

NORTH STONINGTON BOARD OF EDUCATION

INVITATION TO BID

January 13, 2025

The North Stonington Board of Education (The Board) is soliciting bids for student transportation services for the North Stonington Public School District (The District) for a five-year contract beginning July 1, 2025. The Board is responsible for arranging transportation for the District's students.

Sealed bids must be received by the Board not later than **11:00 AM on Friday, February 21, 2025**. Bids shall be opened and publicly read at that time. *Facsimile or email bid responses will not be accepted.* Bids are to be sent to:

Kathleen Trammell
Business Manager
North Stonington Public Schools
298 Norwich-Westerly Road
North Stonington, CT 06359
(860) 535-2800

Specifications and other information can be obtained at the above address between 9 am and 3 pm, Monday through Friday.

A mandatory pre-bid conference shall be held at 11:00 AM on Monday, January 27, 2025 at the Education Center at 298 Norwich-Westerly Road, North Stonington, CT, 06359.

Bids must be plainly marked in the lower left hand corner with TRANSPORTATION BID.

Bid security required: 10% bond, certified check or cashier's check made payable to Town of North Stonington - Board of Education. Bidders shall not include federal or state taxes for which public schools are exempt.

After the opening of bids, no bid can be withdrawn for a period of sixty (60) days.

The Board reserves the right to waive technical defects in bids; to reject any or all bids in whole or part and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of the Board and the town of North Stonington (the Town).

The Board does not discriminate on the basis of sex, race, religion or national origin.

INSTRUCTIONS TO BIDDERS

The attached proposal is signed by the bidder with full knowledge of an agreement with the general specifications, conditions and requirements of this bid.

Submit proposal in an envelope marked with the bidder's name and address on the upper left hand corner.

Bids are to be plainly marked Transportation Bid in the lower left hand corner.

Bids received later than the date and time specified shall not be considered.

Amendments to or withdrawals of bids received later than the date and time set for bid opening shall not be considered.

Services shall comply with all applicable laws, rules, regulations and policies of the federal government and/or the State of Connecticut and the Board's transportation policies.

Purchases made by the Board are exempt from the payment of federal excise taxes and the State of Connecticut sales tax and such taxes must not be included in the bid prices.

A ten percent (10%) bid bond, certified check or cashier's check must be submitted with proposal. The 10% is calculated on the value of the first year of the projected costs contained in the bid for transportation services. The bid bond shall be held until a contract is executed or all bids have been rejected.

The successful bidder shall be required to furnish a Performance Bond for one hundred percent (100%) of the value of the first year of the contract.

The Board reserves the right to waive technical defects in bids; to reject any or all bids in whole or part and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of the Board and the town of North Stonington (the Town).

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

The Board reserves the right to reject any bid if the bidder fails to satisfactorily convince the Board that it is properly qualified by experience and/or does not have the facilities to carry out the work called for herein.

Conditional bids will not be accepted.

ROUTE INSPECTIONS ARE REQUIRED. ALL EXISTING CONDITIONS ARE THE RESPONSIBILITY OF THE BIDDER. Current routes are available on the Board's website: www.northstonington.k12.ct.us.

Specifications cannot be modified by anyone other than the assigned agent for the Board represented by the Business Manager in writing.

The successful bidder shall, after being awarded the contract, and before doing any work, furnish certificates of insurance, including automobile property damage liability, public liability and worker's compensation insurance in the amounts outlined in the bid specifications. Copies of insurance certificates shall be required at the beginning of each school year. **COPIES OF THE ACTUAL INSURANCE POLICIES MUST ALSO BE INCLUDED IN THE BID PACKAGE.**

The bidder is required to complete the CONTRACTOR AFFIRMATIVE ACTION STATEMENT, appendix A, with their bid proposal package. The successful bidder shall comply in all respects with the Equal Employment Opportunity Act.

The contractor shall complete, sign, and return the BID SHEET, Appendix B.

The contractor shall complete and return the REFERENCE SHEET, Appendix C.

The contractor shall complete, sign, have notarized, and return the NON-COLLUSION STATEMENT, Appendix D.

