# Invitation to Bid

Provision of School Transportation Services
For the East Haddam School District

The East Haddam Board of Education (hereafter referred to as "the BOARD") invites the submission of bids for the multi-year provision of Transportation Services for students served by the East Haddam School District, beginning on or about July 1, 2026. Bid proposals will be received in the Central Office of East Haddam Public Schools, 1 Plains Road, Moodus, CT 06469 until 2:00 p.m. EST on January 28, 2026, at which time they will be opened and publicly read. Bids will be received for the provision of transportation services for Regular Daily Public School Bus Routes, Special Education Bus Routes, Athletic and Field Trip Transportation and the transportation of Students to Vinal Technical High School in Middletown and the Transition Center in Colchester, Connecticut.

The BOARD, at its sole discretion, may award (1) or more Contracts based on Bid results for these three (3) distinct services. A single Contract may be awarded to a single Bidder or separate contracts may be awarded to different Bidders.

Bids shall be placed in sealed envelopes marked "EAST HADDAM PUBLIC SCHOOLS TRANSPORTATION BID" and delivered to the Office of the Superintendent of Schools on or before 2:00 p.m. EST on January 28, 2026, at which time they will be opened and publicly read.

The East Haddam Board of Education will conduct interviews of selected bidders on Monday, February 2, 2026, at a time to be determined.

Copies of the Bid documents may be obtained from the East Haddam Board of Education by contacting Christine Bourne, at Christine.bourne@easthaddamschools.org.

Firms submitting bids are fully responsible for their delivery. Reliance upon mail or public carriers is at the bidder's risk. Late bids will not be considered.

Bid Security Required: 5% Bid Surety in the form of a certified bank check, a cashier's check, or a Surety Bond issued in the name of the East Haddam BOARD of Education in an amount not less than five percent (5%) of the Bid amount for the first contract year. Such surety shall be posted with the Bidder's Bid. The Bidder thereby agrees that the posted value is to be forfeited to the BOARD by the Bidder if it refuses to perform in accordance with the Contract for services after the BOARD's acceptance of the Bid. After the opening of bids, no bid can be withdrawn for a period of ninety (90) days.

The BOARD will retain the Bid Surety of the successful Bidder until it has been replaced with the specified fifty percent (50%) Performance Bond. Each year, the Contractor, at its own expense, shall furnish to the BOARD a Performance Bond in an amount not less than fifty percent (50%) of the total value of the regular and special education routes for that year. The Bond shall be in a form satisfactory to the BOARD, conditioned upon the fulfillment by the Contractor of all the terms and conditions of the Contract. The Bond shall provide that if, at any time, the Contractor is not, in the opinion of the BOARD, fulfilling the conditions and obligations of the Contract, the BOARD may terminate the Contract upon ten (10) days' written notice to the Contractor and then

hold the Contractor and its surety responsible for any extra or added expense, loss or damage suffered by the BOARD in carrying out said Contract in an amount not to exceed the stated value of the Performance Bond.

The East Haddam BOARD of Education does not discriminate based on race, religion, color, national origin, ancestry, alienage, sex, sexual orientation, marital status, age, disability, pregnancy, gender identity or expression, veteran status, status as a victim of domestic violence, or any other basis prohibited by state or federal law 21

INSTRUCTION TO BIDDERS

A mandatory bid conference will be held on Thursday, January 22, 2026, at 11:30 a.m. in Room 1 the Central Office of East Haddam Public Schools, 1 Plains Road, CT 06469. A virtual option will be provided if needed.

Submit signed documents: Appendix A rate sheet through Appendix E in an envelope marked with the bidder's name and address on the upper left-hand corner Bids are to be plainly marked in the lower left-hand corner, Student Transportation Services, Bid # 2026-1, Bid Opening Date January 28, 2026 2:00 p.m.

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.

East Haddam Public Schools 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.

The BOARD reserves the right to reject all bids, to waive technical defects and informalities in the bids, and to make to award a contract that in its judgment will be in the best interest of the BOARD.

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

No bid shall be accepted from any bidder that, in the past ten years, has defaulted on a contract, had a contract terminated for cause, or has withdrawn a bid after formal submission.

The BOARD reserves the right to consider the bidder’s experience, service, and reputation in the student transportation field, particularly within the State of Connecticut, as well as the financial responsibility and specific qualifications of the bidder, in determining responsiveness and responsibility for the purpose of awarding the contract.

The BOARD also reserves the right to interview and negotiate with one or more bidders after the bids are opened. The BOARD reserves the right to be the sole judge of which Bid best meets the needs of the School. The BOARD has the right to modify the final Contract based upon negotiations with bidders. Prior to identifying the successful bidder and during the Term, the BOARD reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and cost of the enhancements offered by the bidder to the BOARD.

The BOARD also reserves the right to discuss the scope of services and specifications with one or more bidders and to make such modifications as the BOARD in its sole discretion, deem to be in the BOARD’s best interest.

The BOARD reserves the right to amend or withdraw this Request for Proposals for any reason whatsoever. The Board reserves the right to accept or reject any or all Bids, in whole or in part, and to make such awards, in whole or in part, including accepting a Bid or part of a bid, that in its judgment will be in the best interest of the BOARD, even if such Bid is not the lowest cost proposal. The Board reserves the right to waive any informalities, irregularities, technical defects, non-material deficiencies or procedural irregularities in any Bid submission. No Bid will be accepted or opened that is not submitted in compliance with the requirements of the Bid Documents.

Any modification to this Request for Proposals, or clarification thereof, will be made by Addendum. Responses to inquiries will also be by Addendum, or conveyed verbally at the Pre-Bid Conference. Each bidder shall confirm prior to submitting its Bid that it has received each and every Addendum issued by the BOARD related to this Request for Proposals.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days after notice of the award is mailed to him, the amount so received from such bidder through his certified bid deposit check shall become the property of the District as liquidated damages for such failures. The Board of Education may at its sole discretion choose to cancel the award and award the bid to the second lowest responsive and responsible bidder or re-bid the entire contract.

ROUTE INSPECTIONS ARE EXPECTED. ALL EXISTING CONDITIONS ARE THE RESPONSIBILITY OF THE BIDDER.

The successful bidder shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title, or interest therein, or of his obligations hereunder, without the consent of the BOARD.

## Submission Requirements Checklist

### Proposal Contents

□ Completed, signed, and initialed proposal specifications and addenda

□ Company profile and qualifications
□ Company ownership information
□ Resumes for relevant staff
□ Organization chart
□ References
□ List of previous experience in the state of Connecticut
□ Facility description and information
□ Detailed fleet electrification plan
□ Financial information
- Lawsuits
- Judgements

- Liens
- Bankruptcy filings
- Terminated contracts
- Bond denials

□ Fleet list
- Maintenance program description and forms
- Camera and GPS information
- Other vehicle features

□ Personnel and safety information
- Driver safety programs
- Training information
- Customer service programs
- Recruitment process
- Wage and benefit information
- Routing software and capabilities

□ Proof of insurance coverage – Certificate of Insurance
□ Proof of ability to furnish Performance Bond
□ Proposed pricing – printed copies of each page from the pricing workbook
□ Proposed timeline for implementation of all required services, including electric vehicles and infrastructure

Required Forms

□ Specifications and proposal form
□ Non-collusive certification
□ Hold harmless agreement
□ Financial information compliance
□ Student transportation proposal: form of proposal
□ Non-debarment acknowledgment
□ Certificate regarding conflict of interest

## Objectives

To solicit proposals for the provision of:

- K-12 regular year student transportation services
- Special Education transportation services
- Extracurricular transportation services, including field trips and Athletics
- Extended school year transportation services
- Summer school transportation services

Responses should address the Contractor's approach to procuring and implementing a fully electric fleet to ensure adherence with the state of Connecticut's electrification mandates.

