

REQUEST FOR PROPOSALS FOR STUDENT TRANSPORTATION

NOTICE TO PROPOSERS

PROPOSAL #2018-100

RELEASE: DECEMBER 21, 2018

Regional School District No. 8, Andover Board of Education, Hebron Board of Education and Marlborough Board of Education (individually, a "District" or "Board" and collectively, the "Districts" or "Boards") of Connecticut hereby invite the submission of sealed proposals from qualified bus transportation companies for furnishing student transportation services to Regional School District No. 8, Andover, Hebron, and Marlborough Public Schools beginning July 1, 2019. Forms for proposal, certification, conditions, specifications, and any addenda may be obtained on each District's website: Regional School District No. 8's website is <http://www.rhamschools.org>; Andover Board of Education's website is <https://www.andoverelementaryct.org>; Hebron Board of Education's website is <https://www.hebron.k12.ct.us>; Marlborough Board of Education's website is <https://www.marlborough.k12.ct.us>.

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. Proposals will be received until **10:00 AM on Tuesday, January 22, 2019** at c/o Regional School District No. 8, Central Office, 85 Wall Street, Hebron, Connecticut 06248, at which time and place all proposals will be publicly opened and the names of the proposers shall be read aloud. Interested Proposers are required to attend a **mandatory pre-proposal conference which will be held on Tuesday, January 8, 2019 at 10:00 AM** at RHAM High School, Principal Meeting Room. All Districts will have a representative at that conference.

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remain firm until the Proposer provides written notice to each District's Superintendent that the proposal has been withdrawn.

The Districts reserve 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 Districts reserve the right to waive technical defects in proposals, to reject any or all proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a proposal or part of a proposal, that in their judgment will be in the best interest of the Districts even if such proposal is not the low cost proposal. The Districts also reserve the right to discuss the scope of services and specifications with one or more Proposers and to make such modifications as the Districts in their sole discretion, deem to be in the Districts' best interest.

The contract period will be for a five (5) year term, beginning July 1, 2019. The Districts are requesting proposals for the provision of a range of student transportation services including but not limited to: home-to-school (public, technical and vo-ag); identified special education; summer (extended school year) transportation; and extra-curricular, including field and sports trips (excluding certain services).

Proposer shall be required to furnish, at its expense, a proposal bond or certified check in the amount of two percent (2%) of the Proposer's proposed price for the first year of the Contract. A performance bond in the amount of one hundred percent (100%) of the estimated annual contract price is being requested as an alternate. However, proof of the ability to obtain a performance bond must be submitted with the proposal.

Regional School District No. 8,
Andover Board of Education,
Hebron Board of Education and
Marlborough Board of Education

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all provisions of this document.
2. Provide all information requested, including but not limited to the “Form of Proposal”, attached hereto as Appendix F. Be sure to sign in all required places, and initial each page where indicated. It is the Districts’ desire to award the contract for transportation service to one vendor, therefore preference will be given to the best comprehensive proposal that meets the Districts’ 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 Districts.
3. Submit five (5) 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 that apply to all Districts and any Proposal that does not provide Pricing Pages that apply to all Districts 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 Districts and will not be returned to the Proposer.
4. All interested Proposers are required to attend a **MANDATORY pre-proposal conference on Tuesday, January 8, 2019 at 10:00 AM** in the Principal’s Meeting Room at RHAM High School Main Office, 85 Wall Street, Hebron, CT 06248. All Districts will have a representative at that conference. In the event the Districts cancel the conference due to weather and road conditions, a notice of cancellation will be posted on all Districts’ websites of the cancellation and the revised conference date.
5. Proposals must be presented in a sealed, opaque box and addressed as follows:

**Regional School District No. 8
Andover Board of Education
Hebron Board of Education
Marlborough Board of Education
c/o Regional School District No. 8
Central Office
85 Wall Street
Hebron, CT 06248**

School Transportation Proposal #2018-100 – 10:00 AM, Tuesday, January 22, 2019

6. 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 each District’s Superintendent that the Proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of two percent (2%) of Proposer’s proposed price for the first year of the contract. Checks will be made payable to Regional School District No. 8, Andover Board of Education, Hebron Board of Education and Marlborough 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.

8. Proposals will be received until 10:00 AM, Tuesday, January 22, 2019, c/o Regional School District No. 8, Central Office, 85 Wall Street, Hebron, Connecticut 06248 at which time and place all Proposals will be publicly opened and the names of the Proposers shall be read aloud.
9. Proposers are encouraged to 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 Districts will reject any late submissions, and is not responsible for notifying the Proposer of any missing elements of the Proposal.
10. *Proposers are also encouraged to include additional information about their services or company that will assist the Districts in the review of Proposals and awarding of contracts.*

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REQUEST FOR PROPOSALS

1. BACKGROUND AND GENERAL CONDITIONS

1.1 BACKGROUND

Regional School District No. 8 is a public school district located within the State of Connecticut in Tolland County, within the town of Hebron. Regional School District No. 8, services students in grade 7-12 in and for the towns of Andover, Hebron, and Marlborough.

The towns of Andover, Hebron and Marlborough, established the regional district back in 1957 in an effort to pool resources to provide quality education as well as, extracurricular activities for students attending grades seven through twelve. As of October 1, 2018, Regional School District No. 8 has an enrollment of 1,514.

The towns of Andover, Hebron, and Marlborough each have a pre-k-6 elementary school. Each of these schools is considered a separate district and has its own Board of Education.

As per legislation, each District is responsible for the transportation of students to and from school. Currently, the three local boards of education have contracts with two different transportation vendors to provide these services. Each District works with their respective transportation contractor to develop routes that work in conjunction with its policies, school calendars and square mile footprint to establish safe and efficient routes. Regional School District No. 8 shares the buses that are currently contracted with the individual boards of education for the transportation needs of the secondary student population. The needs of the special education sector require specialized transportation services for both “in-district” and “out-of-district”.

The Boards wish to retain the services of one transportation contractor to assist all four Districts (Andover, Hebron, Marlborough and RSD 8) with their transportation services. There will be one contract for the Districts with the day-to-day administration of services regulated by each District for such District.

1.2 These Proposal Documents shall be incorporated into and made a part of the Contract awarded by the Regional School District No. 8, Andover Board of Education, Hebron Board of Education and Marlborough Board of Education.

1.3 DEFINITIONS

- “Addenda” - written instruments issued by the Districts, or its agent, prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- “Proposal” or “Proposals” - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Proposal Documents. Throughout this document, “Proposal” or “Proposals” will be interchangeable.

“Proposer”	- any individual, company, or corporation or other entity submitting its Proposal, and qualified consistent with the Proposal Documents.
“Proposal Documents”	- Includes the “Notice to Proposers”, “Instructions to Proposers”, “Request for Proposals”, “Schedule 1- Form of Contract for Transportation Services” and all appendices and schedules attached hereto, including “Addenda” issued prior to receipt of Proposals.
“Contract”	- an agreement duly executed by the Districts and the Contractor to provide the transportation services described in the Proposal Documents. There will be only one Contract with all of the Boards and the Contractor.
“Contractor”	- the Successful Proposer that executes the Contract with the Districts.
“Deadhead”	- Mileage or time to and from the bus lots that is not considered part of the bus routes or trips for time or mileage payments.
“District’s Town Boundaries”	- For Andover Board of Education, the Town of Andover; for the Hebron Board of Education, the Town of Hebron; for the Marlborough Board of Education, the Town of Marlborough; and for Regional School District No. 8, the Towns of Andover, Hebron and Marlborough.
“Form of Proposal”	- The Form of Proposal, attached hereto as Appendix F.
“He/she/it, him/her/it”	- When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her and it.
“in-district”	- Within a District’s Town Boundaries.
“out of district”	- Outside of a District’s Town Boundaries.
“Pricing Pages”	- the pages from the Form of Proposal that contain pricing information and which will constitute the Contract prices.
“School Day”	- definition of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student in the P.M. Specific “live hours” for the purposes of the Contract, and payment, are described herein.

“School District” or “District” or “Board”	- shall mean each of Andover Board of Education, Hebron Board of Education and Marlborough Board of Education and Regional School District No. 8, Connecticut, individually.
“School Districts” or “Districts” or “Boards”	- shall mean all of the Andover Board of Education, Hebron Board of Education and Marlborough Board of Education and Regional School District No. 8.
“School Year”	- The number of days for which transportation will be required will be governed by the actual school calendar as adopted by each Board including the calendars of all other schools for which the Districts are responsible for furnishing transportation. The School Year may vary based on each Board’s schedule. Each 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.
“Specification”	- 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.
“Successful Proposer”	- any Proposer to whom the Contract is awarded to by the Districts.

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of proposal opening is given in the Notice to Proposers. All Proposals must be submitted by this time and date. In the event Regional School District No. 8 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 Districts, the Districts may extend the date to receive Proposals. If the Districts make this determination, a notice will be posted on all Districts’ website of the new later date and time of the proposal opening.

- 2.1.2 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.

- 2.1.3 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.* Proposers must provide Pricing Pages that apply to all Districts and any Proposal that does not provide Pricing Pages that apply to all Districts shall be deemed to be nonresponsive. Electronic submission of the Form of

Proposal is not acceptable. The Districts reserve the right to interpret figures where lack of clarity of submission requires such action.

- 2.1.4 Except where specifically noted otherwise, all requested alternates must have a Proposal submitted.
- 2.1.5 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 Boards.

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 Districts before he/she submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the Districts, her/his Proposal will be interpreted by the Districts and any such interpretation shall be binding on the Proposer.

- 2.1.6 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 Districts.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the District 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 Districts under these Proposal Documents, information on these firms must be provided.

- 2.1.7 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. Upon request of the Districts, a Proposer who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the Districts to discuss their Proposal, or to address such other issues as deemed important by the Districts.

- 2.1.8 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 complex school transportation program in compliance with the applicable laws, rules and regulations of the State of Connecticut. In lieu of organizational experience, staff experience must be demonstrated. The Proposer, by submitting a Proposal, hereby authorizes the Districts, 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 Regional School District No. 8, Andover Board of Education, Hebron Board of Education and Marlborough Board of Education, the Town of Andover, the Town of Hebron and the Town of Marlborough as additional insureds, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) (not agent), 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 should the Boards decide to accept the Performance Bond Alternate (Section 5.1). The requirements of the Performance Bond are described in Section 5.1 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 Districts selects the Performance Bond alternate. A determination of the selection of the Performance Bond rests solely with the Districts 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.

