
ITB ADDENDUM #1
Date of Addendum: 4/30/26

NOTICE TO ALL POTENTIAL RESPONDENTS

The Invitation to Bid (ITB) is modified as set forth in this Addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline remains the same and is not changed by this Addendum.

1.0 – ITB

Item	Section	Description of Change
1.1	Insurance and Bonding	Delete entire section and replace with Appendix 1: Insurance and Indemnification and Appendix 2: Bonding -included at end of this addendum.

2.0 – QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the Invitation to Bid. To the extent that changes to the ITB are required based on the questions received, the ITB has been modified as noted above in the ITB section of this Addendum.

Item	Questions and Answers
2.1	<u>Question:</u> Does the Issuing Agency anticipate considering proposals from qualified transportation brokers that manage a vetted network of multiple subordinate transportation providers, provided the broker assumes full contractual liability, ensures strict compliance with all service level agreements (SLAs), and maintains centralized oversight of all operational performance metrics? <u>Answer:</u> Killingly Public Schools' preference is to contract directly with transportation providers. Currently, we are not seeking proposals from brokerage models or entities managing networks of subcontracted providers.

Item	
2.2	<u>Question:</u> Regarding the scope of award, does the Issuing Agency retain the authority to accept bids for specific routes, geographic zones, or service categories (partial awards), or is it mandatory that proposals cover the entirety of the contracted runs as a single, comprehensive package? <u>Answer:</u> While Killingly Public Schools intends to award a single provider, it reserves the right, at its sole discretion, to make multiple awards or to award by route, zone, or service category if it is in the best interest of the district.
Item	
2.3	<u>Question:</u> Will the Issuing Agency accept alternative insurance limits consisting of \$6,000,000 in General Liability coverage and \$1,000,000 in Automobile Liability coverage, provided these limits meet or exceed statutory requirements and are backed by carriers with an A.M. Best rating of A- or better? Context: We request confirmation that these specific coverage limits satisfy the Agency's risk management standards and are compliant with any applicable state regulations governing student or specialized transportation services. <u>Answer:</u> Please see Item 1.1 of this Addendum for changes to insurance requirements for BID #2026-001.

3.0 -- ADDITIONAL INFORMATION

Item	
3.1	Appendix 1: Insurance and Indemnification and Appendix 2: Bonding-to-replace Insurance and Bonding section of original ITB.

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**Invitation to Bid: Killingly Public Schools Special Education Transportation
BID #2026-001**

Appendix 1: Insurance and Indemnification

1. Insurance

A. Evidence of Insurance – Provision, Renewal, and Approval

- The Contractor will provide the Board, prior to contract execution, and annually thereafter before July 1st, and will replace such insurance twenty (20) days prior to renewal, at its own cost and expense, Evidence of Insurance satisfactory to the Board, issued by sureties/insurers licensed in the State of Connecticut.
- All certificates must be approved by the Board and shall be delivered prior to commencement of services.

B. Additional Insured

- All insurance certificates must provide that the Killingly Board of Education, Killingly Public Schools, the Town of Killingly, and their respective agents and employees are named as "Additional Insureds."

C. Notice of Cancellation or Change

- The Board shall receive 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 required insurance policies.

D. Minimum Acceptable Ratings

- Insurance policies must be issued by a company with an AM Best Rating of A-VII or better, licensed in Connecticut, and acceptable to the Board.

E. Types and Limits of Insurance

1. **Workers' Compensation and Employer's Liability Insurance:** Statutory requirements; Employer's Liability limit of \$1,000,000/\$1,000,000/\$1,000,000.
2. **General Liability Insurance:** Bodily Injury, Personal Injury, Independent Contractors, Contractual Liability, and Property Damage with minimum required limits of \$10,000,000 per occurrence/\$10,000,000 general aggregate.
3. **Automobile Liability Insurance:** Bodily Injury, Property Damage, and Contractual Liability with combined single limit of not less than \$10,000,000 combined single accident, covering owned, non-owned and hired automobiles.
4. **Sexual Misconduct and Corporal Punishment Insurance:** Limits of at least \$5,000,000 per occurrence, with additional insured status as stated above; coverage may be a separate policy or an endorsement to General Liability. If endorsed, General Liability policy must clearly state that the Auto exclusion does not apply.

5. **Contractor Coverage:** All Contractor coverage shall be primary and non-contributory.

F. Right to Disapprove Insurance

- If at any time insurance policies or insurers are unsatisfactory to the Board, Contractor must obtain a new policy/insurer, submit a certificate of insurance for approval.

G. Board's Right to Terminate

- Failure to maintain required insurance or to provide insurance certificates allows the Board to terminate the contract.

H. Waiver of Subrogation

- The Contractor and its insurers shall waive all rights of subrogation against Killingly Board of Education, Killingly Public Schools, Town of Killingly, and their respective officers, agents, servants, and employees for losses arising from work performed under the Contract.

2. Indemnification

A. Indemnity Requirement

- To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Killingly Board of Education, Killingly Public Schools, and Town of Killingly and their respective officers, employees, and agents from any and all loss, liability, damage, penalty, expense, or fee (including attorney's fees) or other costs or obligations arising from or relating to (i) the Contractor's breach of contract; (ii) any negligence or willful misconduct by the Contractor or its officers, employees, and agents; and (iii) any action or event arising out of or related in any way to this Contract.
- The Board shall have the right to participate in the defense of any such claim, through counsel of their choosing. This indemnity is not affected by other contract provisions and shall survive the contract termination. (Contract, Section 7)

3. Other Related Provisions

A. Damage to Board/Town Property

- The Contractor is responsible for damages/disfigurement of any Board buildings, equipment, driveways, or property. Contractor must make repairs at its own expense promptly after such damage.

**Invitation to Bid: Killingly Public Schools Special Education Transportation
BID #2026-001**

Appendix 2: Bonding

1. Performance Bond

A. The Contractor shall furnish, upon request, to the Board, a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the Board, assuring the faithful performance of the Contract. The Bond shall be equal to 100% of each year's estimated Contract price, as reviewed and agreed upon by the Board. The Contractor must send such Performance Bond to the Board prior to commencement of each school year, unless such requirement is waived by the Board in writing. Each such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed and authorized to do business in the State of Connecticut.

B. Failure to deliver the Performance Bond upon request shall be considered a default under this Contract.

C. Should the Contract price for any year increase during the year, the Board may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year.

END OF ADDENDUM