## Required Minimum Qualifications

- 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 Bidder to fulfill the Contract(s), and the Bidder shall furnish the BOARD with all such information for this purpose as the BOARD may request. If, in the sole opinion of the BOARD, the Bidder is not properly qualified or responsible for fulfilling any obligations of the Contract proposal, the BOARD reserves the right to reject its proposal.

- The BOARD reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the BOARD may choose to reject any proposal where the Bidder's stated qualifications are such that the Bidder may not be able to perform the transportation service in a safe and efficient manner. The Bidder 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.

- Bidder must possess and demonstrate 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.

- The BOARD's preference is for one Contractor to provide all buses to meet the program needs. To that end, the Bidder shall provide its fleet profile (years and/or mileage; vehicle features) for vehicles in the categories appropriate to the contract(s) being considered by the Proposer. The BOARD currently requires the following as a minimum:

    - 10+ passenger buses: five (5) year average age with no regularly scheduled route bus or spare bus older than ten (10) years;

    - Less than 10 passenger buses: five (5) year average age with no regularly scheduled route bus or spare bus older than 8 years.

- The Bidder must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver and bus aide employment and bus operation, and Board of Education policies and regulations.

## Instructions to Bidders

1. Inspect carefully all provisions of this document.

2. Provide all information requested, including but not limited to the "Mandatory Bid Pricing Schedule". It is the School District'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 District's operating and financial needs. If no proposal is being submitted on one

or more of the requested proposal categories, please so indicate in each space by entering "No Proposal" wherever a price is indicated. All spaces must be completed with either a proposal amount or "No Proposal" designated. Do not enter zero ($0) if "No Proposal" is being submitted as zero ($0) is an amount that could be awarded by the District. The District reserves the right, however, to award this contract to one or more bidders if they so choose.

3. Submit an original and two copies of the Proposal, including this complete document without removing any sheets. Each copy of the Proposal is to be contained in a separate three-ring binder, and each proposal shall include the printed copies of the pricing pages completed and signed by proposer. All documents must be submitted in hard-copy format as outlined above.

   Should the proposal contain any information which the Bidder deems proprietary or confidential in nature, this information must be clearly redacted or marked confidential in the Bidder's response and provided in a separate envelope. All proposals will be publicly opened, reviewed for completeness, and will have all relevant and non-confidential Proposer information made publicly available following the proposal opening and review period. Pricing elements of any proposal that are marked confidential will be grounds for disqualification.

   All materials submitted to the BOARD pursuant to this proposal become the property of the BOARD and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files.

4. Questions pertaining to these specifications may be addressed at the pre-proposal meeting to be held in person and virtually on January 22, 2026 at 11:30 AM EST. If you intend to participate virtually, please contact Christine Bourne, Business Manager, christine.bourne@easthaddamschools.org prior to January 21, 2026 at 4:00 p.m. All interested Bidders must attend the pre-proposal meeting. The pre-proposal meeting will discuss proposal submission requirements and additional relevant information regarding the RFP and future contract award. Attendance at this meeting is restricted to a maximum of three (3) representatives per firm.

5. Proposals must be presented in a sealed, opaque box or envelope and addressed as follows:

East Haddam Public Schools Business Office
Attn: Christine Bourne
1 Plains Road
P.O. Box 401
Moodus, CT 06469
School Transportation RFP – 2:00 P.M. EST, January 28, 2026

6. Proposals will remain firm for a period of ninety (90) days following the date of the opening, and shall thereafter remain firm until the Bidder provides written notice to the East Haddam Public Schools that the proposal has been withdrawn.

7. Bidder must furnish, at its own expense and with the Proposal, a proposal bond or certified check in the amount of five percent (5%) of Bidder's proposed price for the first year of the contract. Bidder must also furnish proof of the ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the annual contract cost. Proposal bonds will be returned to unselected vendors after the ninety (90) day open-proposal period. The proposal bond of the selected vendor will be returned at the end of the first-year of the contract.

8. Proposals will be received until 2:00 P.M. EST., January 28, 2026 at East Haddam Public Schools, 1 Plains Road, Moodus, Connecticut, 06469 at which time and place all proposals will be publicly opened.

9. Bidders are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the proposal. It is the Bidder'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 Bidder of any missing elements of the proposal. Bidders are also encouraged to include additional information about their services or company that will assist the East Haddam Public Schools in the review of Proposals and awarding of contracts.

ARTICLE I - LENGTH OF CONTRACT

The BOARD and the CONTRACTOR agree that the CONTRACTOR shall be the agent to furnish school transportation services for East Haddam Public School students as designated by the BOARD. The agreement period will be for (5) five years, beginning July 1, 2026 through June 30, 2031.

ARTICLE II - EXCLUSIVITY

The BOARD reserves the right to utilize its own or leased vehicles, or engage any other CONTRACTOR for any field, athletic trip or for out-of-district special education transportation needs which occur during this contract.

ARTICLE III - SERVICE EXPECTATIONS

The CONTRACTOR is expected:

- To safely deliver on time all students to their school destination and all scheduled outside activities, including athletics and field trips.
- To provide skilled and courteous drivers and to provide staff consistency on route coverage.
- To work with the School Administration to maintain the best possible parent/community relations.
- To keep vehicles physically clean inside and out and in excellent mechanical condition.
- To provide vehicles meeting all Connecticut and Federal Motor Vehicle statutes and regulations necessary for the transportation undertaken.

ARTICLE IV - REGULAR TRANSPORTATION REQUIREMENTS

As of the current date, Fifteen (15) Type I (71/77 passenger) School Buses are required to meet this Agreement. Minibuses (Type II) may be substituted for full-sized buses as ridership dictates, and nine (9) passenger student transportation vehicles may be used for late buses, athletic trips, vocational/technical schools, and extracurricular transportation.

The transportation of students will include students attending public schools in East Haddam as well as those East Haddam students enrolled in out-of-town programs. This includes the Vinal Technical High School in Middletown and the Transition Center in in Colchester, CT (including special education students).

The BOARD reserves the right to add or delete the number of regular routes buses at any time as the needs of the BOARD requires. The BOARD shall give the CONTRACTOR such advance notice as is possible of its decision to add or delete a bus.

East Haddam Schools operates 180 days for regular education services. The Vinal/Voag schedules and the Transition Center School schedules may be different. Any addition or reduction in school days will be paid on the same ratio of 180 days of school to the total contract price for regular transportation. The Business Manager shall notify the CONTRACTOR of the number of school days for the upcoming year by July 1st.

