day period to any Proposer who has not provided written notice to the Board that its Proposal has been withdrawn.

The Board will evaluate every written Proposal submitted based upon the award criteria stated herein.

The award shall be made to the bidder whose bid meets the requirements, terms and conditions contained in the bid Specifications, possessing the skill, ability and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility and cost.

In determining the Qualified Bidder, the following criteria will be considered, as applicable:

- a) The ability and capacity of the bidder to perform the work based on an evaluation of the character, integrity, reputation and experience of the bidder. Consideration shall be given to previous work performed by the bidder for the Board or for other agencies, including the quality and degree of satisfaction with the work performed.
- b) The financial resources of the bidder and the bidder's ability to secure any required bonds and/or insurance.
- c) Compliance by the bidder with all applicable federal, state and local laws, including any licensing requirements.
- d) Delivery or completion time.
- e) Cost.
- f) Involvement in litigation.

The Board encourages Proposers to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive student transportation services on a cost-efficient basis.

- 7.8 The Board reserves the right to reject any and all Bids in whole or in part. Any or all Bids may be rejected if there is any reason to believe that collusion exists among the Bidders. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids, and unexplained erasures. Individual Bids may also be rejected if, in the opinion of the Board, such Bid does not meet the standard of quality established by the Specifications. The

foregoing examples are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids.

- 7.9 The Board reserves the right to waive any technical defects, irregularities, and omissions in the Bids received if the best interest of the Board shall be served.

EXHIBIT A

FORM OF CONTRACT FOR TRANSPORTATION SERVICES

CONTRACT FOR TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES ("Contract") is made as of this ____ day of _____, 2025 by and among the New Hartford Board of Education (referred to herein as 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 five (5) years; 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 the Contract shall be for a five (5) year period beginning July 1, 2025 and ending with June 30, 2030. The Contract may be extended for an additional year up to a maximum of two years provided the Contractor and Board agree on any additional terms. The Board will notify Contractor in or before January 2 of the preceding School Year if it intends to extend the Contract by one (1) or two (2) years.

In the event of a conflict between the Invitation for Bids and RFP and the Contract, the Contract will take precedence.

ARTICLE 2. DEFINITIONS

[Applicable definitions shall be inserted from Article 2 in the Request for Proposals.]

ARTICLE 3. SCOPE OF WORK

- 3.1 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 District. 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 Superintendent.

The Contractor, with approval by the Superintendent shall provide 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. 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 Town New Hartford, CT. The diesel fuel used in vehicles to transport the District's students will be supplied by the Contractor and stored in tanks supplied by the Contractor.

For those vehicles that require unleaded gas ("gas"), the Contractor shall purchase the gas, retain proof of purchase, indicating the amount of gas purchased and the cost of same, and submit the proof of purchase with its monthly invoice. The Board shall reimburse the Contractor for the gas properly and fully documented. Under no circumstances is Contractor to include invoices for gas that has been purchased by Contractor for use for any transportation services outside the scope of this Contract. If Contractor uses the gas paid by the Board for services outside the scope of this Contract, the Board in its sole discretion, may terminate the Contractor.

- 3.2 The Contractor shall provide school bus services for the transportation of students for the Board (for the period 7/1/2025 through 6/30/2030).

The Transportation Program varies each year based upon a number of factors, including but not limited to, classroom size, 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 as are designated by the Contractor and approved by the Superintendent. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all students to and from the Board's public schools and other designated institutions.

- 3.3 The Contractor shall maintain, at its own expense, a computerized routing system approved by the Superintendent. Before the start of each School Year, and no later than August 8 of the relevant year, the Contractor shall submit proposed routes to the Superintendent for review and approval. The bus routes shall include estimated busloads and schedules.
- 3.4 The Contractor shall have sufficient number of buses available on July 1, 2025, to meet summer school requirements during the first year of this Contract, and for each Contract

Year thereafter.

ARTICLE 4. GUARANTEES BY THE CONTRACTOR

4.1 The Board, may at any time during the 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 the 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 the Contract, for the actual vehicles in use. Additional vehicles shall be at the applicable prices set forth in the 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 the Contract, described in the Contractor's Pricing Pages from its Proposal attributable to the vehicle(s) that will no longer be needed. 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 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 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 for all of its employees engaged in the performance of the Contract. That it 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 the Contract. Certificates of Insurance, where applicable, will be submitted to the District Central Office no later than 30 days prior to the initiation of each Contract Year. A waiver of subrogation in favor of BOE is required with respect to Workers' Compensation policy.

4.3.3 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.