2.1.9 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. For each district listed in compliance with Section 2.1.8(a) above, 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 Districts are 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 Districts' 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 Districts reserve 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 Districts' 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 Districts with a detailed understanding of responsibilities and accountability relative to the Districts' transportation program.

The current employees of the existing contractors working in the Districts 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.

- 2.1.10 All information required in the Proposal Documents must be complete and submitted to constitute an acceptable and responsive Proposal.
- 2.1.11 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.
- 2.1.12 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.
- 2.1.13 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Districts are exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 2.1.14 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 Regional School District No. 8. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having its Proposal received by Regional School District No. 8 on time at the place specified.

RIGHT TO ACCEPT / REJECT: AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE DISTRICTS RESERVE 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 THEIR JUDGMENT WILL BE IN THE BEST INTEREST OF THE DISTRICTS EVEN IF SUCH PROPOSAL IS NOT THE LOW COST PROPOSAL.

THE DISTRICTS ALSO RESERVE THE RIGHT TO INTERVIEW AND NEGOTIATE WITH ONE OR MORE PROPOSERS AFTER THE PROPOSALS ARE OPENED.

2.1.15 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 Districts and that the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.

2.1.16 All Proposals must be sealed and must be submitted in a plain opaque box. All Proposals must be addressed to c/o Regional School District No. 8. The Proposal label must be clearly marked "Proposal #2018-100 Student Transportation Proposal". Also the date and time of the proposal opening as indicated on the Notice to Proposers must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Proposals will become the property of the Districts and will not be returned.

2.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 The Proposer shall submit a completed Non-Collusive Proposal Certification attached as Appendix G to these Proposal Documents.

2.2.2 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 Districts and the public generally. The Districts may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract, and the Proposer shall furnish the Districts with all such information for this purpose as the Districts may request. **If, in the sole opinion of the Districts, the Proposer is not properly qualified or responsible to perform any obligations of the proposed Contract, the Districts reserves the right to reject its Proposal.**

The Districts reserve the right to investigate all references, Proposers' current contracts and qualifications statements made by the Proposer. Upon investigation and evaluation, the Districts 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 Districts.

- a) Proposer must 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 must 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) A detailed description of the Proposer's driver recruitment program, including specific efforts that will be used to recruit qualified personnel in Andover, Hebron, and Marlborough must be provided.
- d) Proposer must include a brief resume summarizing the experience and qualifications of the manager, the dispatcher and the on-site supervisor/lead driver for each 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 a 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 each Board as well as each of the other managers 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 each District. 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 Andover, Hebron, Marlborough lots.

- e) The Proposer should 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 Districts requires that the average age of the vehicles serving the Districts not exceed six and one-half (6.5) years of age at any time during the Contract, that the maximum age for any vehicles performing services under this Contract (excluding spares) is eight (8) years of age, and any spare vehicles shall not exceed ten (10) years of age.
- g) 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.

- h) Information identifying any pending, threatened and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the Proposer must be provided with the Proposal. If the Proposer deems such legal actions not to be material, and consistent with the normal course of business, a statement to this effect must be submitted by an authorized representative of the Proposer. The Districts reserve the right to request additional information about any pending legal actions, whether disclosed in this submittal or not.
- i) 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 Districts 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.
- j) 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.

2.2.3 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 Districts 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 Proposer and his/her operations.

Pursuant to Section 2.1.6, 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.

The purpose here 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 Districts may have the financial data analyzed by an independent auditor or such other financial advisor as determined by the Districts. If

the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this Contract, the Districts have the right to reject the Proposal.

Proposers shall complete the Financial Information Compliance form attached as Appendix E to these Proposal Documents and return it with their Proposal.

- 2.2.4 Proposer will be required to furnish, at its expense, a proposal bond or certified check in the amount of two percent (2%) of the Proposer's proposed price for the first year of the Contract. The surety company issuing the proposal bond must be rated as a "secure" carrier in the current edition of A.M. Best's Insurance Guide.

The Proposal Bond or certified check will name each of Regional School District No. 8, Andover Board of Education, Hebron Board of Education and Marlborough Board of Education as a guarantee that the Contract will be signed and delivered by the Successful Proposer, and in default thereof, the amount of such check or proposal bond shall be retained by the Boards as liquidated damages on account of such default.

- 2.2.5 Enclosed with the Proposal the Proposer must include a letter from an insurance broker stating that the insurance requirements specified in this document will be met or exceeded.

- 2.2.6 The Proposer shall include information in the Proposal about the process that will be utilized to provide Manager and Dispatcher coverage for athletic and field trips that occur after 5:00 pm or on non-school days.

- 2.2.7 The Proposer shall provide specific information on the person(s) that will provide safety and driver training to the staff under the proposed Contract.

- 2.2.8 As a part of the submission required with this Proposal, the Proposer shall submit to the School Districts a copy of its dress code applicable to drivers and aides.

- 2.2.9 Proposers are required to provide with their Proposal, in the form of Appendix B, attached hereto, the vehicle identification number (if known), make/model, year, student seating capacity, and fuel type of each vehicle proposed to be utilized during the initial year of the Contract indicating which vehicles will serve each District. 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.

- 2.2.10 The Proposer will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet for providing the transportation services to the Town of Hebron and the Regional School District No. 8 (as to students in the Town of Hebron). The Proposer must obtain a facility or lot in the Town of Hebron. 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 site(s) must be submitted. The Districts reserve the right to inspect the facility prior to the award of a Contract, and periodically during the term of the Contract. The Proposer shall use the Andover Board of Education and Marlborough Board of

Education bus lots for the transportation to be provided to the applicable Board, as described in Section 12 of the Form of Contract.

2.3 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 all of the Districts: Regional School District No. 8, Ms. Eva Gallupe, Business Manager, 85 Wall Street, Hebron, Connecticut 06248, or eva.gallupe@rhamschools.org, Andover Board of Education, Dr. Sally Doyen, Superintendent, 35 School Road, Andover, Connecticut 06232, or doyens@andoverelementaryct.org, Hebron Board of Education, Mr. Timothy M. Van Tassel, Superintendent, 580 Gilead Street, Hebron, Connecticut 06248 or TVanTassel@hebron.k12.ct.us and Marlborough Board of Education, Dr. David Sklarz, Superintendent, 25 School Drive, Marlborough, Connecticut 06447 or dsklarz@marlborough.k12.ct.us, not later than seven (7) calendar days prior to the date fixed for the opening of Proposals. Notice of any and all interpretations and any supplemental instructions prepared by the Districts will be published as addenda on each District's website. Any interpretations and addenda shall be completed and issued by all Districts. 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 Districts' websites and to receive all materials, data and addenda associated with this Request for Proposal.

3. AWARD

3.1 AWARD PERIOD

The Districts will endeavor to make an award within ninety (90) days after the date of the proposal opening, and all Proposals shall remain firm during that time period. The Districts further reserve the right to make awards following this initial ninety (90) day period to any Proposer who has not provided written notice to each District's Superintendent that its Proposal has been withdrawn.

The Districts will evaluate every written Proposal submitted and reserves to themselves the right to be the sole judges of which Proposal best meets the needs of the Districts. Prior to the award of the Contract and during the course of the Contract, the Districts reserve the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer to the Districts. As stated herein, the Districts encourage 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.

3.2 TRANSPORTATION PROGRAM

3.2.1 The Contract will be awarded for a period of five (5) years, commencing 7/1/19 and terminating 6/30/24. The Contract will include public, technical, and vo-ag schools home-to-school transportation including late buses, identified special education transportation, summer (extended school year) transportation, and extra-curricular services including field and sports trips using school buses. (Note: Andover summer transportation is excluded from the Contract).

The program described herein covers various aspects of the transportation program operated by the Districts. A description of current contracted services is included in Appendix “A”.

- 3.2.2 The Contract will be awarded based upon a review by the Districts of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. Given the nature of the services, the Districts reserve the right to award certain ancillary or specialized services (Special Education runs; field and sports trips) to multiple contractors.

At the present time (2018-2019), the current contractors provide the following vehicles:

Quantity	Description – Andover Public Schools
5	Type I (71 passenger – transit style)
0	Wheelchair vehicles with 2 stations – air conditioned
0	7 Passenger vans – air conditioned

Quantity	Description – Hebron Public Schools
14	Type I (71 passenger – transit style)
0	Wheelchair vehicles with 2 stations – air conditioned
3	7 Passenger vans – air conditioned

Quantity	Description – Marlborough Public Schools
9	Type I (71 passenger – transit style)
0	Wheelchair vehicles with 2 stations – air conditioned
1	7 Passenger vans – air conditioned

Quantity	Description – Regional School District No. 8
25	Type I (71 passenger – transit style)
0	Wheelchair vehicles with 2 stations – air conditioned
16	7 Passenger vans – air conditioned

The number of vehicles may be changed throughout the course of the Contract.

Home-to-School (Public, Technical and Vo-Ag), Special Education and Summer Transportation

The Districts are 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 District using the vehicle in consultation with the Contractor. Should the District using the vehicle and Contractor disagree on the bus to be utilized, the final decision rests solely with the District.

For home-to-school transportation, the pricing system used in the Contract is based upon the length of day the specific vehicle is in use on behalf of each District. The daily usage shall be determined based upon the scheduled run length as determined by each District where the bus is in direct service to such District. *The daily usage shall be based upon “live” run times which are defined throughout this specification as from the point of pick-up to the point of drop-off.* Run times do not include any time for deadhead to or from the Contractor’s bus lot located within the applicable town.

Driving time (“live time”) for runs outside of a District’s Town Boundaries will be calculated in the same manner as home-to-school transportation with the exception that if a Contractor utilizes a facility outside of a District’s Town Boundaries, and the bus returns to the Contractor’s facility in

less time than it would take to return to the District's Town Boundaries, the run time will be adjusted to the actual time back to the Contractor's terminal. Compensated times will be determined by each District based upon trial runs.