The bid requires service will be provided to students in Pre-Kindergarten to Grade 12 to East Haddam Schools in addition to transportation to the Middletown vocational/technical schools. All buses are operated in accordance with the start and end times of each school. The BOARD reserves the right to change school times or reduce the number of tiers, the related reduced cost for these changes to be negotiated between the CONTRACTOR and the BOARD.

| SCHOOL | GRADES | LOCATION | START TIME | END TIME | ROUTES (Approx) |
|---|---|---|---|---|---|
| Vinal Technical High School | 9-12 | 60 Daniels Street Middletown, CT | 7:15 | 2:10 | 1 |
| Nathan Hale-Ray High School | 9-12 | 15 School Drive Moodus, CT | 7:30 | 2:10 | 12 |
| Nathan Hale-Ray Middle School | 6-8 | 73 Clark Gates Road, Moodus, CT | 7:30 | 2:10 | 13 |
| Nathan Hale-Ray Middle School | 4-5 | 73 Clark Gates Road, Moodus, CT | 8:30 | 3:10 | 13 |
| East Haddam Elementary School | Prek-3 | 45 Joe Wiliams Road, Moodus, CT | 8:50 | 3:20 | 12 |

Mid-Day Pre-K Runs: AM session ends at 11:45; PM session begins at 12:35

** Note that the above are school start and end times and students must be delivered to their school no less than 10 minutes prior to the start of school and picked up no later than the end of the school day.

Athletics/Activities/Field Trips:

The CONTRACTOR will provide transportation for such field and athletic trips as may be scheduled by the BOARD. The CONTRACTOR shall make every attempt to ensure that vehicles and drivers are available for such trips. If the CONTRACTOR cannot meet the needs of the BOARD, the BOARD may contract with other provider(s) of transportation services to assure student needs are met.

East Haddam Public Schools have long-standing traditions and community pride in the athletic program offered to students. The district is affiliated with the CIAC Shoreline Athletic Conference where schedules can be viewed. High School sports include: football, volleyball, cross country, soccer, cheerleading, basketball, indoor track, baseball, softball, tennis, golf, outdoor track, Unified Sports and lacrosse. Middle School sports include basketball, cross country, soccer, baseball, softball and Unified Sports. The Board has the right to add or remove any sports programs as is needed to support the East Haddam students.

## ARTICLE V - SPECIAL EDUCATION TRANSPORTATION REQUIREMENTS

In-district extended school year (ESY) transportation is required for approximately 4 weeks/16 days every year. This schedule is subject to change, the most recent year operated July 7 through July 31, the schedule was 9 am to noon. Twelve Type I or II buses have been utilized. Each student's special education program will determine the number of days transportation is required for out-of-district programs.

Vehicles utilized for out-of-district programs may be vans or cars depending on the location, student needs, and any additional adult aid that may be required as mutually determined. Wheelchair equipped van(s) shall be provided as circumstances require as determined by the BOARD. Special education programs may operate on a different school calendar than the East Haddam Public Schools.

The CONTRACTOR agrees that as a rule, only East Haddam Public School students will be transported under the terms of this contract. If, however, it is possible to accommodate students from another school district, including adjacent communities served by the same CONTRACTOR, on one of the special education vehicles, such transportation shall be done only upon agreement between the BOARD and the CONTRACTOR. The daily rate for shared vehicles shall be prorated with the amount determined with the express consent of the Business Manager or designee. It shall be the responsibility of the CONTRACTOR to bill the other school district.

The BOARD reserves the right to add and/or delete special education transportation vehicles as the needs of the BOARD require. The BOARD shall give the CONTRACTOR such advance notice as is possible given the nature of special education transportation needs.

If at any time additional special education transportation vehicles are needed, the CONTRACTOR will be notified as soon as possible. If the CONTRACTOR cannot meet the needs of the BOARD, the BOARD may enter into a contract with another provider of transportation services or the BOARD may operate vehicles with their own employees.

## ARTICLE VI - VEHICLE SPECIFICATIONS

All vehicles provided by the CONTRACTOR shall be equipped, maintained, and operated in accordance with the regulations of all Federal and State standards, specifically including the Connecticut State Department of Motor Vehicles.

All vehicles, including School Buses, School Lift Buses, and Special Education Vans, shall be equipped with two-way radios, provided, and maintained by the CONTRACTOR. CONTRACTOR shall also provide a Child Check Mate device on each Type I and II vehicle.

Age of Buses:

At no time during the term of this contract shall a vehicle being used to transport school children be more than ten (10) years old from the date of original manufacture, except for spare vehicles.

Bus fuel types:

This bid will be awarded based on large capacity Type I and II buses utilizing carbon-based fuels (diesel or gas). The BOARD acknowledges that the zero-emission/electric bus mandated implementation date, January 1, 2030, established by the Connecticut Clean Air Act ("CCAA") may apply to the BOARD. If the implementation date is not modified by the Connecticut legislative process, the BOARD reserves the right to take any appropriate action including modifying, extending, or terminating the agreement following good faith negotiations by both parties.

Bus capacity and bus equipment:

The contractor shall use appropriately sized vehicles for the student ridership levels, 71/77 passenger Type I or 16/20 passenger Type II.

Lettering on both sides of the bus shall clearly state "East Haddam Schools," by the first day of this contract. At all times there shall be signage on the buses identifying them as East Haddam Public School buses.

All vehicles shall be equipped with a digital video security camera system with GPS and on-BOARD storage of images and include a user-friendly bus locating parent app. The CONTRACTOR shall coordinate a GPS interface with the routing software. The camera system shall also record audio. A minimum of four (4) interior cameras on each 71/77 passenger bus, two (2) on Type II vehicles and one (1) on all smaller vehicles. Storage capacity shall be a minimum of eighty (80) hours on all cameras simultaneously including audio. On-bus hardware, including the storage media, shall be secured in its own locking cabinet, not accessible to either passengers or to the driver. The cameras must be placed in locations approved by the BOARD, with camera coverage set to record entryway, driver, and front, middle and rear seats. The successful bidder shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at all times. The BOARD or its school administrators reserve the right to request and obtain video and/or audio footage at any time for the purpose of reviewing incidents, ensuring student and staff safety, investigating complaints, or verifying compliance with contractual and operational requirements.

Each year of the Agreement, prior to the first day of school, the CONTRACTOR will provide the BOARD with a complete list of the vehicles that serve the BOARD. The list will include the bus number, registration number, bus capacity, the trips the vehicle covers, the model year of the vehicle, mileage, and a copy of the most recent State of Connecticut inspection form for that vehicle.

The CONTRACTOR shall, always, during the period of this Agreement, provide spare vehicles and driving personnel sufficient to satisfy the requirements of this Agreement. The spare vehicles and spare drivers shall be used in the event of any scheduled maintenance, accident, breakdown, delays, emergency, shortages due to athletic or field trips, driver absence, etc.

During the term of this Agreement 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 bid.

The CONTRACTOR shall operate a mechanical inspection program of all vehicles that meets or exceeds the Federal and State requirements. Upon a request by the BOARD, copies of CONTRACTOR's and/or STATE inspection reports shall be provided to the BOARD. At any time during this Agreement, 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 designated by the BOARD.

All buses shall be equipped with stop arms, referred to as crossing gates.

All buses and vans shall be equipped with two-way radios on a dedicated frequency, and a copy of the radio license shall be provided prior to the execution of a contract. All radios shall be regularly inspected and repaired as necessary. A base unit shall be provided at no cost to the District Office.

All vehicles available for use at time of the bid, or which are to be available for use and added to the fleet after submission, and anytime during the length of the contract, must have minimum seating capacity conforming to the standard specifications. Chassis and body must conform to all Federal Standards and fully meet or exceed all requirements of the State of Connecticut Department of Transportation. STV vans shall have minimum seating capacity of 9 students.

The bidder shall see that all buses and/or vans are kept at all times in a condition of cleanliness, interior and exterior, satisfactory to the District Transportation Manager or Designee in charge of transportation. All vehicles shall be warm prior to the first pick up at home or school. In addition, the temperature of the bus/van interior shall be maintained at a reasonably comfortable temperature when the vehicle is occupied.