- 4.3.4 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 School premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 4.3.5 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.
- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 The Contractor will comply with all federal and state provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- 4.3.9 The Contractor will comply with any and all other applicable Federal, State, and/or Local laws, rules, and regulations, and the policies and procedures of the Board.
- 4.3.10 That in the performance of the 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 the 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.
- 4.3.11 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 Boards' policies regarding confidentiality of student records and personally identifiable information will be provided to the Contractor.

4.3.12 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 who have successfully completed all required background checks and have valid current CT Driver's licenses.
- 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) To at all times, work in an effective and professional manner.
- h) To work with the School Administration to maintain the best possible parent/community relations.
- i) Ensure the contract and all of its terms and conditions are enforced.

ARTICLE 5. PAYMENTS

5.1 Payments for services rendered to the Board under the provisions of the Contract awarded hereunder shall be made upon receipt of a proper itemized invoice to the Board. The Board and Contractor shall meet prior to the commencement of services to develop an invoice form and supporting detail to meet the needs of the Board. 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 based upon the actual usage of the vehicles on a daily basis and are-inclusive of all requirements under this Contract. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the Board. The Board will make payment of all services properly documented and charged, within 45 days of the invoice submission.

The Contract price payable for each vehicle used in providing services under this Contract is detailed in the Contractor's Form of Proposal for Transportation Services, which is attached hereto as Appendix 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 from its Proposal. Any reduction in vehicles shall reduce the amount the Board pays per vehicle/ per day described in the Contractor's Pricing Pages from its Proposal 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.

No later than the last payment of each school year, the Contractor will include any debit or

credit due to the number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost to the Board. No payment will be made for vehicles that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board in its sole discretion to be under the control of the Contractor.

The Contractor shall maintain records during the term of the Contract and for 3 years thereafter of the daily services provided to the Board on a route-by-route basis and shall submit such records upon request by the Board for its records for audit in support of the Board's monthly invoices.

- 5.2 The acceptance by the Contractor of the last payment of the Contract Term shall be and hereby is a release of the Board of all liability to the Contractor for all things done or furnished in connection with the obligations under the Contract and for every act and neglect of the Board and others relating to or arising out of the obligations under the Contract.
- 5.3 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 the Contract.
- 5.4 The Board may withhold from the Contractor so much of the payment due from the Board it 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.
- 5.5 The 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 the Contract(s) upon fifteen (15) calendar days' written notice without further liability to the Contractor(s).

ARTICLE 6. DISTRICT REPRESENTATIVE

The Superintendent or his/her designee from the District will represent such District in all matters pertaining to the performance of this Contract.

ARTICLE 7. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall absolutely and unconditionally defend, hold harmless and indemnify the Town of New Hartford and the Board, and any of their respective officials, officers, agents, servants or employees from and against 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 performance of this Contract, Contractor's negligence, willful misconduct and/or breach of contract and results in:

- a) Any injury to person or damage to property sustained by or alleged to be 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 by a court of competent jurisdiction that the Town or the Board or any of their respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct.
- b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by or alleged to be 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 or indirectly employed by them upon or in connection with performance under the Contract.
- c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Town, and/or Board, or any of their respective officials, officers, agents, servants or employees 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 are or may be brought against the Town, and/or the Board 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 Town, and/or the Board or any of their respective officials, officers, agents, servants, or employees arising out of any such claim or demand. The Board 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 Town or the Board or any of their 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 Contractor shall provide the following insurance:

- 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 (X)". 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 The following Minimum insurance must be maintained in force during the term of the Contract by the Contractor at its own expense:
 - a) Business Automobile Liability Insurance with combined single limit of \$10,000,000 covering the use and operation of all vehicles under the Agreement.
 - b) Physical damage including Comprehensive and Collision coverages with a \$1,000 deductible.
 - c) Medical payments coverage of \$5,000 on each student/occupant for both Commercial General and Business Automobile.
 - d) Commercial General Liability with a combined single limit of \$10,000,000 including abuse and sexual molestation coverages. Abuse and sexual molestation are a per occurrence limit.
 - e) Workers Compensation is required covering all employees and meeting the requirements of Connecticut Law with a limit of \$1,000,000 each accident or disease per employee with a \$1,000,000 disease policy limit.
 - f) Employment Practices Liability Insurance with third party liability with a limit of \$10,000,000.
 - h) Cyber Liability with a limit of \$1,000,000 including Data Breach Expense.
 - g) Umbrella Policy with limit of \$5,000,000 Minimum.
- 8.3 The Contractor shall maintain in force during the full term of this Contract policies commercial general liability, auto liability, workers' compensation and employers liability, and umbrella liability. The policies shall name the New Hartford Board of Education and the Town of New Hartford, and all of their respective employees and volunteers as additional insureds. The contractor shall provide the Board with a copy of its Certificate of Insurance and a copy of its insurance policy as well as the endorsement naming the additional insureds. The contractor's insurance coverage will be primary and

non-contributory in the event of any damage and/or loss.