Times between schools during an AM or PM run package shall be considered live time and shall become part of the scheduled day for payment purposes. All run times shall be determined by each District. The total time for the day shall determine the pricing level for that bus (4 hours, 5 hours, or 6 hours based upon the rates submitted). Run times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex. 4 hours and 10 minutes would be paid for 4.25 hours while 4 hours and 35 minutes would be rounded to 4.5 hours). Quarter hour rates would be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate which would then be added to lower hourly rate. For example, to calculate the rate for 4.25 hours, the 4-hour rate would be subtracted from the 5-hour rate with the resulting difference divided by 4 and then added to the four-hour rate. (If the 4-hour rate is \$200, and the 5-hour rate is \$240, the difference is \$40 which would be divided by 4 to arrive at \$10 which would make the rate for a 4.25-hour bus to be \$210.) Times in excess of the 6 hours per day rate would be based upon the Excess Hourly Rate charge as shown on the Pricing Pages.

Whenever necessary, compensated times will be determined by each District based upon trial runs and/or computer designed schedules. Once the runs are established at the beginning of the school year, unless there are material changes in route length (15 minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to run times and payments will be determined by each District.

During the term of the Contract, each District 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 Form of Proposal. The determination as to length of day for billing purposes shall be made by each District based upon a computerized or actual route time evaluation, plus applicable pre-trip and deadhead times.

Mid-day and Late runs would be based upon a one-hour guarantee unless the mid-day or late runs for a Board are operated contiguous to regular school runs for that Board. "Contiguous" is defined as within 30 minutes of a scheduled run. Time between the end of the regular run, and beginning of a contiguous mid-day or late run, would be considered compensated time. If a mid-day or late run is operated under the contiguous time definition, the length of the run will be added to the AM and PM run times to determine a total length of day for billing. Mid-day or Late runs that are operated later than the 30-minute contiguous time definition shall begin at the scheduled pick-up time at the school building, and shall end upon the discharge of the last student. The Contractor shall maintain sufficient documentation to support the time-based billing issued to each District. The Districts reserve the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the Districts. Prior to the initiation of any run, each District will notify the Contractor of the time allocation and approved payment basis for the run.

Shuttle runs would be guaranteed one hour unless the shuttle for a Board begins or ends contiguous to a daily route for that Board. "Contiguous" for the purposes of this definition would be considered 30 minutes or less. For example, a shuttle that begins at 1:15 and ends at 2:30, and then transitions into a PM route that begins at 2:45 and ends at 4:00 would be considered one PM route with a run length of 2 hours and 45 minutes.

For billing purposes, any run times that are in excess of 6 hours per day will be billed at the Excess Hourly Rate as shown in the Pricing Pages in the Contractor's Form of Proposal. This excess hourly rate is based upon route times, and shall be billed in 15-minute intervals, rounded to the nearest quarter-hour. This excess time shall be established by each District in similar fashion to the run lengths determined for the base length of day.

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

The Districts currently operate buses for late runs on a varying schedule depending on the school building. Details on the current late runs are included in Appendix "A".

Field and Sports Trips

The Districts are requesting pricing for Field and Sports trips based upon a rate per hour and a rate per mile (for trips out of a District's Town Boundaries only). For field or sports trips that are considered "in-district", within a District's Town Boundaries, the Districts will guarantee one (1) hour of billing at the driving time rate with the exception of "drop and pick" trips which has its own pricing as detailed herein. For field or sports trips that are "out-of-district", outside of a District's Town Boundaries, there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Contractor's Form of Proposal. Mileage and billable time will be based from "point-of-pick-up" to "point of drop-off", and does not include any deadhead mileage (or time).

Drop and pick runs are only to be done at the specific request of the District. Additionally, driving time shall be based upon the scheduled time for departure in the District to return to the Contractor's terminal unless said terminal is located outside of the District's Town Boundaries. If the terminal is outside of the District's Town Boundaries, the time shall be calculated back to the original point of pick-up as calculated by the Districts. For the "pick-up" portion of the trip, the time shall be from the Contractor's terminal if it is located within the District's Town Boundaries, to the pick-up point and back to the student delivery point in the Districts. If the terminal is outside of the District's Town Boundaries, the pick-up run shall begin from the scheduled delivery point in the Districts. For "drop and pick" runs, the driving time paid shall be total driving time for both sections of the run with the total driving time being at least one hour of driving time. Any tolls incurred in performing a "drop and pick" run will be reimbursed to the Contractor.

For ease of invoicing for both the Contractor and the Districts, the Districts reserve the right to meet with the Contractor to establish fixed prices for trips to defined locations both inside and outside of each District's Town Boundaries. These prices will be based on the driving times and mileage rates (out-of-district only) required in these Proposal Documents but will become "set" prices for the defined locations based upon a one-hour guarantee for in-district trips and a two-hour guarantee for out-of-district trips.

Field trip pricing will be differentiated based upon the time of day. Prices are being requested for trips that occur during the school day (between AM and PM routes), and for trips that occur before AM runs or after the PM runs or on non-school hours.

3.2.3 Each Board's current schools and bell times are detailed in Appendix A.

3.3 PROPOSAL SUBMISSIONS:

3.3.1 Once the Districts receive Proposals, the Districts 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 Districts' needs, the Districts may meet with one or more Proposers to discuss their Proposals. Any changes 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.

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

4. AWARD OF CONTRACT

4.1 Each Proposal will be received with the understanding that its acceptance, in writing, by each of the Districts, approved by their respective Boards of Education, to furnish any or all of the items described shall constitute the terms of a Contract between the successful Proposer and the Districts. The Boards will present the final Contract to the Successful Proposer/Contractor, in the form attached hereto as Schedule 1, and these Proposal Documents, along with any agreed upon modifications made pursuant to Section 3.3.1, shall be incorporated into and made a part of the Contract.

4.2 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.

4.3 These Specifications are intended to provide for school bus services for the transportation of students for the Districts for the period of July 1, 2019 through June 30, 2024. 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 routing schedules used in the 2018-2019 school year which are on file with each District and available upon request.

4.4 The successful Proposer shall submit a Transition Plan to the Districts within ten (10) calendar days after being notified that it will be awarded the Contract. Such Transition Plan must be approved by the Districts. It must include, at a minimum: hiring of personnel; securing vehicles; installation of fuel tank(s) if required; routing software capabilities; and the procedures and time line(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. While the Districts will provide whatever assistance they can, 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.

- 4.5 The Proposer shall use the Andover Board of Education and Marlborough Board of Education bus lots for the transportation to be provided to the applicable Board, as described in Section 12 of the Form of Contract. The Proposer must obtain a facility or lot in the Town of Hebron.
- 4.6 The successful Proposer must execute the Contract in the form attached as Schedule 1. 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.** The Contract may contain such other further additional provisions that the Boards deems necessary. The Contract shall be subject to the approval of all of the Superintendent of Schools and all of the Boards of Education. 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 proposal bond.

5. ALTERNATES

The School Districts have determined certain options that it would like to consider in reviewing the Proposals submitted by the Contractor. These options or alternates to the Proposal will be reviewed and their acceptance or rejection by the Districts will be solely at the discretion of the Districts. It is important to note that if the Contractor fails to submit a response to one or more of the Alternates requested, the Districts may reject the Contractor's Proposal. If accepted by the Boards, such alternate or alternates will become part of the Contract. If any of these alternates are selected, provisions relating to the selected alternates will be added to the Contract.

5.1 PERFORMANCE BOND

The Contractor shall furnish the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract price to guarantee the faithful performance of the Contract. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Boards, 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 each District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to each District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the Districts. **Proof of bondability must be submitted with the Proposal.**

A determination on the acceptance of the Performance Bond, ultimately rests solely with the Districts 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.

5.2 GLOBAL POSITIONING SYSTEM (GPS)

The Districts are interested in receiving a cost from the Proposer for the installation and operation of a GPS system to be provided by the Proposer, and which would provide each District with access to the GPS data at each District's offices. The Proposer shall provide a detailed narrative on the

system, and collateral materials which describe the system, provider, and features. On the Form of Proposal, the Proposer shall provide the annual cost per bus for the installation and operation of this feature. If there are multiple operating options available (i.e. cellular; radio; etc.) the Proposer may submit alternate pricing for each operating method. The determination on the implementation of a GPS system rests solely with the Districts.

5.3 Digital Camera System

The Districts are interested in receiving a cost from the Proposer for the installation and operation of a digital camera system with a minimum of two camera lens. 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 the necessary viewing equipment and/or software, at no cost to the Districts. Camera output must be retained for a minimum of thirty business days or such longer periods reasonably designated by each District. The Proposer shall include in its Proposal details on the digital camera system that would be utilized.

On the Form of Proposal, under Additional School Bus Equipment Pricing, the Proposer will provide the cost per bus per year for installation and operation of this feature. The Districts reserve that right to designate some or all of its respective fleet to contain this feature. If there are multiple operating options available, the Proposer may submit alternate pricing for each operating method.

5.4 Child Restraints

The Districts are interested in receiving a cost from the Proposer for the installation of (a) lap restraints for all seats on a bus and (b) restraints for pre-school aged riders in the first three rows. The Proposer shall include all applicable data on the restraints including any safety concerns for students riding the bus that may not be utilizing the restraints.

On the Form of Proposal, under Additional School Bus Equipment Pricing, the Proposer will provide the cost per bus per year for installation of (a) lap restraints for all seats and (b) restraints for pre-school aged riders in the first three rows. The Districts reserve the right to designate some or all of its respective fleet to contain this feature.

5.5 Snow Chains

The Districts are interested in receiving a cost from the Proposer for the installation and utilization of snow chains on all Type I and Type II vehicles being proposed.

On the Form of Proposal, under Additional School Bus Equipment Pricing, the Proposer will provide the total cost per year for this service. The Districts reserve the right to designate some or all of its respective fleet to contain this feature.

5.6 Child Check System

The Districts are interested in receiving a cost from the Proposer for the installation and utilization of a “child check system” on all Type I vehicles being proposed.

On the Form of Proposal, under Additional School Bus Equipment Pricing, the Proposer will provide the total cost per bus per year to have this system on a vehicle. The Districts reserve the right to designate some or all of its respective fleet to contain this feature.

5.7 Routing Software Capabilities

The Districts are interested in receiving a cost from the Proposer for the utilization of routing software in creating routes for each of the Districts.

The Districts are asking for a routing software package to facilitate optimal vehicle usage. The routing software must be compatible with the GPS software, if such option is selected by the Districts. The routing software would be provided to each District with a license for each District's 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.

On the Form of Proposal, under Additional Pricing, the Proposer will provide the total cost per year per District to have this routing software available to a District. Each District reserves the right to separately choose whether or not such District will accept this alternate.