All Type II buses and STV Vans shall be air conditioned.

The total number of buses required under this contract requires adequate spare buses, plus a minimum of four (4) buses required for athletics and field trips.

The District expressly reserves the right to acquire Coach-type buses (bathroom, coach type seating, luggage compartment, seat belts and Wi-Fi) for transportation for athletic, field. trips, and/or other school activities from sources other than the Contractor.

There shall be no idling of school buses on school grounds in excess of 2 minutes, unless required to operate defrosting equipment to ensure the safety of the driver and students.

Any bus/van utilized to replace an "on road" breakdown must be capable of reaching the vehicle within 15 minutes of such notification.

School transportation services covered under this contract shall be under the complete authority and control of the Superintendent of Schools or Designee in charge of transportation, so identified by the District.

Seatbelts: The Contractor shall comply with all State and Federal requirements regarding the installation and use of seat belts by students on buses. In addition, all Type II, special education STV vans/buses and special education-wheelchair STV vans/buses shall be equipped with seat belts. Drivers shall ensure that all students wear their seat belts at all times. All students riding in wheelchairs shall be properly restrained to minimize injury in the event of an accident. Wheelchair locking devices shall be of the forward-facing type only.

Car Seats/Booster Seats: When required, the Contractor shall provide approved car seats for students who are under 5 years old and under 40 pounds in weight. Drivers or monitors/aides, if applicable, are expected to secure the student in the car seat via an approved seatbelt and to off load the seat at the student's destination (school or home). Parents, teachers and classroom aides shall be responsible for storing car seats for their students when not in use on the bus. Appropriate booster seats shall be utilized as required by State/Federal law or regulation. The cost of the required car/booster seats shall be reimbursed to the Contractor upon satisfactory invoice to the District.

Child Restraint System: The Contractor shall provide a federally approved child restraint system for any child under 40 pounds in weight. Drivers or monitors/aides, if applicable, are expected to secure the student in the restraint prior to movement of the vehicle. Such child restraint system shall be at the Contractor's expense.

Harness Type Restraint System: When required, the Bidder/Contractor agrees to provide Federally approved and appropriate student harnesses for special needs students who may require such restraint. Such harnesses shall be connected to the seatback per State and manufacturer's specifications. The body portion of the harness shall be placed on the student by the parent/teacher prior to the student loading the vehicle and shall attach to the seat back by clip or other method which shall easily allow for connection and disconnection. The cost of the required harness type restraint system shall be reimbursed to the Contractor upon satisfactory invoice to the District.

Wheelchair Lifts: All hydraulic, electrical, or mechanical wheelchair lifts or ramps used by the Contractor are subject to the continuous approval of the District. Drivers assigned to operate wheelchair equipped buses shall be trained in the proper operation of the lifts.

Wireless or Radio Communications: The Contractor shall provide each bus/van and spare bus with a two way radio to maintain continuous contact with the bus dispatcher and have a 25 mile radius minimum. Radios shall have an individual distinct frequency, discrete private channel, discrete private carrier, or coded squelch. UHF radios must have a minimum power output of twenty-five (25) watts with 800 MHz or fifteen (15) watts with 900 MHz. The Contractor shall also provide at their own expense whatever electronic devices are necessary in order to provide radio coverage within the vehicle's area of operation. If required, the Contractor shall provide a base station to the District's police department(s); the cost of

which shall be paid by the District.

First Aid Kits: Each vehicle shall be equipped with an approved first aid kit, blood borne pathogen kit, bodily fluid spill kit, and approved equipment for artificial airway insertion. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor.

Other Equipment Required by Law or Regulation: Contractor shall supply and ensure that all of the vehicles have all such equipment, not otherwise specifically mentioned in these specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the by regulations adopted by the State.

## ARTICLE VII – FACILITIES/VEHICLE PARKING/FUELING

The BOARD shall have a facility adequate for the storage, and fueling of all buses, vans and spare vehicles used for the provision of transportation services.

CONTRACTOR will be responsible for the cost of any vandalism or other damage to their vehicles. BOARD will cooperate with the CONTRACTOR to keep vandalism low and prosecute violators to the full extent of the law.

The cost of diesel fuel and gasoline used in vehicles to transport District students will be the responsibility of the BOARD. It is to be understood that all diesel fuel and gasoline supplied by the BOARD may only be used in providing services under this Agreement. Diesel fuel access is at the bus facility. The CONTRACTOR shall be allowed to fuel vehicles at the Town of East Haddam's facility located at 1 Hood Lane, East Haddam Connecticut between the hours of 7:00 a.m. and 4:30 p.m. at no cost to the CONTRACTOR. The CONTRACTOR's employees will be responsible for pumping the fuel into the buses, and complying with the Town's reasonable policies for pumping fuel. Use of fuel shall be solely for the purposes of transporting East Haddam Public School students.

THE CONTRACTOR shall maintain records of fuel consumed by each vehicle and such usage records shall be submitted each month with the bus invoices to the BOARD. Any alternate fuel type must be approved by the Superintendent of East Haddam Schools in writing prior to its use. If the BOARD is unable to supply the CONTRACTOR with fuel, the Superintendent or designee will notify the CONTRACTOR as soon as possible.

## ARTICLE VIII – INSURANCE, BONDING, AND HOLD HARMLESS

The Contractor shall, at its own expense, maintain the following minimum levels of insurance coverages during the term of this Agreement:

- Commercial General Liability $1,000,000 per occurrence / $10,000,000 total (with excess) Includes bodily injury, personal injury, and property damage.
- Automobile Liability $1,000,000 per occurrence / $10,000,000 total (with excess) Covers owned, non-owned, and hired vehicles.
- Professional Liability (E&O) $2,000,000 per claim / $10,000,000 total (with excess) Applies to all professional services.

- Sexual Abuse & Molestation $1,000,000 per occurrence / $10,000,000 total (with excess) May be separate or included in excess/umbrella policy.
- Workers' Compensation / Employer's Liability Statutory / $1,000,000 Employer's Liability included in excess total of $10,000,000.
- Excess or Umbrella Liability $10,000,000 Must apply over General, Auto, Professional, Sexual Abuse, and Employer's Liability coverages.
- The CONTRACTOR will maintain Workers Compensation Insurance coverage in accordance with the statutory requirements of the state of Connecticut.

East Haddam Public Schools is to be included as an Additional Insured on a Primary and Non-Contributory basis including a Waiver of Subrogation for General Liability, Automobile Liability, Workers Compensation and Umbrella Liability.

The Contractor's policy or policies shall be primary to any policies of insurance available to the BOARD. The BOARD and/or its representative retain the right to direct inquiries to the Contractor, its agents or broker or insurer directly. All insurance certificates shall state that the policy will not be canceled, nor coverage reduced without thirty (30) days prior written notice to the District.

Certificates of Insurance will be required annually prior to the first day of school. Copies of insurance certificates will be forwarded to the School Administration on or before the renewal date of the policy. All insurance will be carried by companies authorized to conduct business in the State of Connecticut. The BOARD shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery of any change to or cancellation of any or all insurance policies required by this Agreement.

No agreement will be executed until the Business Manager receives the required insurance certificates.

Prior to each school year, the contractor is required to furnish a bond ensuring the faithful performance of its obligations in the amount of 50% of the total contract cost for the upcoming school year. The initial bond shall be provided at the time of execution of the contract. A new bond will be provided before August 1 of each ensuing school year.