- 8.4 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.
- 8.5 Upon execution of this Contract, 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 Board, 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.
- 8.6 The Contractor's insurance carrier will waive all rights of subrogation against the Board and the Town of New Hartford, and all of their respective officers, employees, agents, and volunteers on all policies.
- 8.7 The Board reserves the right to review, investigate and/or inquire into the Contractor's insurance policy. The Contractor will assist the Board in obtaining such information if necessary.
- 8.8 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.
- 8.9 In fulfilling the obligations of the Contract(s), 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.
- 8.10 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 full

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.

ARTICLE 9. BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the 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 the 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 3 years following expiration of the 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 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 of Education policies .
- 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 moral character is not of the highest level or 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.
- 10.3 The responsibility for hiring and discharging personnel with respect to all obligations arising from the 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 Superintendent, solely in its discretion, shall have the right to remove from providing services under the Contract any manager, supervisor, dispatcher, or bus driver.

The Superintendent reserves the right, in the exercise of its sound discretion, to remove from providing services under the Contract, drivers without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon notice from the Superintendent 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.

- 10.4 Manager: A “Manager (or similar function/title)” will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the Board, as designated by the Superintendent. 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 the 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 ½ hours prior to the first AM run for emergency contacts from the Superintendent. The Manager is required to meet all State regulations and training requirements.

The Manager is precluded from any bus driver duties, driving any bus, and/or bus maintenance functions. The Manager shall be available from at least 6:00 A.M. to 5:00 P.M. when school is in session.

Dispatcher(s): A “Dispatcher” function shall be provided by the Contractor hereunder, with said function staffed from 6:00 am to 5:00 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 the District’s staff members, and such other areas as may be necessary to affect the coordinated and efficient provision of transportation services. **The dispatcher should be able to communicate with each drive 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 the District until the last student is off the last bus and the Dispatcher notifies the Superintendent 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. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public.

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 District's residents. 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 16.5.4 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 Superintendent.

The Manager and Dispatcher do not need to be located on site at the district bus lot.

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 lot and serve as a liaison to the Superintendent and who shall be knowledgeable about that Board's routes.

The Contractor will designate either the Manager, Dispatcher or On-Site Supervisor to be responsible for communications with the District when there is a change in the number of buses operating or drivers available on any one day, or if the buses are anticipated to be late. Notifications of such changes shall be provided immediately upon learning of such changes. At the start of each Contract year, the contractor shall notify the Superintendent of the person responsible for such notifications.

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.

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.

- 10.5 All office staff and drivers provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and the Board in a positive way. All 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.

- 10.6 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 the Board's policies and regulations as to transportation for the Board.
- 10.7 Each driver performing services pursuant to the 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.

- 10.8 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 the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the Superintendent, or designee, in writing on the forms prescribed by the Board. The Board reserve 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 Superintendent 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.

- 10.9 The Contractor shall submit to the Superintendent no later than 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 Superintendent 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 Superintendent within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of Board. No other drivers may be used unless such information is provided to the Superintendent in advance. Said list shall include the

designated route/bus assignments for each driver. Each list shall show the specific drivers for that transportation.

- 10.10 The Contractor shall at all times have 10% of the total drivers providing services under this Contract, as 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 Superintendent 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 sports 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.

- 10.11 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.
- 10.12 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the Superintendent. 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. 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.
- 10.13 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. The Contractor is prohibited from releasing special needs children, identified by the District, pre-school, or kindergarten 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 Superintendent 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).

- 10.14 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the 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 lots. The District has a "drug free zone" and "no smoking/no vaping" policy on school property.

- 10.15 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.
- 10.16 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the Superintendent, 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.
- 10.17 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the 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 Superintendent 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.
- 10.18 The Contractor shall, at its costs, perform all required 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 the Contract. The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Connecticut Sex Offender Registry (the "Registry"). The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "DCF Registry"). If the Contractor receives any information that any such driver, monitor or any personnel that will drive vehicles has a criminal record, is on the Registry or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry or the DCF Registry and any other related information to the Superintendent. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Superintendent of any findings required to be reported by such law. The Contractor shall also provide the

Superintendent with a certification of compliance with these requirements in writing.