SCHEDULE I

FORM OF CONTRACT FOR TRANSPORTATION SERVICES

CONTRACT FOR TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES (“Contract”) is made as of this ___ day of _____, 2019, by and among the REGIONAL SCHOOL DISTRICT NO. 8 (the “Regional School District No. 8”), ANDOVER BOARD OF EDUCATION (the “Andover Board of Education”), the HEBRON BOARD OF EDUCATION (the “Hebron Board of Education”) and the MARLBOROUGH BOARD OF EDUCATION (the “Marlborough Board of Education”) (each, a “Board” or “District” and collectively, the “Boards” or the “Districts”), and _____ (the “Contractor”).

WITNESSETH

WHEREAS, the Boards wish to provide transportation services for students for whom the Boards provide transportation services for a period of five (5) years; and

WHEREAS, the Boards accepted proposal for the provision of transportation services and awarded the Contract to Contractor on _____, 2019; and

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

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

1. TERM

The term of the Contract shall be for a five (5) year period beginning July 1, 2019 and ending with the 2023-2024 school year (not later than June 30, 2024). The Contract may be extended upon agreement of all of the parties.

2. DEFINITIONS

[Applicable definitions shall be added from Section 1.3 in the Request for Proposals.]

3. SCOPE OF WORK

- A. Prior to the beginning of each school year, the Boards shall provide to the Contractor a list of all required vehicles and list of students for each Board. The vehicles and students shall be specific to each Board and may only be changed during the school year by such Board. 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 Board as to its respective vehicles, students, routes and runs. As to approvals related to routing information, each Board shall approve its own routing information. Further, the Contractor shall only charge the Boards in accordance with this information and each Board is only responsible for paying for its designated vehicles and designated services. Unless specifically agreed to in advance in writing by a Board, no Board shall be responsible for another Board’s payments. Any disputes in payments shall be solely between the affected Board and the Contractor and shall not involve the other Boards. The vehicles for each

Board shall be parked in each Board's lot (as described in Section 12 herein) and shall only be fueled with the fuel provided by such Board, with the exception of the Regional School District No. 8 designated vehicles which shall be parked in the lots designated by the Regional School District No. 8 and fueled with the fuel from the applicable lot. As to the rules to be applied on the vehicles, the rules of the Board for which the vehicles are designated shall apply.

Whenever the Contractor is required to get the approval or consent of the Districts, it must get the approval or consent from each District, unless the matter only relates to a specific District, then it only needs to obtain such District's consent.

The Contractor understands and agrees that each District is only responsible for itself and its own obligations under this Contract, is not responsible for any other Districts or any other Districts' obligations under this Contract and can only act for itself under this Contract. Should the Contractor have any claims against a District, it shall only bring such claims against such District, and agrees it shall not bring claims that only relate to a specific District against any other Districts.

- B. The Contractor shall provide school bus services for the transportation of students for the Districts (collectively, the "Districts"), for the period 7/1/2019 through 6/30/2024.

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

The Contractor agrees that it will transport to and from each of Regional School District No. 8 public schools, Andover Public Schools, Hebron Public Schools and Marlborough Public Schools, and other institutions as designated by each Board such persons as may be designated by each Board, and at such days, times and hours as designated by each Board, and will make such stops and travel along such routes as are designated by each Board. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all students to and from Regional School District No. 8 public schools, Andover Public Schools, Hebron Public Schools and Marlborough Public Schools and other designated institutions.

The specifics of the Transportation Program are attached to this Contract as Exhibit A.

[Note: Exhibit A shall be the provisions contained in Section 3.2 of the Proposal Documents.]

4. GUARANTEES BY THE CONTRACTOR

- 4.1 A District may at any time during the Contract term, by a written order of such District, require the performance of such extra work, reduce the amount of work, or changes in the work as it may find necessary or desirable. Each District 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 price per vehicle/per day described in the Contractor's Pricing Pages from its Proposal and any reduction in vehicles shall reduce the amount the District pays per vehicle/per day described in the Contractor's Pricing Pages from its Proposal attributable

to the vehicle(s) that will no longer be needed. A Board shall not be liable for any extra work or increased compensation unless authorized in advance by such Board's written order.

- 4.2 All material, services, and workmanship shall be subject to inspection, examination and test by each District. 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 each District.

Each District 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 designated Districts' Offices no later than 30 days prior to the initiation of each Contract year.

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 Districts.

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 School Districts' 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 each District.
- 4.3.10 That in the performance of the Contract, Contractor is an independent contractor, the Districts 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 the any of the Districts, unless otherwise specifically designated by the District. Each District may employ aides 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.

5. PAYMENTS

- 5.1 The acceptance by the Contractor of the last payment of the Contract term shall be and hereby is a release of each District 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 Districts and others relating to or arising out of the obligations under the Contract.
- 5.2 Payments of any claim shall not preclude the Districts from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications of the Contract.
- 5.3 Each District may withhold from the Contractor so much of the payment due from such District it as may in the judgment of such District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. Each District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.
- 5.4 The Contract shall be contingent upon appropriation by the Towns of funds sufficient to meet each District's operating costs, as budgeted by each Board for each fiscal year. If the sufficient funds as deemed necessary by each Board are not received, or if anticipated revenues of a Board from Federal and State sources are reduced, the Districts reserve the right to cancel the Contract(s) upon fifteen (15) calendar days' written notice without further liability to the Contractor(s).
- 5.5 Payments for services rendered to a Board under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice to such Board. Each District and Contractor shall meet prior to the commencement of services to develop an invoice form and supporting detail to meet the needs of each District, including a requirement for multiple copies of

the invoices. At a minimum, the invoice for each Board shall include details on the number of vehicles utilized, by vehicle category, on a daily basis for such Board. Payments shall be made monthly on the basis of services already rendered. A District may agree with the Contractor prior to the start of each school year to pay in ten (10) equal monthly installments (from September to June) for regular daily transportation services. If the invoice is received by a Board on the fifth business day of a given month, payment will be tendered within 30 days of receipt of invoice. 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 Districts.

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 Exhibit B 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 District 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 any District.

No later than the last payment each school year, 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 yearly cost as to each District. 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 affected District 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 each District on a route by route basis, and shall submit such records upon request by a District for its records for audit in support of each of such District's monthly invoices.

6. EACH DISTRICT REPRESENTATIVE

The Superintendent or his/her designee from a Board will represent such Board in all matters pertaining to the performance of this Contract. Each Board representative only acts as to their respective Board, unless otherwise explicitly set forth in this Contract.

7. INDEMNIFICATION

The Contractor agrees to defend, hold harmless and indemnify Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, and the Town of Marlborough, and any of their respective officials, officers, agents, servants or employees from any lawsuit, action, proceeding, liability, judgment, claim, demand, expense or fee (including attorney's fees) or other costs or obligations which may arise out of:

- (a) any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under the Contract, except for such injury or damage wherein it is finally determined that Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, or the Town of

Marlborough 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 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 any or all of Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, or the Town of Marlborough 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 may be brought against any or all of Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, or the Town of Marlborough, 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 Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, or the Town of Marlborough, or any of their respective officials, officers, agents, servants, or employees arising out of any such claim or demand. The Districts 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 Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, or the Town of Marlborough, 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.

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 Districts' 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) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the Districts' discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

An additional insured endorsement is required. The Districts, at their sole discretion, may accept endorsement CA 20 48 2/99 instead. Either endorsement must name Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, and the Town of Marlborough and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the Districts.

- b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, and the Town of Marlborough and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.
- c) \$15,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.
- d) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut Law with a limit of \$1,000,000 each accident or disease per employee with a \$1,000,000 disease policy limit. A waiver of subrogation in favor of Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, and the Town of Marlborough and any of their respective public officials, agents and employees must be included.
- e) Unemployment Insurance coverage is required covering all Contractor's employees consistent with the requirements of Connecticut law.

f) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Regional School District No. 8, Andover Board of Education, Hebron Board of Education, Marlborough Board of Education, the Town of Andover, the Town of Hebron, and the Town of Marlborough and any of their respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

8.3 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the Districts and must contain thirty (30) days prior notice to each of the Boards of cancellation or content change.

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

8.4 The limits as outlined herein are strictly minimum amounts. The Districts encourage 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 The Contractor shall deposit with each of the Districts 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 each of the Districts, no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided to such District. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Districts does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a Contract default.

8.6 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 each of the Districts. It shall further state that a similar thirty (30) days prior written notice will be given to each of the Districts 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 Districts reserve 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 Districts constitutes a material breach of the Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Districts.

8.7 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 Districts. 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.

9. BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the Contract by each District. 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 each District, and all records shall be kept for a minimum of 3 years following expiration of the Contract. The Contractor shall also allow each District's representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

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 Boards of Education polices.
- 10.2 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The Districts place 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 each of the Boards, solely in their discretion, shall have the right to remove from providing services under the Contract any manager, supervisor, dispatcher, or bus driver.

Each of the Boards reserve 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 affected Board to the Contractor. The Boards also reserve the right to directly employ certain bus aides 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 Districts; provided, however, that all such routing and parent contacts are authorized by officials of the Board as to each Board's own routing and contacts, as designated by

such Board's Superintendent of Schools or designee. Said Manager also shall be responsible for compliance by drivers with each District's transportation policies, all statistical studies and reports required by the Districts, including those items necessary for State of Connecticut purposes, and each Board's monthly reports on such Board's pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the Districts 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 Districts. The Manager shall be available by phone 2 ½ hours prior to the first AM run for emergency contacts from the Districts. 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 Districts' staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with each District until the last student for such District is off the last bus and the Dispatcher notifies the Districts 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 each District is so notified. The Contractor will also have in place a designated "hot-line" telephone number that can be utilized by the Districts' 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 all of the District's residents. Any changes made by the Contractor in response to a parent request must be consistent with the applicable District's policies and procedures. In the event that requests are made that are not consistent with established protocols, the Contractor shall then ask the applicable District's contact for assistance. The Contractor shall maintain a record of all inquiries and said record shall be available for the applicable District's review. Any resident complaints must be documented and tracked consistent with Section 17.5.4 herein.

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

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

On-site Supervisors/Lead Bus Drivers: Each District shall have assigned to it a designated on-site supervisor or lead bus driver who shall work at the bus lot of such District and serve as a liaison to the assigned District who shall be knowledgeable about that District's routes.

Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the Districts through a safety supervisor.