To the fullest extent permitted by law, the CONTRACTOR shall, absolute or indirectly, additionally, indemnify and hold harmless the BOARD, their officers, directors, employees, and agents from and against any and all claims, damages, losses and expenses, and liability, including but not limited to attorney's fees, arising out of or resulting from the performance of their duties, provided that such claim, damage, loss or expense is attributable to bodily injury, death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of anyone directly or indirectly employed by them or anyone for whose acts that may be liable, regardless of whether or not such claim, damage, loss of expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to part, or person described in this paragraph.

ARTICLE IX – VEHICLE DRIVERS and BUS MONITORS

CONTRACTOR shall insure that all operators of motor vehicles carrying school children shall hold the required Connecticut Department of Motor Vehicle license, passed the required physical examination, and been fingerprinted as required by State law (CGS 10-221d).

CONTRACTOR shall be solely responsible for selecting and supervising vehicle drivers and bus monitors. Monitors or aids will be employed only by mutual agreement of the BOARD and CONTRACTOR of the need for employing aids or monitors. All drivers and monitors employed by the CONTRACTOR will undergo a background examination including, but not limited to, civil, motor vehicle, and criminal records. The CONTRACTOR will maintain records of all employment applications, investigative reports, and other forms pertinent to employment.

Drivers shall follow prescribed emergency procedures in the event of an accident or vehicle malfunction. All accidents, whether there is an injury or not, shall immediately be reported to the Superintendent or designee. In the event of an injury, CONTRACTOR shall promptly prepare a written report to the Superintendent or designee of the accident. All accidents or vehicle malfunction shall be immediately reported to the East Haddam Police Department for safety purposes.

CONTRACTOR shall provide annual written evidence that it is in satisfactory compliance with all required drug and alcohol testing by June 30 preceding each year covered by the contract. The CONTRACTOR will have a written drug/alcohol policy, which complies with State and Federal law. A copy of this policy or any revisions that occur during the term of this Agreement will be submitted to the Business Manager. The policy will include pre-employment testing and testing for drivers involved in accidents where a post-accident testing event occurs or there is reasonable cause to suspect drug or alcohol use. Drivers who are tested positive for use of controlled substances and/or alcohol will be permanently excluded from driving school buses or vehicles for East Haddam Public Schools.

The Superintendent, Business Manager, or designee reserves the right to review all personnel records and personnel used in the performance of this contract. If any driver or bus monitor demonstrates unsatisfactory performance, the Superintendent shall have the right to require the CONTRACTOR to replace or transfer the driver/bus monitor to another route within twenty-four (24) hours after notification. If replaced, the driver shall not thereafter be reinstated without the approval of the Superintendent.

In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, CONTRACTOR shall require that drivers stop the vehicle and not proceed until discipline is restored. The CONTRACTOR'S office is to be immediately alerted via radio. The Bus Driver shall report all such occurrences to the CONTRACTOR, and the CONTRACTOR shall notify the principal of the school.

Only individuals specifically authorized by the CONTRACTOR and BOARD will be allowed to ride the vehicles.

The Contractor(s) shall furnish fully and properly licensed drivers to operate any vehicles used in carrying out the transportation services under the terms of this contract; including spare drivers.

The Contractor shall have and maintain a minimum of two (2) Stand By Substitute Drivers to ensure no lapse in route coverage. Such drivers to meet any/all qualifications for regular drivers.

Background information for all persons assigned as regular or substitute drivers must be submitted, and be acceptable, to the District Transportation Manager or Designee in charge of transportation prior to August

15 of each year. The list of drivers, including a copy of their license, driving record, and CORI and SORI report shall be provided to the Superintendent or his designee prior to September 1 of each year of this contract. The bidder shall supply the same documentation for all personnel, including management staff, mechanics, and any replacement drivers prior to their start of employment under this contract. The District reserves the right to request a driver history at any time.

The Superintendent of Schools or Designee in charge of transportation reserves the right to accept or reject any and all drivers, if it is deemed in the best interest of the District to do so. Further, the Superintendent of Schools or Designee in charge of transportation reserves the right to require any Driver to submit to a physical examination at any time, at the sole cost to the Contractor, by a doctor of medicine selected by the District or Designee in charge of transportation.

The bidder agrees to comply with rules, regulations, and requirements of the State of Connecticut DOT, and amendments thereto, with respect to the licensing of school bus and STV van drivers.

The Superintendent of Schools or Designee in charge of transportation reserves the right to request a change or removal of a driver at any time with or without cause. The request shall be made by the Superintendent in writing and state the reason(s) therefore and shall not be in violation of any applicable local, state or federal law or regulation. The Contractor shall be obligated to comply within 24 hours of notice being provided by the Superintendent. The temporary or permanent removal of drivers from the Contractor's roster of drivers for the District shall not relieve the Contractor of its responsibility to fulfill all the terms of the contract.

The bidder shall see that all drivers have on file with the bidder a report, made by a registered physician, that he/she is in sound physical condition and capable of performing the duties of a school bus/van driver. The physical examination certificate must be submitted once a year, as required by law.

As it is the intent of the District to have the Contractor(s) provide professional drivers, evidence of the safety program used to meet the DOT requirements of required "in- service" training per driver per year must accompany the bid. This program shall be in compliance with all state and local transportation requirements. Such training sessions are to be scheduled throughout the year, as it is not in the best interest of the schools or their students to have all the training hours provided in one or two lengthy sessions. Any other safety/training programs, which the bidder uses, (not necessarily limited to drivers) should also be included with the bid package.

The Contractor shall agree, if required by the District, that all drivers and/or Monitors, including substitute drivers, shall be trained in First Aide, CPR, Seizure, Assertive Discipline, Child Abused or Neglect Procedures, Restraint Training, Allergic Reaction and/ or Epi-pen administration. The cost of this additional in service training shall be at the District expense.

Drivers of special needs students shall maintain a log for all assigned students (by route) listing known medical conditions, and if applicable, the type of medication the student takes. The log shall also include the student's address and emergency contact and telephone number(s).

Bidders must provide evidence that they have in place and are in compliance with all requirements for drug and alcohol testing, in accordance with the Federal Highway Administration regulations regarding Commercial Drivers' License. This requirement shall also include STVNan drivers. The description of this

program should list company policies regarding substance abuse and company procedures on drug testing.

A thorough background check is required for all drivers, including driving record and Criminal History Records (Expanded CORI) and SORI. Prior to the start of the school year, annually, the Contractor shall provide, along with the driver roster, driver signed authorizations to allow the District to conduct an independent CORI/SORI investigation. All drivers subsequently hired under this contract shall also provide such authorization prior to their start date. The District Transportation Manager or Designee in charge of transportation shall strive to submit and process the CORI requests in a timely manner.

There shall be no expectorating, chewing of tobacco or smoking by drivers at any time on vehicles utilized under this contract or on school property or during any other school- sponsored trips.

The use of profanity or immoral words or gestures is not permitted, whether directed at/to students or to others.

Drivers must maintain order among students within the vehicle. Students disobeying instructions of the ·driver shall be reported to the respective school principal for school disciplinary action according to respective school policy.

Drivers must comply with all policies set forth by the District covering the conduct of students on the bus/van.

Drivers shall not leave a bus/van unattended when students are on the vehicle. In an emergency, the driver's first concern must be for the safety and welfare of the students.