- 10.19 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. If replaced, the driver shall not thereafter be reinstated. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- 10.20 As a routine procedure, each driver will inspect his/her vehicle prior to beginning a route to ensure that exterior lights and equipment are fully operational. 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 special trips.
- 10.21 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.
- 10.22 Prohibited Practices:
- a) Drivers will not wear headphones during the course of driving a route.
 - b) Smoking is prohibited while transporting students.
 - c) 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.
 - d) Deviating from the routes as provided by the District.
 - e) Drivers will not be less than 21 years of age or students in the District.
 - f) Except for the Contractor name, no vehicle will carry political advertising.
- 10.23 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 as soon as possible and prepare a written statement if requested.
- 10.24 In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, the Contractor shall require that School Bus Drivers stop the vehicles and not proceed until discipline is restored. The Contractor's office is to be immediately alerted via radio. The School Bus Driver shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the school.
- 10.25 Only individuals specifically authorized by the Contractor and the Board will be allowed

to ride the vehicles.

- 10.26 The Contractor will offer the employees of the current bus contractor the right of first refusal for employment, provided the employees of the current bus provider meet the employment requirements of the Contractor.
- 10.27 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- 10.28 The Contractor agrees to give first priority for drivers' positions in Chester, Deep River, and Essex residents that meet the Contractor's employment requirements and to train and instruct candidates as may be selected, without cost to the Board.

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. 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 term of this Contract, 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.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within 20 minutes. Stand-by drivers must be available to operate these vehicles.

- 11.1.1 Section 5.1.3 of the Request for Proposals details the current fleet being provided by the current contractor. The Superintendent will work with the Contractor to ensure the appropriate type vehicle is being utilized for the route.

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

- 11.1.2 At no time during the term of the Contract shall a vehicle being used to transport school children (including spares) exceed seven (7) years of age from the original date of manufacture. Failure to maintain the stipulated age requirements during the contract life shall be considered a default under the Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the Contract (calculated on September 1st of each year). For example, a bus with a 2018 chassis year, at the beginning of this contract period (7/1/25) would be considered 7 years old. Vehicle ages will be calculated each Contract Year and the

Contractor will provide the Superintendent with a detailed fleet listing of the vehicles to be used for the District's transportation at the beginning of each school year stipulating that they meet this age criterion.

11.1.3 For the first school year of this Contract, the Contractor shall furnish the Board with nine (9) Type I diesel buses with a minimum capacity of 71 passengers and one (1) wheelchair accessible Type II buses/vans, available upon the Board's request. Each Type II and Type II wheelchair vehicles are required to have air conditioning to meet the needs of students with disabilities. All vehicles shall have the following:

- a) flashing stop arms;
- b) front safety crossing control gates;
- c) sealed odometers;
- d) two-way radios (described further below);
- e) GPS;
- f) Digital camera systems (described further below); and
- g) The ability to shut off engines but still operate flashing lights when picking up and discharging passengers and while waiting at schools.

11.1.4 Each vehicle 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 company cell phone. All radios or company cell phones must be utilized consistent with Federal and State usage regulations.

The Contractor shall provide the Contractor's on-site transportation supervisors with the use of a "direct-connect" cellular telephone or equivalent that is coordinated with the Contractor's network.

11.1.5 All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. Should legislation require child restraints for students being provided service under this Contract, it shall be the Contractor's responsibility to provide compliant restraints.

11.1.6 All buses shall be painted the standard school bus yellow. Route numbers for the District 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 "New Hartford Public Schools," located on both sides of the vehicles. All special education vehicles shall be identified with signs reading "Carrying School

Children,” located on both sides of the vehicles.

- 11.1.7 All vehicles shall have and maintain operable interior and exterior digital camera systems on all vehicles with a minimum of two interior cameras and one exterior camera to monitor passenger activities. The vehicles will have signs posted stating “Video Surveillance in Use”. Cameras must be operating at all times, and the Proposer is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Contractor shall also supply the necessary viewing equipment and/or software. Camera output must be retained for a minimum of thirty business days or such longer periods reasonably designated by the Board. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board.
- 11.1.8. 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. Any problems, which might affect normal operation, shall be reported to the Superintendent or designee no later than 6:00 a.m.
- 11.1.9 At any time during this Contract, the Board, at its discretion, shall have the right to conduct inspections of the Contractor’s equipment 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. In addition, the Superintendent or his/her designee has the right to inspect and reject buses to be used for transportation under this Contract for any reason. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- 11.1.10The 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
- 11.1.11The Contractor shall furnish, no later than November 1 of each Contract Year, a summary listing by vehicle, indicating the total miles traveled and students transported daily, with a further breakdown indicating miles traveled, students carried per route to each school and other points of destination, and diesel fuel consumption.
- 11.2 The Contractor shall provide to the Superintendent prior to the start of each year of the Contract, or as otherwise may be requested, in the form of Appendix C, the year, make/model, student and seating capacity, of each vehicle to be utilized during the Contract

Year.