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 Districts. 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 Districts 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 each Board of Education policies and regulations as to transportation for such 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 Districts reserve the right to provide specialized training with the cost of said training borne by the Districts, 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 each of the Districts' Superintendents of Schools, or designee, in writing on the forms prescribed by the Districts. The Districts reserve the right to have a doctor examine anyone providing service under this Contract with the cost of such examination at such requesting District'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 each District's regulations. The Contractor will submit proof of drug testing to each of the Districts 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 each of the Districts 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 such District, 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 affected District or Districts within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of each District. No other drivers may be used unless such information is provided to the respective Boards in advance. Said list shall include the designated route/bus assignments for each driver in each District. Each list to a District shall show the specific drivers for that District's transportation, and in the event a driver shall perform services for more than one District, the information for such driver shall be given to each District.

10.10 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The Contractor shall provide attendance information to each District 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 Districts believe 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 bloodborne 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 affected District. 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. No pre-school or kindergarten children are to be released 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.

Each District 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 Districts' 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. Each District and their respective Towns have 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 regulations as to the prohibition of idling and each District's "no-idling" policy while providing services to such District (if such District has such a policy).
- 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 applicable District, 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 Districts 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 perform criminal background checks (including fingerprinting) annually and, for new personnel, prior to being assigned a route, on any driver, monitor or any personnel that will drive vehicles, who provide the student transportation services pursuant to 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 Districts. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Districts of any findings required to be reported by such law. The Contractor shall also provide the Districts with a certification of compliance with these requirements in writing.
- 10.19 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

11. VEHICLES

11.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of each District. 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 insure that the spare vehicle can respond to a vehicle need within 20 minutes. Stand-by drivers must be available to operate these vehicles.

a) Section 3.2.2 of the Request for Proposals details the current fleet being provided by the current contractor. Each District will work with the Contractor to ensure the appropriate type vehicle is being utilized for the route.

All vehicles in use for each District, must meet or exceed 2007 vehicle emissions standards. 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.

b) The Districts require that the average age of the vehicles serving each of the Districts not exceed six and one-half (6.5) years of age at any time during the Contract, that the maximum age for any vehicles performing services under this Agreement (excluding spares) is eight (8) years of age, and any spare vehicles shall not exceed ten (10) years of age. 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 2014 chassis year, at the beginning of this contract period (7/1/19) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide each of the Districts with a detailed fleet listing of the vehicles to be used for that District's transportation at the beginning of each school year stipulating that they meet this age criterion.

c) Flashing stop arms and front safety crossing control gates are required on all vehicles.

d) 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 vehicles shall be operated outside the Districts' boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

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

- e) 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. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie-downs and one over the shoulder restraint. Should legislation require child restraints for students being provided service under this Contract, it shall be the Contractor's responsibility to provide compliant restraints.
- f) Route numbers for each District shall be prominently displayed on the buses for that District, consistent with State regulations. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the Districts, 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 "Regional School District No. 8, Andover, Hebron, Marlborough Public Schools," located on both sides of the vehicles.
- g) All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- h) Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior written approval by the Superintendent of a District, only if there are spaces available on the vehicles and only in compliance with such District's policies, drivers may transport up to two (2) of their own pre-school children on such District's routes. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required for the driver's children shall be the responsibility of the Contractor. Any District giving its approval reserves the right to withdraw such approval if the driver benefit interferes with the provision of safe and effective services to the District's students or if there are no longer extra seats available on a vehicle. Such determination rests solely with the District.
- i) Each Superintendent of a District has the right to inspect and reject buses to be used in his/her District's transportation under this Contract for any reason. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- j) The Districts are very interested in exploring and participating in future pilot or grant programs addressing environmental issues and "green" technology on school buses. The Contractor agrees to assist the Districts in the application for said programs, and will cooperate to the greatest in all reasonable methods.

11.2 The Contractor shall provide to each District prior to the start of each year of the Contract, or as otherwise may be requested, in the form of Exhibit C, the vehicle identification number, year, make/model, student seating capacity, and fuel type of each vehicle to be utilized in such District during the Contract year.

11.3 Contractor must provide the Boards 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 Boards 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 Boards.

12. FACILITIES

- 12.1 The location of the Andover Board of Education bus lot is at 12 Long Hill Road, Andover. Andover Board of Education requires that the day-to-day program for the Andover Board of Education be operated from this site. The facility may only be used for services being provided to the Andover Public Schools and Regional School District No. 8 routes as to students in the Town of Andover unless the Contractor receives prior written permission from Andover Board of Education.
- 12.2 Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract for the services to the Town of Hebron and Regional School District No. 8 (as to students in the Town of Hebron). The site(s) location is _____ [to be determined based on proposal], Hebron, Connecticut. The location of the site cannot change without the prior written consent of the Hebron Board of Education. The Hebron Board of Education and Regional School District No. 8 reserves the right to inspect the terminal(s) periodically during the term of the Contract.
- 12.3 The location of the Marlborough Board of Education bus lot is at 25 School Drive, Marlborough. Marlborough Board of Education requires that the day-to-day program for the Marlborough Board of Education be operated from this site. The facility may only be used for services being provided to the Marlborough Public Schools and Regional School District No. 8 routes as to students in the Town of Marlborough unless the Contractor receives prior written permission from Marlborough Board of Education.
- 12.4 As to the lot provided by the Marlborough Board of Education, the Contractor is responsible for snow plowing of the lots and related driveways as needed. As to the lot provided by the Marlborough Board of Education, the Contractor shall be responsible for paying for electricity. As to the lots provided by the Boards, the Contractor shall be responsible for the safety of the lots.
- 12.5 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 Boards 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.
- 12.6 Contractor shall pay all motor vehicle, personal, excise, sales, use and other taxes or assessments with respect to Contractor's vehicles, equipment, personal property and business operations on the applicable lot prior to same becoming delinquent. Contractor shall register all buses being used for Andover Board of Education (and Regional School District No. 8 as to students in the Town of Andover) in the Town of Andover, for the Hebron Board of Education (and Regional School District No. 8 as to students in the Town of Hebron) in the Town of Hebron, for the Marlborough Board of Education (and Regional School District No. 8 as to students in the Town of Marlborough) in the Town of Marlborough and pay the appropriate taxes to such Town.
- 12.7 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 Towns.

13. FUEL

The Districts provision of fuel would operate under the following parameters:

- 13.1 Andover Board of Education, Hebron Board of Education and Marlborough Board of Education will furnish the Contractor, without charge, with the fuel necessary for the performance of the transportation required for that Board's specific transportation and the Regional School District No. 8 routes for students within that Board's town. The Contractor may only use the fuel for that Board's and Regional School District No. 8's transportation for students within that Board's town and is specifically prohibited from using it for any other Boards or any other transportation. The amount furnished will be limited to the amount actually used in the performance of the Contract for that specific Board's and Regional School District No. 8's transportation for students within that Board's town.

The Districts reserve the right to designate the vendor to supply the fuel. Should the Contractor receive the Districts' permission to utilize another vendor or source, the Districts will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred should the Districts' designated vendor be utilized.

- 13.2 For the purposes of the calculation of allowable miles for the allocation of fuel for each Board, the regular daily transportation Contract and the summer transportation contract will be based upon **actual route miles** as determined each District based on the live route miles for that specific Board. Deadhead mileage to and from the bus lots shall not be considered allowable miles. The field and sports trips will be based upon the miles per gallon for the size vehicle utilized, from point of departure in a District's Town Boundaries to point of return in such District's Town Boundaries.

To allow accurate fuel usage tracking, the Contractor must supply each District with mileage for each trip made as part of such District's transportation services. No District will pay for any trips where specific mileage is not provided.

- 13.3 The Contractor and each of the Districts shall meet prior to the beginning of each school year to determine the allowable route mileage and the estimated annual fuel allowance for such District. Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.
- 13.4 All fueling for Andover Board of Education routes and Regional School District No. 8 routes for students within the Town of Andover will be done at the Town of Andover fueling facility located at the Town Garage located at 12 Long Hill Road in Andover, CT. Each bus is issued a card to charge for fuel at the Town Garage. It is the responsibility of the Contractor to pump the fuel into the buses and to maintain an accounting control system for daily fuel usage. Usage reports must be submitted to the Andover Board of Education no later than the 15th of the following month the fuel was used. Said accounting control systems and related reports shall be in a format approved by the Andover Board of Education. The Andover Board of Education and the Contractor shall meet on an annual basis to discuss the reporting process.
- 13.5 All fueling for Hebron Board of Education routes and Regional School District No. 8 routes for students within the Town of Hebron will be done at the Town of Hebron fueling facility located at the Hebron Fire Department at 44 Main Street in Hebron, CT. It is the responsibility of the Contractor to pump the fuel into the buses and to maintain an accounting control system for daily fuel usage. Usage reports must be submitted to the Hebron Board of Education no later than the

15th of the following month the fuel was used. Said accounting control systems and related reports shall be in a format approved by the Hebron Board of Education. The Hebron Board of Education and the Contractor shall meet on an annual basis to discuss the reporting process.

- 13.6 All fueling for Marlborough Board of Education routes and Regional School District No. 8 routes for students within the Town of Marlborough will be done at the Town of Marlborough fueling facility located at 25 School Drive in Marlborough, CT. It is the responsibility of the Contractor to pump the fuel into the buses and to maintain an accounting control system for daily fuel usage. Usage reports must be submitted to the Marlborough Board of Education no later than the 15th of the following month the fuel was used. Said accounting control systems and related reports shall be in a format approved by the Marlborough Board of Education. The Marlborough Board of Education and the Contractor shall meet on an annual basis to discuss the reporting process.
- 13.7 In the event a District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by such District. Any State and/or Federal taxes due shall be the responsibility of the Contractor. Should Contractor procedures result in any surcharge from the harbor price, the incremental cost shall be the responsibility of the Contractor.

14. TRANSITION PLAN

The Contractor shall implement the Transition Plan that is approved by the Boards.

15. SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. Each Board, through its Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school as to such Board. 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.

16. ROUTE SCHEDULING

- 16.1 Primary responsibility for route development will rest with the Contractor with each District reserving the right to accept responsibility to develop the routes for such District. The Contractor will consult with each District as to such District's transportation in developing routes and interpreting such District's policies and regulations. Each District reserves the right to change any and all of such District's 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 Contractor, or any driver, without the prior permission of the affected District. In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the affected District shall be notified immediately.