APPENDIX A

North Stonington Public School District
298 Norwich-Westerly Road
North Stonington, CT 06359

The Board is an Equal Opportunity Employer, and will not transact business with firms that are not in compliance with all federal and state statues and executive orders pertaining to non-discrimination.

In order to have your bid considered, you are required to complete and return the following Statement of Policy with the bid package.

It is the contractor's responsibility to ensure compliance with this policy during the contract period.

STATEMENT OF POLICY

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

In addition, this firm is in full compliance with the letter and intent of the various equal employment opportunities and civil rights statutes noted above.

Date

Signed

(Name/Title of Company Officer)

Telephone

Street Address

City/State

APPENDIX B
BID SHEET
Regular/Special Education School Transportation

		Type I Bus	Type II Bus	W/C Van
Current year	2024-2025	\$340.02	\$338.96	\$340.02
Year 1	2025-2026	_____	_____	_____
Year 2	2026-2027	_____	_____	_____
Year 3	2027-2028	_____	_____	_____
Year 4	2028-2029	_____	_____	_____
Year 5	2029-2030	_____	_____	_____

Extracurricular (sports, field trips, etc.) Transportation

		Per mile	Per hr wait	Minimum
Current year	2024-2025	\$3.40	\$69.73/55.27	\$164.76
Year 1	2025-2026	_____	_____	_____
Year 2	2026-2027	_____	_____	_____
Year 3	2027-2028	_____	_____	_____
Year 4	2028-2029	_____	_____	_____
Year 5	2029-2030	_____	_____	_____

Date

Signed

(Name/Title of Company Officer)

Telephone

Street Address

City/State

APPENDIX C
REFERENCE SHEET

Company submitting bid: _____

List at least 3 Connecticut School Districts with which you currently have or have had (within the past 2 years) a student transportation contract.

APPENDIX D
NON-COLLUSION STATEMENT

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

Company Name

Signed: _____

By: _____

Name

Title

Street

City/State Zip

Date

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and Sworn to before me on this ____ day of _____, 20__.

Notary Public

Bid Requirements for Transportation Services

Section I - General Provisions

- A. The Board has high expectations for student transportation services. The highest priority of the contractor and its drivers is the safety of the individuals being transported. Below is a list of the criteria the Board expects the contractor to meet in fulfilling this agreement:
- a. To get the school aged children of the community to school safely and on time;
 - b. To provide highly skilled and courteous drivers;
 - c. To work continuously to maintain and improve an enviable safety record;
 - d. To keep vehicles in excellent mechanical condition;
 - e. To work with the school administration to improve service but not necessarily increase cost;
 - f. To understand the relationship between the quality of service and its interdependency with parent relations;
 - g. To at all times, work in an effective and professional manner;
 - h. To work with the school administration to maintain the best possible parent/community relations.
- B. The Board and the contractor agree that the contractor shall be the agent to furnish regular, vocational, technical, and agricultural, field trips (in-town and out-of-town), athletic, and in-town special education services for the District's students and other authorized persons designated by the Board. The agreement period shall be for (5) five years, beginning July 1, 2025 through June 30, 2030. The Board reserves the right to utilize its own or leased vehicles or engage another contractor for any field, athletic trip or for out-of-district special education transportation needs that occur during the course of this contract.
- C. The Board agrees to pay the contractor for requested services in transporting students on morning, mid-day, and afternoon routes according to the agreed-upon fee schedule in Appendix B.
- D. The cost of vehicles used for mid-day pre-kindergarten routes, said vehicles will also be used for morning and afternoon routes, are averaged into the agreed upon total per unit, per day cost in Appendix B. It is anticipated that basic transportation for public schools within the Town shall be for 182 days per year and for other schools 180 days per year. These requirements are subject to change.
- E. The contractor shall provide transportation services for extracurricular activities (sporting events, field trips, etc.) approved by the Board or its agents in accordance with the agreed upon fee schedule in Appendix B.
- F. Field trips within the boundaries of the Town will be billed at the agreed upon per hour wait rates in Appendix B. There will be no minimum or per mile charge.