- 11.3 Contractor must provide the Superintendent on request 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 Superintendent 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.
- 11.4 During the term of this Contract 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.
- 11.5 The Contractor and the Board agree to negotiate the cost of any additional equipment that the Board may require that is not covered by laws, rules, regulations, policies and standards of the federal government, the State of Connecticut, the Connecticut Department of Motor Vehicles and the Board.
- 11.6 In the event a vehicle or vehicles covered by this Contract are not available for use, the Contractor shall, at its own expense, be responsible to provide replacement vehicles meeting the standards required under this Contract.

ARTICLE 12. FACILITIES AND DIESEL FUEL

- 12.1 The Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract. The site(s) to be utilized by the Contractor for the operation and maintenance services must be located within the District. 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 term of the Contract.
- 12.2 The Contractor shall maintain an office located within one of the Town of New Hartford which office shall be staffed and equipped so as to effectively handle communications, correspondence, dispatching, complaints, and other problems normally related to pupil transportation. The Contractor shall install, at its own expense, in the Contractor's office and in each vehicle a two-way radio to enable communication between said office and drivers. The Contractor shall install, at its own expense, a device in the office of the Superintendent of Schools to enable the Superintendent to monitor communications between the Superintendent and drivers.
- 12.3 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.
- 12.4 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 Town and pay the appropriate taxes to town within the District.

- 12.5 When not operating in service to the Board or removed for maintenance service at another location, all vehicles being used to provide services under the 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 Town.
- 12.6 The Contractor shall furnish all diesel fuel necessary to perform the transportations services required under this Contract. The diesel fuel shall be stored in tanks supplied by the Contractor and to be used solely for the purposes of performing the transportation services.
- 12.7 For those vehicles that require unleaded gas ("gas"), the Contractor shall purchase the gas, retain proof of purchase, indicating the amount of gas purchased and the cost of same, and submit the proof of purchase with its monthly invoice. The Board shall reimburse the Contractor for the gas properly and fully documented. Under no circumstances is Contractor to include invoices for gas that has been purchased by Contractor for use for any transportation services outside the scope of this Contract. If Contractor uses the gas paid by the Board for services outside the scope of this Contract, the Board in its sole discretion, may terminate the Contractor.

ARTICLE 13. TRANSITION PLAN

If the Contractor replaces the prior provider, the Contractor shall implement the Transition Plan that is approved by the Board. 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 Town, 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) days 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 education 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 On or before August 1st of each Contract Year, the Contractor shall furnish the Superintendent for its modification or approval, a routing schedule for the operation of the vehicles. The schedule shall delineate the time each vehicle's trip is to start, the pick-

up or drop-off locations along each route with associated time, and the time each vehicle will arrive at its final location. The Contractor agrees to review and prepare the routes in an effort to reduce mileage and diesel fuel consumption. 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. The Superintendent shall approve said list by August 15th for the Contract Year.

The Board reserves the right to change, reduce or designate additional pickup or discharge points when in the opinion of the Board it is necessary for the safety and welfare of children. This shall be at no additional charge to the Board.

Routes and schedules are to accommodate class schedules and shall be determined by the Superintendent. The Superintendent 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.

- 15.2 The Board desires to obtain maximum utilization of all equipment through a well-defined bus routine management program. the Superintendent shall provide the Contractor with a listing of students, names, addresses, grade levels, school assignments, and school bell times, needing transportation.

Because of late enrollments, routes and loads will be flexible during the first few weeks of school. Only the Superintendent will authorize route changes. The Board encourages input from the Contractor on changes that will increase safety and/or efficiency. A hard copy and electronic version of the routes shall be provided to the Superintendent

- 15.3 The Contractor shall be required to use a comprehensive computerized/automated routing system, approved by the Superintendent. The Contractor must establish and maintain the database and it must include a digitized map of the Towns. This program must be maintained on a PC platform and it must be electronically accessible to the Superintendent.
- 15.4 The parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The District 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 the Contract.
- 15.5 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as each 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 each District will be published no later than the second week of school.