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

Routes and schedules are to accommodate class schedules and shall be determined by each District as to such District's transportation.

A District must be notified by telephone when a bus driver is aware that there will be a delay of fifteen (15) minutes or more in the transportation of students for such District.

16.2 All 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 for a District without the prior written permission of such District's Superintendent or his/her designee. Each District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools for such District and services required by such change shall be without additional charges except as provided for in the Contract.

Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. Each District will endeavor to provide the Contractor with at least 72-hour notice prior to the initiation of said new service.

16.3 The number of days for which transportation will be required for each District will be governed by the actual school calendar as adopted by each Board including the calendars of all other schools for which a District is responsible for furnishing transportation. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as 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.

16.4 Each bus used under this Contract will display the proper Bus Number to the applicable District, consistent with State regulations as to size and location, and must be identified with signs reading "Regional School District No. 8, Andover, Hebron, Marlborough Public Schools."

16.5 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Districts.

16.6 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications for each Board. The Contractor shall also provide:

- a) Each Board's district-wide mid-day dismissals when required.
- b) Early dismissals and late arrivals as per calendars provided by each Board.
- c) Early dismissals for each Board of any and all schools for parent conferences, special events, weather or civil emergencies, etc. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor shall accommodate these early dismissals at no additional cost to the Districts.
- d) As to Regional School District No. 8, dismissal as required during January and June examination weeks in the high school.
- e) Summer transportation may be modified year to year by each District, and as required by the individual student programs. Summer transportation shall commence with the summer of 2019 and shall not include the summer of 2024.

- f) The Contractor will delay, at no additional cost to each District, the morning routes as requested and vehicles are available on any day that any of the Superintendents of Schools institute a delayed opening of school for a particular Board due to adverse conditions or any other emergency.

16.7 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by a District within three business days.

16.8 Trial Runs

On a day established by each Board within two weeks prior to the first day of service under the Contract, each regular driver for a 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. Contractor must provide written verification of this trial run process to each 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 Districts. However, each 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.

17. OPERATING MATTERS

17.1 Districts' Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of each of the Districts as set out in the present written policies and rules of each of the Districts, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by each District as to such District's transportation services. Each District's policies are available on their individual websites.

17.2 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 assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers 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.

Each District may make available to Contractor's employees additional specialized training for such District's transportation services. The District will cover the cost of said training with the exception of 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.

17.3 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. Each District shall arrange for the drills or programs for its students. Such services shall be provided at no additional cost to the Districts. All training must meet or exceed the mandates included in the policies of each District.

17.4 Emergency Closings: The Contractor will be required to consult with each Superintendent, or her/his designee(s) of each District, during times of inclement weather or other emergencies, about road conditions and the potential of closing school. Each District makes its own determination as to whether its schools will be closed. 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 a Superintendent of Schools. 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 District.

Should the Towns of Andover, Hebron, and/or Marlborough 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 affected Town.

17.5 Contractor's Monthly Reports: The Contractor shall deliver to each District its written report of operations as to such District 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. A *sample* format is included as Exhibit D. The Contractor and each District shall meet prior to the beginning of school to finalize the information to be contained on this report.

17.5.1 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a vehicle being used under this Contract, the affected District's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by Contractor in a timely fashion. Contractor must also comply with all Federal, State, and/or District regulations or policies relative to accident reporting, investigations, and reviews. Each District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

17.5.2 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 affected District's liaison, in the manner as prescribed by each District's policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the affected District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the District as to such District's students during the term of the Contract. 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 a District 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.

17.5.3 Student Counts: A student count for each District's students is required at least four times per school year. Each District will provide the Contractor with the schedule for these student counts for such District. The Contractor will provide whatever assistance is requested to assist the Districts in the compilation of this data.

17.5.4 Compliance with Section 10-221c reporting. The Contractor shall assist each District in the tracking and filing of complaint and accident information consistent with the requirements of Section 10-221c of the Connecticut General Statutes for such District.

17.5.5 Driver's Daily Reports: If required by a District's Superintendent or his/her designee, as to such District, 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 agent during business hours.

17.6 Rights to Property: As a condition of this Contract, the Contractor agrees to allow each District's administrative personnel or their authorized representative(s) on any property connected with the service provided to the Districts 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 a District.

17.7 Authorization of Students for Transportation: Only those children, adults or other person(s) authorized by a District to be transported shall be transported in the vehicles used for such District's transportation under the Contract. The Contractor shall agree to secure the prior written approval of a District 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 such District with copies of each such related contract with another school, district or individual for such transportation. Each District reserves the right to assign students from other districts to buses/routes. Each District 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 affected District and the Contractor.

17.8 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 affected District.

18. CHANGES IN BASE PROGRAM

Should changes in a District's operation require an increase or decrease in the number of vehicles needed to properly operate the program for such District, 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 the District requesting the reduction pays 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.

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

19. COMPLIANCE REQUIREMENTS

19.1 Compliance with Title IX Regulations

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

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

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

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

20. TERMINATION OF CONTRACT BY BOARDS WITHOUT DEFAULT

The Districts may terminate the Contract any time by a notice in writing from the Districts to the Contractor and such notice shall provide the date of termination. If the Contract is terminated by the Districts as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by 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 each District 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.

21. CONTRACTOR'S DEFAULT

If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Boards; (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, the Boards shall have the right to terminate the Contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies the Boards 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 Districts for costs incurred in obtaining a new contract including but not limited to costs associated with the bidding process 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 contracted for herein are unavailable for service, the Contractor shall

be considered in default and the Districts shall be free to contract with any other person or company for bus service. In addition, 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 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 Districts as soon as such information becomes known to it, and the Districts shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary interim service and shall compensate the Districts 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 Districts 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.

In all cases where the Contractor ceases service for one or more school days, the Districts 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 Districts shall so specifically state.

22. NON-PERFORMANCE DAMAGES

The Districts have included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Districts and Contractor agree that in certain circumstances, the actual amount of damages incurred by the Districts will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, each District may assess, related to the services provided to such District, damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Districts will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the affected District 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 such District's decision on whether or not a mitigating circumstance existed.

In view of the difficulty the Districts 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:

- 22.1 If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, the affected District may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of such District'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.
- 22.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the 20-minute reporting requirement, the affected District shall deduct from its monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- 22.3 This Contract envisions a quality, responsive transportation program that minimizes the Districts' involvement in the day-to-day operation of the program. Should operating problems occur which

require the involvement of one or more of the Districts, such District or Districts reserve the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, such District or Districts reserve the right to deduct \$100.00 from its monthly payment for each such occurrence.

- 22.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by a District and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$150.00 per day from such District's monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
- 22.5 The Districts require 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.
- 22.6 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 affected District, the Contractor may be assessed a \$100 per day per vehicle liquidated damages.
- 22.7 The Contractor is precluded from the use of any vehicle performing services under this Contract (excluding spares) that exceeds eight (8) years of age, or any spare vehicle that exceeds ten (10) 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.
- 22.8 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 applicable District, the District reserves the right to deduct for that portion of the run operated from monthly payments due from such District, plus assess a \$50 per occurrence liquidated damage.
- 22.9 Extra-curricular transportation is an important element of the Districts' educational program. Therefore, it is expected that the Contractor will meet a District's needs given that the District 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 affected District for the trip, a \$50 per missed trip liquidated damages deduction from any payments due to the Contractor from the affected District under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the affected District reserves the right to assess a \$50 per trip liquidated damages for the late arrival.

However, the Districts realize 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 affected District 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 a sufficient staff to meet the Districts' needs.

22.10 A reliable transportation program is important to meet the education requirements of the students and the Districts. 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 affected Districts have the right to deduct \$50 from the monthly billing for such District. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the liquidated damages will not be assessed.

Buses may be required to carry the Transportation Care Plans provided by a District for assigned students. If a bus is found not to have on-board the required Care Plan, such District reserves the right to deduct \$50 per day from its monthly billing for each day that the Plan is absent from the bus.

22.11 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 Districts 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 Districts under this Contract, in law and equity.

The Districts shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages for all Districts combined reach or exceed \$2,500 in any school year. Should the assessment level be reached, each District reserves the right to assess all accumulated liquidated damages for such District. During the term of any accumulation, each District will provide the Contractor notice of liquidated damages assessed for such District and provide the Contractor an opportunity to remedy the violating actions and/or respond to the Districts' determination.

It is expressly understood by the Contractor that the Districts, 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.

23. ACTS NOT IN CONTROL OF CONTRACTOR

The Contractor shall not be held responsible for any losses resulting in the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, 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.

24. 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 all of the Districts. 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.

25. 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.

26. OTHER CONTRACTORS

It is the Districts’ desire to award a contract to one Contractor. However, in order to meet the operating requirements of the Districts, it is understood that the Contract in no way excludes the Districts from using their own vehicles, drivers, aides, or services provided by other school districts. The Districts may also use services from other contractors in the event that the Contractor cannot meet the Districts’ needs.

27. NO WAIVER

No action or failure to act on the part of a District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which such District is entitled, nor shall such action or failure to act on the part of a District 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.

28. FREEDOM OF INFORMATION ACT

Each District is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). Each District 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 a District pursuant to FOIA.

29. GOVERNING LAW

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

30. STUDENT DATA PRIVACY

- A. Student Data. 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 each of the Boards in connection with this Contract.
- B. Definitions. 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).
- C. General Provisions.
 - 1. The parties agree that this Section controls over any inconsistent terms or conditions

contained within any other agreement entered into by the Contractor and any of the Boards concerning student data.

2. 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 Boards without the written agreement of all of the Boards.
3. All student data of a Board provided or accessed pursuant to this Contract is and remains under the control of such Board. All student data is not the property of, or under the control of, the Contractor.
4. A Board may request that the Contractor delete or destroy student data related to such Board 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 making the request 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 a Board shall be made by electronic mail to the Contractor. The Contractor will delete or destroy the requested student data within two (2) business days of receiving such a request.
5. 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.
6. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian of a Board, the Contractor agrees to refer that individual to such Board and to notify such Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the applicable 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 applicable Board's Confidentiality and Access to Education Records Policy.

D. Security and Confidentiality of Student Data. The Contractor and the Boards shall ensure that they each comply with the FERPA. 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:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Contract.
2. The Contractor shall not retain, and the Boards 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.