ACCIDENTS: Each and every accident shall be reported immediately by the driver to the Contractor after its occurrence thereafter, and the Contractor shall immediately notify the District Transportation Manager or Designee in charge of transportation and Safety Officials. In all such cases, this report is to be rendered orally to the Superintendent of Schools or Designee in charge of transportation and Safety Officials as soon as possible after the accident. In cases of bodily injury, the Contractor must file a written report with the Superintendent of Schools or Designee in charge of transportation and Safety Officials within 24 hours. Any bus/van utilized to replace an "on road" breakdown must be capable of reaching the vehicle within 20 minutes of such notification.

UNAVOIDABLE DELAYS: In the event of unavoidable delays or other circumstances, which interfere with the proper performance of a scheduled route or trip, the Contractor must report to the District Transportation Manager or Designee in charge of transportation as soon as possible.

SCHOOL BUS MONITORS/BUS AIDES: Bus Monitors/Bus Aides shall be Contractor employees, unless otherwise noted, and shall be assigned to routes and vehicles by the Contractor as required by the Superintendent of Schools or Designee in charge of transportation. At their sole discretion, the Superintendent of Schools or Designee in charge of transportation may require bus monitors/bus aides in specific situations not specifically required by law, but where the needs of the specific students or students may require the assistance of said monitor/aide. School bus monitors/bus aides shall possess the qualifications and required background checks as school bus drivers, except the requirement for a commercial driver's license and a school bus endorsement. Bus monitor/bus aides' cost- salary and benefits- shall be the sole responsibility of the Contractor, unless otherwise noted.

The District reserves the right to employ its own Bus Monitors/Bus Aides should it be in its best financial interests to do so. In the event that the District elects this option, the Contractor agrees to work cooperatively with the District Transportation Manager or Designee in charge of transportation in their scheduling, assignment and utilization.

All buses/vans shall be kept free of debris and cleaned by sweeping or vacuum cleaning daily and shall be maintained free of noxious odors and poisonous gases at all times.

In the event of an accident or break down, drivers must dispatch to base immediately and a new bus must arrive within 12-15 minutes, no matter the distance of school.

Bus/STV Van route numbers 10 inches in height shall be prominently displayed on BOTH front, rear and side windows of the vehicle, so as to be visible when approaching a stop and also prior to boarding.

The schedule of route operation shall be maintained in such a manner that students shall be picked up no earlier than 60 minutes before school starts and reach the school no earlier than 10 minutes before classes begin. Buses/STV Vans shall be scheduled to arrive no later than 5 minutes before the scheduled dismissal times. No bus shall leave the school until all assigned and school present students are boarded and seated. Special Education routes in excess of 60 minutes shall require parental permission.

The Contractor should be given notice of school cancellation due to inclement weather by 5:00 a.m. In the event of a change in opening or closing of school due to unusual circumstances, the Contractor shall be given reasonable notice and shall respond to the need as soon as possible.

It shall be the responsibility of the Contractor to contact the appropriate school official for time schedules for late openings and early dismissals and school cancelations.

**NOTE: If schools in the East Haddam Public Schools are cancelled due to weather conditions, NO VEHICLES ARE TO TRANSPORT EAST HADDAM STUDENTS TO ANY OUT OF TOWN SCHOOLS.**

The Driver shall maintain order on the school bus. Students who disobey instructions of the Driver shall be reported to the respective school principal or designee for disciplinary action, according to the Board of Education policy. In the case of vandalism to school buses/vans, all attempts shall be made to identify the perpetrator. In no case shall the District assume responsibility or be held liable for such acts.

SUBCONTRACTING: It is understood, agreed upon, and made a part hereof and shall be part of the contract entered into between the Board of Education and the successful bidder that the contract shall not be assigned nor assignable, by way of subcontract or otherwise, without prior written approval of the Board of Education, which approval shall not be unreasonably withheld or delayed.

It shall be the responsibility of the Driver to assure that the safety of students is not jeopardized during boarding and disembarking. The bus/van shall remain stationary until all students have safely crossed the street.

Drivers shall report complaints by students or parent regarding other students to the school principal or

designee promptly. Nothing herein shall prevent a driver from taking necessary precautions for any action by a student, which could cause bodily harm or damage to other students or property.

Flashing red signal lights clearly visible shall be used and be in operation whenever students are boarding or disembarking the stopped vehicle.

Contractor is required to conduct "dry runs" of all routes prior to the start of the school year in sufficient time to make driver recommended changes, i.e. improvements prior to the start of school. A listing of the dry run dates and route number shall be provided to the Superintendent of Schools or Designee in charge of transportation prior to the start of the school year.

All student loading shall be "right side" in order to minimize students crossing streets to the maximum extent possible.

To the extent possible, the same drivers shall be assigned to both the AM. and P.M. routes. Regular drivers shall not be allowed to perform athletic and field trips if it interferes with their regular A.M. and/or P.M. schedule.

Routes shall be developed in conjunction with District requirements and provided to the Superintendent of Schools or Designee by June 15 annually, except for any late registrations. Finalized routes shall be provided to the Superintendent of Schools prior to the end of August 1st each year for release of school transportation information to parents and to the general public. The routes shall include an alphabetized listing of students and the routes which they assigned to, route stops with the names of students assigned to that stop, student names, addresses and telephone numbers, along with bus number, route number, route live miles and route live hours shall also be included. Routes shall be updated and distributed as necessary.

Due to the frequent changes to special education placements, students, etc., the Contractor is expected to be able to accommodate route changes on short notice; within a minimum of 48 hours. Such changes shall be authorized by the District Transportation Manager or Designee in charge of transportation.

Should the only student on any shared route withdraw or be reassigned to another school, the route shall be terminated and the cost associated with that route shall also be immediately eliminated.
Special Education students shall only be dropped off at their home of residence or • assigned bus stop. In the case of Preschool and Kindergarten students and students with serious medical or learning disabilities shall only be dropped off at home when a parent or supervisory person is present, unless the parent requests other arrangements. If no one is available at the school or home, assistance shall be sought from the Superintendent of Schools and/or School Principal , or Designee . In no instance is the student to be left off alone and unattended.

ARTICLE X – DISPATCHING and SAFETY

CONTRACTOR shall provide a Manager to manage the District's transportation operations. Either the Manager and/or Dispatcher, or both, must be available at all times drivers are arriving, departing, or on the road for regular school bus operations. The Manager shall oversee vehicle maintenance and shall be responsible for maintaining clean and safe working conditions within the facility and all vehicles. The Manager shall promote and maintain a positive work environment for all staff. The Manager shall be available for all questions and

inquiries on routes prior to the start of the school year (by August 1st). Other than in an emergency situation, the Manager may not be assigned to drive a bus run.

Communications Responsibility: This individual shall always be available by telephone when schools are in session and/or buses are on the road for transportation of District's students. The Manager shall always be able to communicate with each driver by radio when the buses are in use. The Manager shall be the CONTRACTOR's primary point of contact with the school administration, parents, and community members and should have significant experience with these communications. Access to the District School Messenger system will be provided to the Manager to facilitate direct contact with student families for school start bus assignments and day-to-day route notifications as required to provide high quality service to students and families.

Driver Responsibility: The Manager shall manage employee recruiting, retention, and discipline, and shall monitor the training and development of all employees. In addition, the Manager shall ensure compliance with company safety policies and all applicable federal motor vehicle and Connecticut DOT requirements. The Manager shall assist the School administration in any investigation or report relating to any complaint against any driver, or other employee of the transportation company serving the School.

CONTRACTOR will designate a Safety/Training Coordinator with whom the Business Manager may consult related to any matters or issues of safety, driver performance, student behavior and trip routing, which may arise during the duration of the agreement.