- 15.6 Each bus used under this Contract will display the proper Bus Number, consistent with State regulations as to size and location, and must be identified with signs reading "New Hartford Public Schools."
- 15.7 A copy of the route the bus 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.
- 15.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Board, which are identified on Appendix D. Under no circumstances shall any authorized passenger be picked-up or dropped-off at any location time that is not specified on the route schedule unless prior written approval from the Superintendent has been provided to Contractor.
- 15.9 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route Specification. The Contractor shall also provide:
 - a) The Board's district-wide mid-day dismissals when required.
 - b) Early dismissals and late arrivals as per calendars provided by the Board.
 - c) Early dismissals for 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.
 - d) 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.
- 15.10 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the Board within three business days of its request.
- 15.11 Vehicles shall pass over state highway and town-accepted roads only. If this cannot be accomplished, the Superintendent or 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.
- 15.12 In the event of inclement weather or unusual highway conditions, alternate routes may be

used at the discretion of the Contractor without formal approval of the Superintendent. Such alternate routes shall be used only so long as the emergency or unusual conditions exist, and it is understood that no additional compensation will be made for additional distance traveled or time spent. If an alternate route is used, the driver shall immediately inform the Dispatcher by radio of the change, and the Dispatcher shall immediately inform the Superintendent.

- 15.13 The parties agree that: (a) no pupil may arrive at school earlier than fifteen (15) minutes before the time shown on the route schedule; (b) no pupil shall be on a route for more than sixty (60) minutes before the arrival time as specified for school attended; and, (c) no pupil may be required to wait more than fifteen (15) minutes after the specified dismissal time before boarding his/her vehicle.

15.14 Trial Runs

On a day established by the Board and within two weeks prior to the first day of service under the 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 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 Districts' 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 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 the 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 District'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.

- 16.3 Emergency Bus Drill: The Contractor shall, when requested, provide a bus and driver for 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 District.
- 16.4 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 District 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.

- 16.5 The Contractor's Monthly 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 the Contract. The Contractor and a representative from the district shall meet prior to the beginning of school to finalize the information to be contained on this report.
- 16.5.1 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 District 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. For any accident or other emergency, drivers are to immediately contact the Dispatcher and/or emergency personnel using 911. Any accident involving vehicles or passengers shall be reported to the Superintendent as soon as possible and not later than twenty-four (24) hours from the time of the accident.
- 16.5.2 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving a district'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 District as to such students during the term of the Contract, including but not limited to the prompt reporting of such student to the school principal where the student attends classes. 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.

- 16.5.3 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 Board in the compilation of this data.
- 16.5.4 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.
- 16.5.5 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.
- 16.6 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 District.
- 16.7 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 the Contract. The Contractor shall agree to secure the prior written approval of the Superintendent before agreeing to undertake the transportation of pupils for other districts, 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, district or individual for such transportation. The Board reserves the right to assign students from other 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.

16.8 Parental complaints arising from the operations under this Contract will first be addressed by the Contractor. If not satisfactorily resolved by the Contractor, the complaints shall be referred to the Superintendent for action. The Contractor shall maintain copies of the complaints for three (3) years from the time of resolution of the complaint.

16.9 The Board shall have the right to place transportation aides (at the Board's costs) in any vehicle to accompany and attend to the needs of any student designated by the Superintendent or the Director of Pupil Services, as a special education student.

16.10 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. CHANGES IN BASE PROGRAM

Should changes in the Board's transportation program 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 contained within the "Form of Proposal". Any reduction in vehicles shall reduce the amount paid by the Board per vehicle/per day as shown in the Contractor's Pricing Pages contained within the "Form of Proposal" 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 the Contract.

ARTICLE 18. COMPLIANCE REQUIREMENTS

18.1 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.

18.2 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 19. TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT

The Board may terminate the Contract any time by a notice in writing from the Board to the Contractor and such notice shall provide the date of termination. If the 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. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program.

ARTICLE 20. CONTRACTOR'S DEFAULT

The Board shall have the right to terminate the Contract upon written notice to the Contractor if, at any time during the term of the Contract, it is determined at the sole discretion of the Board that the Contractor:

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

This remedy is in addition to any other remedies the Board may have.

In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including but not limited to costs associated with the bidding process and drafting a new contract, 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.

In addition, in the event that the buses or bus drivers contracted for herein are unavailable for service, 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 the Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day. In all cases where the Contractor ceases service for one or more school days, 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 the Contract to the Board shall so specifically state.

In 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 the Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

ARTICLE 21. 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 the Board will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages and enforceable for breach of this Contract:

- 21.1 If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. 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.