F. Data Breaches

1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data of a Board, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to such 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 Boards by electronic mail to:

Regional School District No. 8: _____, Email: _____

Andover Board of Education: _____, Email: _____

Hebron Board of Education; _____, Email: _____

Marlborough Board of Education: _____, Email: _____

and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

Names of student(s) whose student data was released, disclosed or acquired;

The nature and extent of the breach;

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

2. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the applicable 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.
3. The Contractor agrees to cooperate with the applicable Board with respect to investigation of the breach and to reimburse the applicable Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications required by Conn. Gen. Stat. § 10-234dd.

G. Term and Termination.

1. Upon the expiration or termination of this Contract, for any reason, Contractor shall return or, if requested by a Board, delete or destroy all student data maintained by Contractor on behalf of such Board, without retaining any copies.
2. The provisions in this Section shall remain in effect while this Contract is in effect, shall survive the termination of this Contract and shall terminate when all of the student data maintained by Contractor on behalf of the Boards is returned to each Board and/or properly and completely deleted or destroyed or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of subsection 3 below.
3. 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 applicable Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The 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.

31. 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:

To the Boards or a Board:

Regional School District No. 8
85 Wall Street
Hebron, CT 06248
Attention: Superintendent

Andover Board of Education
35 School Road
Andover, CT 06232
Attention: Superintendent

Hebron Board of Education
580 Gilead Street
Hebron, CT 06248
Attention: Superintendent

Marlborough Board of Education
25 School Drive
Marlborough, CT 06447

Attention: Superintendent

To Contractor:

Attention: _____

EXHIBITS TO BE ATTACHED TO CONTRACT

EXHIBIT A - SPECIFICS OF TRANSPORTATION PROGRAM (SECTION 3.2 OF THE PROPOSAL DOCUMENTS)

EXHIBIT B - THE FORM OF PROPOSAL COMPLETED BY THE CONTRACTOR

EXHIBIT C - THE FORM OF VEHICLE LIST (IN THE FORM OF APPENDIX B FROM THE PROPOSAL DOCUMENTS)

EXHIBIT D - FORM OF TRANSPORTATION REPORT (IN THE FORM OF APPENDIX C FROM THE PROPOSAL DOCUMENTS)

**REQUEST FOR PROPOSALS: APPENDIX “A”
PROGRAM DESCRIPTION**

REGIONAL SCHOOL DISTRICT NO. 8
ANDOVER PUBLIC SCHOOLS/HEBRON PUBLIC SCHOOLS/MARLBOROUGH
PUBLIC SCHOOLS

2017-2018 & 2018-2019 CURRENT CONTRACT PRICING*:

Vendor	District	Number of Buses	Bus Type	Fiscal Year Prices		Comments
				2017-18	2018-19	
Dattco	Andover	5	I	\$ 133.81	\$ 137.16	Price per day shared with RSD #8 (50%)
Dattco	Andover	1	I	\$ 45.00	\$ 45.00	Late Bus
Dattco	Andover	N/A	I	\$ 18.85	\$ 19.33	Per hour rates for Field trips
Dattco	Andover	N/A	I	\$ 2.11	\$ 2.17	Per mile rates for Field trips over 50 miles
Dattco	Andover	N/A	I	\$ 95.00	\$ 95.00	minimum within 50 miles
First Student	Hebron	6	I	\$ 296.16	\$ 304.99	Reduced from 7 Buses from FY 2017-18
First Student	Hebron	N/A	I	\$ 21.75	\$ 22.50	Per hour rates for Field trips
First Student	Hebron	N/A	I	\$ 2.75	\$ 2.80	Per mile rates for Field trips
Dattco	Marlborough	9	I	\$ 125.78	\$ 128.93	Price per day shared with RSD # 8 (47%)
First Student	RSD #8	N/A	I	\$ 21.75	\$ 22.50	Per hour rates for Field trips/Community/Sports
First Student	RSD #8	N/A	I	\$ 2.75	\$ 2.80	Per mile rates for Field trips/Community/Sports
Dattco	RSD #8	5	I	\$ 133.81	\$ 137.16	Price per day shared with Andover (50%)
Dattco	RSD #8	2	I	\$ 90.00	\$ 90.00	Late Bus
Dattco	RSD #8	9	I	\$ 141.84	\$ 145.38	Price per day shared with Marlborough (53%)
First Student	RSD #8	7	I	\$ 296.16	\$ 304.99	Contracted buses shared with Hebron
First Student	RSD #8	4	I	\$ 293.60	\$ 302.41	Vo-Ag & Vo-Tech
First Student	RSD #8	1	I	\$ 74.71	\$ 76.95	Late Bus
First Student	RSD #8	N/A	I	\$ 21.75	\$ 22.50	Per hour rates for Field trips/Community/Sports
First Student	RSD #8	N/A	I	\$ 2.75	\$ 2.80	Per mile rates for Field trips/Community/Sports
Vendor	District	Number of Vans				
First Student	Hebron	3				
Dattco	Marlborough	1				
Access Transport	RSD #8	8				
EastConn	RSD #8	8				

* This data is for information purposes only. The number of buses/vehicles used by any one District each year is subject to many factors and is to be determined by that District prior to the start of each school year.

School Campuses

School	Campus Location	Anticipated 2019-2020		School Day		Comments
		First Day	Last Day	Start	End	
Andover Elementary	35 School Road Andover, CT	August 28, 2019	June 11, 2020	8:30 AM	3:00 PM	Pre-K level students transportation needs required
Elmer Thienes-Mary Hall Elementary	25 School Drive Marlborough, CT	August 28, 2019	June 12, 2020	8:35 AM	3:05 PM	Students unload at 8:15 AM Early Release is 1:00 PM
Gilead Hill Elementary	580 Gilead Street Hebron, CT	August 28, 2019	June 11, 2020	8:30 AM	3:10 PM	Buses transport to both buildings since grade levels are grouped K-3 & 4-6. Likewise, Before and Aftercare is at one school and those students need to be transported to other school.
Hebron Elementary	92 Church Street Hebron, CT	August 28, 2019	June 11, 2020	8:30 AM	3:10 PM	
RHAM Middle & High	85 Wall Street Hebron, CT	August 28, 2019	June 11, 2020	7:17 AM	2:10 PM	Student Late Arrival days 1st Wednesday of every month as indicated on calendar.

Late Runs

For Regional School District No. 8

Middle School & High School Late Runs

Each of the three towns (Andover, Hebron, Marlborough) is served by one late bus each, for a total of **three late buses**. The late buses transport Middle School & High School students from RHAM to each of the three towns. The bus picks up student at the Middle School at 4:00 pm and the High School at about 4:10 pm each day. The late buses run Monday – Thursday, with the exception of early release days, for a total of 170 days.

The bus routes vary depending on the number of student riders.

For Andover Board of Education

Occasionally, once a week and 1 bus

For Hebron Board of Education

None

For Marlborough Board of Education

Two days per week for 14 weeks, 2 buses one day and 1 bus the other day

Summer School/Extended School Year Programs

For Regional School District No. 8

Extended School Year will run 7/8-7/26 8:00-12:00 (15 days) Dates vary year-to-year
Regional School District No. 8 runs an additional 3 transition days 8/18-8/22 (potentially 3 students).

Camp Q requires a bus for approximately 16 students and 6 adult riders on the bus. Camp Q runs from 7/1-7/26 8:00-3:30. This is all pending the State funds the Camp. Historically, this has been running every summer.

For Andover Board of Education

None

For Hebron Board of Education

Hebron Board of Education provides summer transportation for special education students. In the past it has ranged from 3-5 mini-busses.

For Marlborough Board of Education

Marlborough Board of Education provides summer transportation 4 days per week for 4 weeks, with one bus.

Bus Routes

Andover Public Schools

District bus routes are available on the vendor's website at:
<https://www.dattcoschoolbus.com/my-childs-route/?did=25>

Hebron Public Schools

District bus routes are available on the District website at: <https://www.hebron.k12.ct.us>.

Marlborough Public Schools

District bus routes are available on the District website at: <https://www.marlborough.k12.ct.us>.

Regional School District No. 8

District bus routes are available on the District website at: <http://www.rhamschools.org>.

REQUEST FOR PROPOSALS: APPENDIX “B”
[ALSO, EXHIBIT C IN THE FORM OF CONTRACT]

Pursuant to Section 2.2.9 in the Request for Proposals, I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Proposer’s Name: _____

Authorized Signature: _____

Vehicle Identification Number	Make/Model	Year	Seating Capacity	Fuel Type

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Proposer, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

REQUEST FOR PROPOSALS: APPENDIX "C"
[ALSO, EXHIBIT D TO THE FORM OF CONTRACT]
TRANSPORTATION REPORT

SAMPLE ONLY

MONTHLY ACTIVITY REPORT
MONTH: _____, 201__

# FULL OPERATING DAYS - YEAR-TO-DATE:				days
# FULL OPERATING DAYS REMAINING IN YEAR:				days
<u>HOME-TO-SCHOOL MILEAGE</u>	<u>CURRENT MONTH</u>	<u>YEAR-TO-DATE</u>		
Regular Runs				

Special Runs				
Late Runs				
Other:				
TOTALS:				
SAFETY AND TRAINING ACTIVITY:				

ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)				

OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)

FUEL USAGE: Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.

Date Prepared: ____ / ____ / ____

Prepared by: _____

Title: _____

REQUEST FOR PROPOSALS: Appendix D

Andover Public Schools Transportation Policies & Current Year Calendar

District policies and school calendar can be found on the District website at:

<https://www.andoverelementaryct.org>

Hebron Public Schools Transportation Policies & Current Year Calendar

District policies and school calendar can be found on the District website at:

<https://www.hebron.k12.ct.us>.

Marlborough Public Schools Transportation Policies & Current Year Calendar

District policies and school calendar can be found on the District website at:

<https://www.marlborough.k12.ct.us>.

Regional School District No. 8 Transportation Policies & Current Year Calendar

District policies and school calendar can be found on the District website at:

<http://www.rhamschools.org>.