CONTRACTOR shall provide, with its bid documents, a copy of its fleet safety program/policy. Said document will be evaluated against the BOARD's policy for maintenance and safety and ongoing program for driver training. The Contractor shall be responsible for conducting School Bus Safety Drills and School- Based Demonstrations as required by State Law and DOT regulation at no cost to the District. Scheduled times shall be coordinated with the District Transportation Manager or Designee in charge of transportation. The Contractor may be required, at no cost to the District, to provide a bus for up to 10 days annually for school based safety and Bus evacuation training. This provision shall also apply to STV vans.

## ARTICLE XI – VEHICLE ROUTES AND SCHEDULES

The establishment of routes and bus stops is the responsibility of the CONTRACTOR. CONTRACTOR agrees to review and prepare the routes, minimizing mileage traveled and fuel consumption, by August 1st of each year. The BOARD will provide input, oversight, and ultimately approve the final routes. The BOARD encourages input from the CONTRACTOR on route changes that will increase safety and/or efficiency. The CONTRACTOR will thoroughly field test all bus routes prior to the opening of school to verify any discrepancies, to familiarize the drivers with unfamiliar routes, and to follow all components of the BOARD Transportation policy.

The CONTRACTOR shall be required to use a comprehensive computerized/automated routing system. The CONTRACTOR must establish and maintain the database with web-based accessibility to the school administrative team. The CONTRACTOR will make available a school bus tracking app that parents and staff may utilize to determine the location of a bus and bus arrival times.

Because of late enrollments, routes and loads will be flexible during the first few weeks of school. Only the Superintendent or Business Manager will authorize route changes. If emergency conditions require a temporary change in routes, the Business Manager shall be notified.

Should the District decide to reconfigure its grade structure or relocate students from their current school(s), any resulting increase or decrease in the number of vehicles required shall be based on the per day per vehicle cost in effect at that time.

Only the District reserves the right to rearrange, reassign, or adjust routes and schedules when it is in the interest of the District to do so, at no additional cost to the District. All changes in routes are to be made and authorized by the designated District administrator.

The successful bidder must have a local telephone connection through which the designated school administrators may make quick contact with the owner or his agent from 6:00 a.m. to 4:30 p.m. on days when schools are in operation. In addition, an emergency telephone number must be provided for emergency communication on other days or at other times. The owner or his agent must be willing to appear for conferences with the Board of Education, Superintendent, or his designee, as necessary and when requested.

The Contractor shall provide written reports of bus counts showing the number of riders on each bus and each round trip and these are to be supplied when requested. These reports are to be compiled by the Contractor and turned into the Superintendent or designee in charge of transportation within two days of the request.

The Bidder/Contractor agrees to work with the District relative to minimizing the number of vehicles required to provide safe and efficient transportation services.

Prior to the opening of school, the Contractor shall meet with the individual school principals to determine safe student loading and unloading areas and procedures.

The District shall evaluate the Contractor's performance. The evaluation shall include, but not limited to, past performance, problems and problem resolutions and needed improvements, which after consultation with the Contractor shall be implemented.

The East Haddam School District is exempt from Federal Excise Tax and Connecticut Sales Tax. Tax certificates are available upon request.

A copy of the route the bus is serving and the students' names and addresses on the routes will always be carried in the vehicle. Drivers and substitutes are expected to be thoroughly familiar with routes prior to the opening of school.

CONTRACTOR shall pick up and return children as designated by the established schedules. In the event an established route cannot be completed, another vehicle shall be sent to complete the route, or the children shall be returned to their respective schools. The driver will radio the dispatcher immediately who will notify the appropriate school office.

If inclement weather forces the cancellation or postponement of school, the CONTRACTOR shall be notified no later than 5:30 am. In the event of early closing, the CONTRACTOR shall be notified as soon as possible. The administration has sole responsibility for altering bus schedules or canceling bus service for any given day. While

routes, school times, and school calendars are set and not generally subject to change, CONTRACTOR must be willing and able to react to emergencies.

Routes and schedules are to be compatible with class schedules which shall be determined solely by the District, in cooperation with the successful bidder, i.e. Contractor

Required, as part of this Agreement is the utilization of buses and drivers for evacuation drills as required by Connecticut General Statutes.

**NOTE: The District reserves the right to obtain assistance from other than the Contractor relative to a review of routing and scheduling and oversight, management and the number of buses required to provide safe and efficient transportation services. Such assistance shall be at the sole cost to the District. Any changes required by the District throughout the life of the contract, shall be without penalty.**

Routing shall conform to District policy for student time on vehicles but shall maximize student loading in order to minimize the number of buses/vans required. It is stipulated that each vehicle shall carry the maximum number of students possible in order to minimize the number of vehicle routes and vehicles required to provide safe and efficient school transportation services.

ARTICLE XII - PAYMENTS

The BOARD agrees to pay the CONTRACTOR on a monthly basis. Such monthly payments will be based upon the per day vehicle cost times the number of student transportation days required during the month. Payment will be made only for actual routes and tiers performed.

The BOARD may withhold payment when it is determined that said performance does not meet the specified requirements. Payments will not be made until all work performed is to the satisfaction of both the East Haddam Superintendent and Business Manager. Satisfaction will be based on safety, reliability, and the ability to drop off and pick up students at schools as scheduled.

Athletic/Field/Other trips by vehicles for school purposes shall be paid on a job-by-job basis as set forth in CONTRACTOR'S Bid.

It is specifically understood that no other payments shall be made to the CONTRACTOR who shall furnish all the drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required including spare buses and drivers, the contact person, staff and other services necessary for the proper performance of the Contractor's duties, including office equipment or electricity, at CONTRACTOR'S office.

ARTICLE XIII - FAILURE TO PROVIDE SERVICE

The contract shall provide that if, at any time during the term of the contract, the CONTRACTOR, in the opinion of the BOARD, has (a) failed to provide the level of services required under the contract; (b) failed to fulfill services required in accordance with agreed schedules; (c) 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 in the contract; or (i)

fails to comply with any other term or condition contained in the contract, the BOARD shall have the right to terminate the contract.

In the event of CONTRACTOR'S failure or inability, for any reason, to perform its obligations under this Contract for a period of five (5) days, the BOARD shall have the right at its own discretion, to terminate this contract by providing the CONTRACTOR with written notice of such termination. Such notice shall be given in writing by the Superintendent.

CONTRACTOR shall not be liable for failure to perform any provision, term, or condition of this contract, either wholly or in part, which failure is caused by a civil commotion, Act of God, or other causes beyond the control of said CONTRACTOR, provided BOARD shall not be liable to the CONTRACTOR for any corresponding payments under this Agreement. Furthermore, the BOARD shall have the right to make alternative transportation arrangements.

In the event a strike or other occurrence causes an interruption of the Contractor's services for more than twenty-four (24) hours, the BOARD shall have the right to secure such other transportation as may be necessary and charge the incremental cost of such transportation to the Contractor.

In the event of any unforeseen emergency arising during the term or extended term of this contract, which may cause undue hardship to either party, both the BOARD and CONTRACTOR shall meet to discuss such emergency and resolve any problems created by such emergency. During any period of non-performance, there shall be an adjustment of payments.

CONTRACTOR agrees to pay all reasonable costs, charges, fees, and expenses incurred by the BOARD in any legal proceedings of controversy arising from a breach of this contract by the CONTRACTOR.