- 21.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the 30-minute reporting requirement, the Board shall deduct from its monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- 21.3 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.
- 21.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by a District and/or does not meet the requirements of the State of Connecticut, the Board shall deduct \$150.00 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.
- 21.5 The Board requires that all buses 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.
- 21.6 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the Board, the Contractor may be assessed a \$100 per day per vehicle liquidated damages.
- 21.7 The Contractor is precluded from the use of any vehicle performing services under this Contract (including spares) that exceeds seven (7) years of age. Should a bus 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.
- 21.8 The Manager, Dispatcher and/or on-site transportation supervisors are precluded from driving duties or maintenance duties, except in an emergency. Should the Manager 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 \$100 per occurrence liquidated damage.
- 21.9 All Type II vehicles and Type II wheelchair vehicles are required to have air conditioning to meet the needs of students with disabilities. A \$100 per day per bus penalty may be assessed for any bus that is in use on a run where the air conditioning is required and where the air conditioning is not operable.
- 21.10 Extra-curricular transportation is an important element of the Board's 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 24 hours ahead of said trip. Failure by the

Contractor to provide the necessary driver(s) will result in non-payment by the Board for the trip, a \$50 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. If a bus is more than 15 minutes late for any aspect of a scheduled trip, the Board reserves the right to assess \$50 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.

- 21.12 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 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.
- 21.13 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.

The Board shall notify the Contractor of assessed liquidated damages one month following the submission of the prior months invoice and provide the Contractor an opportunity to remedy the violating actions and/or respond to the Board's determination.

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 22. 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 commotion, natural catastrophes, governmental acts or omissions, fire, explosion, or for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is

unable to prevent, except for strikes or labor unrest. For the avoidance of doubt, Force Majeure 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) failure to secure the required number of bus drivers to fulfill the Contractor's responsibilities under this Contract, or a (d) party's financial inability to perform its obligations hereunder. To the extent that a pandemic or epidemic are the cause for the failures, the Board reserves the right to negotiate Contract terms with the Contractor.

ARTICLE 23. NO ASSIGNMENT BY CONTRACTOR

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the 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 a 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 24. INCORPORATION OF DOCUMENTS

All of the documents listed in the Table of Contents to Request for Proposals, to include the General Conditions, Specifications, Notice to Proposer, and Addenda 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 25. OTHER CONTRACTORS

To meet the operating requirements of the Board, it is understood that the Contract in no way excludes the Board from using their own vehicles, drivers, aides, monitors and/or attendants or services provided by other school districts. The Board may also use services from other contractors in the event that the Contractor cannot meet the Board's needs.

ARTICLE 26. NO WAIVER

No action or failure to act on the part of the Board to enforce its rights or remedies under the 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 the 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 27. 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 28. GOVERNING LAW, MERGER, SEVERABILITY

- 28.1 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.
- 28.2 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 State of Connecticut.
- 28.3 Amendment. This Contract may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- 28.4 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.
- 28.5 The failure of the Board to insist upon the strict performance of the Contract or its failure to exercise any right or remedy permitted under the Contract, shall not constitute a waiver of any Contract requirement and/or any right or remedy that can be enforced under the Contract.

ARTICLE 29. STUDENT DATA PRIVACY

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

- 29.1 For purposes of this Contract, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).
- 29.2 The Board and the Contractor (the “Parties”) agree that the purpose of this Contract is to detail the obligations of the Parties relative to the safety and confidentiality of Student Data, which Student Data may be provided to the Contractor in connection with the Contractor’s provision of one or more of the following professional and non-instructional services (check those applicable):
- a) Medical consultation,
 - b) Special education consultation or audit,
 - c) Academic program consultation or audit (non-special education),
 - d) Behavior intervention/Positive behavior intervention supports consultation or audit,
 - e) Information technology consultation or audit,
 - f) Student Data storage, maintenance, collection and/or analysis, and
 - g) Other (explain): _____

29.3 The Parties agree that this Contract controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

29.3.1 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.

29.3.2 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.

29.3.3 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.

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

29.3.5 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 two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

29.4 Security and Confidentiality of Student Data

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

29.4.2 Further, the Contractor shall take actions designed to ensure the security and confidentiality of Student Data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

29.4.2.1 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.

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

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

29.5 Prohibited Uses of Student Data

29.5.1 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.

29.6 Data Breaches

29.6.1 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:

29.6.1.1 Date and time of the breach.

29.6.1.2 Names of student(s) whose Student Data was released, disclosed or acquired.

29.6.1.3 The nature and extent of the breach.

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

29.6.2 Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation, mitigate and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose Student Data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

29.6.3 The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for all 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.

29.7 Term of Article 29

29.7.1 Upon conclusion or termination of the Contract, Article 30 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 30.8.2 below.