REQUEST FOR PROPOSALS: APPENDIX E

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3. of the Proposal Documents, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the Districts' request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided. YES NO If NO, the Proposer stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

- c. Information on any bankruptcy filings has been submitted. YES NO If NO, the Proposer stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

- d. Information on any denials of Performance Bonds has been submitted. YES NO If NO, the Proposer stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

REQUEST FOR PROPOSALS: APPENDIX F
[ALSO, THE CONTRACTOR'S COMPLETED FORM WILL BE THE EXHIBIT B TO THE CONTRACT]
STUDENT TRANSPORTATION SERVICES
FORM OF PROPOSAL #2018-100
January ____, 2019

REGIONAL SCHOOL DISTRICT NO.8
ANDOVER BOARD OF EDUCATION
HEBRON BOARD OF EDUCATION
MARLBOROUGH BOARD OF EDUCATION
C/O REGIONAL SCHOOL DISTRICT NO.8
85 WALL STREET
HEBRON, CONNECTICUT 06248

HAVING CAREFULLY EXAMINED THE PROPOSAL DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (COMPANY NAME) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE PROPOSAL DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

BASE PRICE

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE REGIONAL SCHOOL DISTRICT NO. 8, ANDOVER BOARD OF EDUCATION, HEBRON BOARD OF EDUCATION AND MARLBOROUGH BOARD OF EDUCATION AS SPECIFIED:

Proposer's Initials

PRICING PAGES

HOME-TO-SCHOOL, SPECIAL EDUCATION, and SUMMER TRANSPORTATION PROPOSAL

FIVE YEAR CONTRACT (2019/2020 – 2023/2024)

(For definition of pricing categories and billing methods, see section 3.2.2 in the Request for Proposals)

HOME-TO-SCHOOL, SPECIAL EDUCATION AND SUMMER TRANSPORTATION SERVICES

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Type I – 71/72 Passenger Bus					
• Price per day for Four (4) Hours	\$	\$	\$	\$	\$
• Price per day for Five (5) Hours	\$	\$	\$	\$	\$
• Price per day for Six (6) Hours	\$	\$	\$	\$	\$
• Excess Hourly Rate	\$	\$	\$	\$	\$
• Mid-Day and Shuttles. Price per hour per bus	\$	\$	\$	\$	\$
• Late Runs. Price per hour per bus	\$	\$	\$	\$	\$
Type II – 16 Passenger Bus					
• Price per day for Four (4) Hours	\$	\$	\$	\$	\$
• Price per day for Five (5) Hours	\$	\$	\$	\$	\$
• Price per day for Six (6) Hours	\$	\$	\$	\$	\$
• Excess Hourly Rate	\$	\$	\$	\$	\$
• Mid-day and Shuttles. Price per hour per bus.	\$	\$	\$	\$	\$
• Late runs. Price per hour per bus.	\$	\$	\$	\$	\$
Type II – Wheelchair (min of 4 stations). A/C.					
• Price per day for Four (4) Hours	\$	\$	\$	\$	\$
• Price per day for Five (5) Hours	\$	\$	\$	\$	\$
• Price per day for Six (6) Hours	\$	\$	\$	\$	\$
• Excess Hourly Rate	\$	\$	\$	\$	\$
• Mid-day and Shuttles. Price per hour per bus.	\$	\$	\$	\$	\$
5-7 Passenger Vehicle					
• Price per day for Four (4) Hours	\$	\$	\$	\$	\$
• Price per day for Five (5) Hours	\$	\$	\$	\$	\$
• Price per day for Six (6) Hours	\$	\$	\$	\$	\$
• Excess Hourly Rate	\$	\$	\$	\$	\$
• Mid-day and Shuttles. Price per hour per bus.	\$	\$	\$	\$	\$

Proposer's Initials

PRICING PAGES

FIELD AND SPORTS TRIPS
FIVE YEAR CONTRACT (2019/2020 – 2023/2024)
DURING SCHOOL DAY

FIELD AND SPORTS TRIPS					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
COST PER HOUR – IN-DISTRICT (1 Hr Minimum)					
Driving Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
Waiting Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
COST PER HOUR – OUT-OF-DISTRICT TRIPS (2 Hr Minimum)					
Driving Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
Waiting Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
COST PER MILE FOR OUT-OF-DISTRICT					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
DROP AND PICK RUNS (Rate per half hour)					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$

PRICING PAGES

FIELD AND SPORTS TRIPS
FIVE YEAR CONTRACT (2019/2020 – 2023/2024)
BEFORE AM RUNS, AFTER PM RUNS, EVENINGS, WEEKENDS

FIELD AND SPORTS TRIPS					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
COST PER HOUR – IN-DISTRICT (1 Hr Minimum)					
Driving Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
Waiting Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
COST PER HOUR – OUT-OF-DISTRICT TRIPS (2 Hr Minimum)					
Driving Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
Waiting Rate					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
COST PER MILE FOR OUT-OF-DISTRICT					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$
DROP AND PICK RUNS (Rate per half hour)					
Type I Bus	\$	\$	\$	\$	\$
Type II	\$	\$	\$	\$	\$

PRICING PAGES

SUMMER TRANSPORTATION SERVICES:

The Contractor will provide the necessary summer transportation services to the Districts utilizing the per day rates shown above, discounted by the percentage as follows:

For summer of 2019, the 2019-2020 per vehicle rate will be discounted by _____ %.

For summer of 2020, the 2020-2021 per vehicle rate will be discounted by _____ %.

For summer of 2021, the 2021-2022 per vehicle rate will be discounted by _____ %.

For summer of 2022, the 2022-2023 per vehicle rate will be discounted by _____ %.

For summer of 2023, the 2023-2024 per vehicle rate will be discounted by _____ %.

ADD ALTERNATE PRICES

PERFORMANCE BOND COST (Alternate 5.1)

Annual charge to the Districts for the provision of a performance bond consistent with the requirements as set forth in Section 5.1. (Proof of bondability consistent with requirements must be submitted with the Proposal.)

Annual Charge: \$ _____ or _____ % (2019-2020)

Annual Charge: \$ _____ or _____ % (2020-2021)

Annual Charge: \$ _____ or _____ % (2021-2022)

Annual Charge: \$ _____ or _____ % (2022-2023)

Annual Charge: \$ _____ or _____ % (2023-2024)

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PROVISION OF GLOBAL POSITIONING SYSTEM (GPS) (Alternate 5.2)

Annual cost per vehicle for the Contractor’s provision of a GPS system including software, consistent with the requirements as detailed in Alternate 5.2.

- 2019-2020 \$ _____ cost per vehicle
- 2020-2021 \$ _____ cost per vehicle
- 2021-2022 \$ _____ cost per vehicle
- 2022-2023 \$ _____ cost per vehicle
- 2023-2024 \$ _____ cost per vehicle

PROVISION OF DIGITAL CAMERAS (Alternate 5.3)

Annual cost per vehicle for the Contractor’s provision of a Digital Camera system including software, consistent with the requirements as detailed in Alternate 5.3.

- 2019-2020 \$ _____ cost per vehicle
- 2020-2021 \$ _____ cost per vehicle
- 2021-2022 \$ _____ cost per vehicle
- 2022-2023 \$ _____ cost per vehicle
- 2023-2024 \$ _____ cost per vehicle

PROVISION OF CHILD RESTRAINTS (Alternate 5.4)

Annual cost per vehicle for the Contractor’s provision of a child restraints, consistent with the requirements as detailed in Alternate 5.4.

(a) All seats on bus:

- 2019-2020 \$ _____ cost per vehicle
- 2020-2021 \$ _____ cost per vehicle
- 2021-2022 \$ _____ cost per vehicle
- 2022-2023 \$ _____ cost per vehicle
- 2023-2024 \$ _____ cost per vehicle

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(b) First three rows:

2019-2020 \$ _____ cost per vehicle
2020-2021 \$ _____ cost per vehicle
2021-2022 \$ _____ cost per vehicle
2022-2023 \$ _____ cost per vehicle
2023-2024 \$ _____ cost per vehicle

PROVISION OF SNOW CHAINS (Alternate 5.5)

Annual cost for the Contractor’s provision of snow chains, consistent with the requirements as detailed in Alternate 5.5.

2019-2020 \$ _____ cost
2020-2021 \$ _____ cost
2021-2022 \$ _____ cost
2022-2023 \$ _____ cost
2023-2024 \$ _____ cost

PROVISION OF CHILD CHECK SYSTEM (Alternate 5.6)

Annual cost for the Contractor’s provision of a child check system, consistent with the requirements as detailed in Alternate 5.6.

2019-2020 \$ _____ cost
2020-2021 \$ _____ cost
2021-2022 \$ _____ cost
2022-2023 \$ _____ cost
2023-2024 \$ _____ cost

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PROVISION OF ROUTING SOFTWARE (Alternate 5.7)

Annual cost per District for the Contractor’s provision of access to routing software to such District, consistent with the requirements as detailed in Alternate 5.7.

- 2019-2020 \$ _____ cost
- 2020-2021 \$ _____ cost
- 2021-2022 \$ _____ cost
- 2022-2023 \$ _____ cost
- 2023-2024 \$ _____ cost

1. If the Proposer is a corporation, is it incorporated in Connecticut?

Yes No

If No, it must be authorized to do business in Connecticut.

2. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Documents. If this Proposal is signed by a partner, the person hereby states that the partner has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

3. The Proposer has provided transportation services to the following school districts within the last three (3) years:

Name	Address	Contact Person	Telephone
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(attach additional sheets, if necessary)

4. Pursuant to Section 2.2.9 of the Proposal Documents, vehicle list of Contractor must be included in the form of Appendix B.

5. Pursuant to Section 2.2.10 of the Proposal Documents, the following terminal(s) will be used in Performance of this Contract in the Town of Hebron:

6. These Request for Proposals require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the Districts. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the Districts have the sole discretion to determine the best Proposal to meet the needs of the Districts.

Very truly yours,

Name _____

Title _____

Company _____

Signature: _____

ALSO COMPLETE ATTACHED ACKNOWLEDGEMENT

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

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

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

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

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

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

Proposer's Initials

Sealed proposals to be opened:

AT: 10:00AM
DATE: January 22, 2019
PLACE: c/o Regional School District No. 8 – High School
85 Wall Street
Hebron, CT 06248

Information for Proposers

Legal Name of Company / Proposer: _____

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email: _____

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity: _____

Corporate Seal

Name of individual legally authorized to bind the Proposer to a contract
(Please print or type):

Signature of same individual stipulated directly above:

Date: _____

**REQUEST FOR PROPOSALS: APPENDIX G
NON-COLLUSIVE BIDDING CERTIFICATION**

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Bid: January, 2019

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or will be made by the Proposer to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b) A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Districts determine that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

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