There shall be no substitution of buses without permission of the Superintendent of Schools or Designee in charge of transportation for the duration of the contract period, except in the case of emergency breakdown, and then only for a period not to exceed one week. All substitute buses shall be subject to all contract requirements and shall plainly identifiable with bus number being replaced.

The Contractor shall not alter any bus stop or change the direction of any route without prior written approval of the District Transportation Manager or Designee in charge of transportation. The School Resource Officer (Safety Official) shall be responsible to determine the safety any bus pick-up or drop-off locations.

ARTICLE XIV - MISCELLANEOUS

If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the CONTRACTOR and BOARD. If any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this agreement shall continue in force for the duration of this Agreement.

This bid document, signed Appendix A (rate sheet), B, C, D, and E constitute the full and complete agreement of the parties and may be amended at any time by mutual agreement of the parties hereto in writing.

The CONTRACTOR may not assign or delegate the performance of the requirements of this Agreement without the express written consent of the BOARD.

The CONTRACTOR shall not be held or deemed in any way to be an employee of the BOARD. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

The bid and subsequent contract shall in all respects be governed by and construed in accordance with the laws of the State of Connecticut.

The bidder will provide three references for Connecticut School Districts it serves. Please include names and contact phone numbers. The BOARD reserves the right to contact other districts to determine service level history of the CONTRACTOR.

It shall be the responsibility of the Bidders to satisfy themselves prior to the submission of the bid that the conditions of the specifications can be met, and standards can be maintained by a personal investigation of areas to be served, school opening and closing hours, numbers and lengths of bus runs and amounts of equipment needed. For this reason, the Bidders may not at any time after the submission of Bids, claim that there was any misunderstanding as to the amount and nature of the service to be rendered.

Questions pertaining to the Bid Documents and any request for clarification or interpretation of the Bid Documents may be made at the mandatory pre-bid conference on November 21, 2025 at 11:00 a.m. in the Central Office of East Haddam Public Schools, 1 Plains Road, Moodus, CT or must be made in writing to the Business Manager no less than fifteen (15) calendar days prior to the bid opening. Questions or requests received after this time will not be considered.

Questions should be addressed to Christine Bourne, Business Manager, at
christine.bourne@easthaddamschools.org.

Replies to questions, interpretations and any corrections or changes to Bid Documents will be made in writing and shall constitute an Addendum to the Bid Documents. Such Addendum will be sent to all parties receiving bid packages at least three (3) days prior to the bid opening. Responses to questions, interpretations, and clarifications made orally or in a manner, not complying with the above procedure shall not be made a part of the Bid Documents, and the Bidder shall not rely upon them.

The BOARD reserves the right to reject any and all Bids in whole or in part. The BOARD shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interest of the BOARD. 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 provisions are for illustrative purposes and shall in no way limit the right of the BOARD to reject any and all Bids.

Bidders shall submit with their Bid a statement of proof of financial responsibility. This is to include, if available, certified financial statements for the last fiscal year, and, if requested, such other reports of

financial responsibility as are deemed necessary by the BOARD.

The BOARD will evaluate every written Bid submitted and reserves the right to be the sole judge as to which Bid (if any) meets the needs of the School and whether the Bid was responsive to this Request for Proposals. During the Term, the BOARD reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and cost of any enhancements offered by the bidder to the BOARD.

If the contract is awarded, it will be not necessarily be awarded based solely on price. In determining the contract award, the following criteria will be considered, as applicable:

- Guarantees/demonstrated commitment to meet primary objective of on-time delivery of students to schools and events, including substitute staffing levels to accomplish this goal.
- The ability and capacity of the Bidder to perform the work based on an evaluation of the integrity, reputation, and experience of the Bidder. Consideration shall be given to previous work performed by the Bidder for the BOARD, including the responsiveness/flexibility to meet special education program changes or additions plus overall quality and degree of satisfaction with the work performed.
- The financial resources of the Bidder and the Bidder's ability to secure any required bonds and/or insurance.
- Demonstrated prior results or capabilities of achieving routing efficiencies where post-award route optimization with reduced fleet size or operating costs occurred, especially in relation to changed bell schedules
- Cost

The successful bidder will give preference of employment to residents of the Town of East Haddam to perform the services contemplated by the Bid, including, but not limited to, bus drivers.

APPENDIX A
Mandatory Bid Pricing Schedule
East Haddam Public Schools

July 1, 2026 through June 30, 2031

| Vehicle (equipment type)/use | 7/1/26 to 6/30/27 | 7/1/27 to 6/30/28 | 7/1/28 to 6/30/29 | 7/1/29 to 6/30/30 | 7/1/30 to 6/30/31 |
|---|---|---|---|---|---|
| **Regular education 71/77 passenger Type I school bus PER DAY** | | | | | |
| **Regular and special education in-district 16/20 passenger Type II school bus PER DAY** | | | | | |
| **Extended school year service 71/77 passenger Type I school bus PER DAY** | | | | | |
| **Extended school year service 16/20 passenger Type II school bus PER DAY** | | | | | |
| **Mid-day runs Type I and II PER DAY** | | | | | |
| **In-district STV 6 to 9 passenger PER DAY** | | | | | |
| **Out-of-district STV 6 to 9 passenger PER DAY** | | | | | |
| **Athletic/field trips, out-of-town school days and weekends PER HOUR** | | | | | |
| **Athletic/field trips, out-of-town minimum charge** | | | | | |

Wheel Chair Buses
Passenger Vans

Monitors: Special Education _____/Hour
Pre-K _____/Hour

_____

Signature and Date

_____

Printed Name and Title

_____

Company Name

APPENDIX B

The East Haddam BOARD of Education is an Equal Opportunity Employer.

The East Haddam BOARD of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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 Signature

_____

Printed Name and Title

_____

Company

_____

Street Address

_____

City/State

APPENDIX C

East Haddam BOARD of Education
TAX AFFIDAVIT

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The undersigned, being duly sworn, deposes and says:

1. I am over the age of 18 and believe in the obligations of an oath.

2. I, on my own behalf or on behalf of my company, am submitting a bid, quotation or proposal to the East Haddam BOARD of Education.

3. I understand that the submission of this affidavit is required by the East Haddam BOARD of Education in connection with my bid, quotation or proposal and that the East Haddam Board of Education may consider the information contained in this affidavit in making the contract award.

4. I have performed an investigation to determine whether I or my company (as applicable) owes any delinquent state, local or federal tax.

5. Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) owe to the following governmental units(s) the following delinquent tax(es):

Describe nature of each delinquent tax, approximate amount of and governmental unit to which delinquent tax is owed. If no delinquent tax is owed, insert the words "Not Applicable."

_____

_____

_____
Signature and Date

_____
Printed Name and Title

_____
Company Name

APPENDIX D

East Haddam BOARD of Education
CERTIFICATE OF NON-COLLUSION

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The undersigned certifies under the penalties of perjury that this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____

Signature and Date

_____

Printed Name and Title

_____

Company Name

APPENDIX E

East Haddam BOARD of Education

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned_____ _____ as Principal, and _____ as Surety are held and firmly bound unto the Town of East Haddam hereinafter called the "Owner", in the penal sum of $ Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated for BID NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within ninety (90) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue. Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond. IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____day of , 20__, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body. No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND/OR ALTERED.

Individual Principal _____

Business Address _____

Attest: _____

By: _____

Corporate Principal _____ _____

Business Address By: _____

Affix Corporate Seal

Attest: _____ Corporate Surety _____

Business Address By:

Affix Corporate Seal

Countersigned by _____

*Attorney-in-fact, State of_____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.