29.7.2 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 30. 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:

New Hartford Board of Education
Superintendent
530 Main Street
New Hartford, CT 06057

Contractor

ARTICLE 31. AFFIRMATIVE ACTION

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.

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APPENDIX A

THE BOARD'S TRANSPORTATION SERVICES
FORM OF PRPOSAL

Bidder Name _____
Bidder Address _____
Bidder Town/State _____
Bidder Representative _____
Bidder Insurance Carrier _____

Annual Cost of 100% Performance Bond: _____
Type of Bid Bond Included: _____

References:

1. _____ Person _____ Phone _____
2. _____ Person _____ Phone _____
3. _____ Person _____ Phone _____

Location of proposed bus lot: _____

Location of Maintenance Facility: _____

The District Transportation Services
Form of Proposal- Pricing Pages

REGULAR TRANSPORTATION

Equipment Type	2025-2026 School Year Per day/per Vehicle	2026-2027 School Year Per day/per Vehicle	2027-2028 School Year Per day/per Vehicle	2028-2029 School Year Per day/per Vehicle	2029-2030 School Year Per day/per Vehicle
Type I-77 Passenger Daily Rate for 3 hours					
Type II – Passenger Daily Rate for three hours					
Pre-Kindergarten					
Field Trips - per hour with a minimum of 4 hours and 40 minutes)					
Performance Bond					

Hourly range of drivers' pay? \$ _____ to \$ _____

Bidder's Comments:

Submitted by (Please print) _____

Signature _____

Title _____

Date _____

APPENDIX B

CERTIFICATION

In connection with that certain Request for Proposals issued by the Board for certain student transportation services commencing on July 1, 2025 (the "RFP"), the undersigned hereby acknowledges and represents that (i) it has read and understood the RFP, **INCLUDING ALL APPENDICES**, which are, Appendices A through G, all attached to the RFP and made a part thereof, and the following addendum if any. (If none, state "None"):

_____; and (ii) the proposal submitted by the undersigned in response to the RFP conforms to the terms and conditions of the Proposal Documents.

I, _____ hereby certify, that, as the Proposer under these Proposal Documents, all the information and material supplied to the Board as required by these Proposal Documents are complete and true. I, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Board, if awarded the Contract.

I, _____, further understand that any information that is found to be incomplete or false, or, any attempt to mislead the Board is discovered, either during the evaluation, or subsequent to any award, may result in the disqualification of the Proposal, or the immediate termination of the Contract.

Signature: _____ **Date:** _____

Print Name: _____

Company: _____ (Corporate Seal)

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and Sworn to before me on this ____ day of _____, 2025.

APPENDIX C

LIST OF VEHICLES TO BE USED WITH PROPOSED CONTRACT
(Return with bid)

REGULAR TRANSPORTATION VEHICLES:

[illegible]

APPENDIX D

**THE DISTRICT SCHOOLS BELL
TIMES FOR 2024-2025**

	<u>Start Time</u>	<u>End Time</u>	<u>Early Dismissal</u>
Antolini School 30 Antolini Road New Hartford CT 06057	8:30 a.m.	3:00 p.m.	1:00 p.m.
Bakerville School 51 Cedar Lane New Hartford CT 06057	8:35 a.m.	3:05 p.m.	1:00 p.m.
New Hartford Elementary 40 Wickett Street. Pine Meadow, CT 06061	8:25 a.m.	3:10 p.m.	1:00 p.m.

APPENDIX E

DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free workplace.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____

Date: _____

Print Name: _____

Company: _____

APPENDIX F

AFFIRMATIVE ACTION PLAN

NEW HARTFORD BOARD OF EDUCATION
1700 Main Street
The District, CT 06042

TO: All Bidders

FROM: Jeffrey Sousa, Superintendent

SUBJECT: Affirmative Action

The Board 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.

Please complete and return the following Statement of Policy with the Bid.

STATEMENT OF POLICY

It is the employment policy of New Hartford Board of Education that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Date

Signed (Name/Title of Company Officer

Telephone

Street Address

City/State

APPENDIX G

NON-COLLUSION STATEMENT

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

Company Name

Signed

Date

By: _____
Name

Title

Street

City/State Zip

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and Sworn to before me on this _____ day of _____, 2025.

BIDDERS CHECKLIST

Bid Bond Attached	_____
Appendix A Form of Proposal	_____
Form of Proposal Pricing Pages	_____
Appendix B Certification	_____
Appendix C List of Vehicles	_____
Appendix D Current Schools & Bells	_____
Appendix E Drug Free Zone	_____
Appendix F Affirmative Action Plan	_____
Appendix G Non-Collusion Statement	_____