- G. Late buses run will be billed at the agreed upon per hour wait rates on Appendix B. There will be no minimum or per mile charge.
- H. The Board reserves the right during the contract to change, alter, or amend its policies and regulations, in order that said policies may more accurately reflect circumstances which have made the policy changes necessary. At all times, the contractor shall be provided thirty (30) days written notice of any change and shall have the right to negotiate any rate increase related to any changes in policies and regulations.
- I. It is the contractor's primary responsibility to ensure that the contract and all of its terms and conditions are enforced in full.

Section II - Drivers

- A. The contractor agrees to provide properly trained and licensed drivers. All drivers shall meet all requirements of the State of Connecticut, the Department of Motor Vehicles, and any other federal, state, or local agency and shall: (1) be careful, courteous, and of good health and character; (2) have successfully passed physical standards as set forth by the State of Connecticut; and, (3) be familiar with federal, state, and local laws and regulations relating to the operation and control of school vehicles.
- B. The contractor shall perform on all drivers prior to service, a criminal record check and any drug and alcohol testing required by state or federal law, which checks and testing shall be at the contractor's expense. No driver with a felony record in any jurisdiction shall be allowed to drive any vehicle in the performance of this contract. The Board reserves the right to review all background, motor vehicle and/or criminal record checks obtained for any of the contractor's drivers utilized in the course of the agreement.
- C. Prior to the effective date of each driver's service, the contractor shall furnish to the Board personal data of each driver including: driver's name, date of service, and operator's license number.
- D. The contractor shall also provide the Board with a master list of all drivers incorporating the above personal data prior to the first day of school in each contract year and shall grant access to driver qualification files as requested. The Board will immediately be notified of any driver changes
- E. Each vehicle shall be operated by a person satisfactory to the Board, and the Board reserves the right to require the immediate replacement of any driver who, in the Board's judgement, is not fitted by temperament, personality, or other reasons to operate a bus or vehicle transporting school children.

- F. If the Board mandates the replacement, removal, and/or re-training of any driver that the Board feels to have demonstrated unsatisfactory character, appearance, and/or performance, the contractor shall comply or be found in breach of the agreement.
- G. The contractor further agrees to give first priority for drivers' positions to North Stonington residents and to train and instruct candidates as may be selected, without cost to the Board.
- H. The contractor is responsible for maintaining the records and documentation of all employment practices pertaining to the drivers driving in the District including but not limited to: recruitment, hiring, promotions, discipline, training, and termination.
- I. The contractor is responsible for creating, conducting, managing, enforcing and documenting a formal driver training program for all of the drivers driving in the District.
- J. The contractor is responsible to ensure its drivers adhere to the highest degree of courtesy and professionalism and that proper attire is to be worn by its drivers at all times.
- K. All drivers shall be trained prior to start of their service in accordance with state and federal laws and regulations. The contractor agrees to provide one safety seminar annually with attendance compulsory for all drivers. The contractor further agrees to make a school bus available at each school when requested by school principals to conduct student seminars. Upon the request of the Board, all drivers shall be given in-service training as necessary to acquaint them with the specific needs of special education children being transported and to equip them to meet those needs.
- L. The contractor is responsible for having on call a sufficient number of standby drivers in order to fully staff all vehicles in the case where regularly assigned drivers may be unavailable.
- M. Drivers are employees of the contractor which is responsible for its labor agreements with them.

Section III - Vehicles/Equipment/Facilities

- A. The contractor agrees upon the beginning of this agreement to furnish the Board nine (9) Type I diesel buses (minimum capacity 71), three (3) Type II buses/vans (minimum capacity 18), and one (1) wheelchair van completely equipped to conform to the laws of the State of Connecticut and the United States governing the operation of school vehicles for the transportation of school children. All vehicles shall be no more than ten (10) years old as of July 1, 2025, nor at any

time during the contract, and the contractor shall maintain a fleet average of five (5) years old as of July 1, 2025 and during the contract at all times. More or fewer vehicles may be required as enrollments change during any given year of the agreement. The contractor agrees to have on hand sufficient vehicles to perform this agreement. All vehicles used shall be subject to the approval of the Board which approval shall not be unreasonably withheld. The words “North Stonington Public Schools” will appear on both sides of every bus/van. The vehicles and all other signage, signals, and safety equipment will conform to the laws of the State of Connecticut. Buses and vans shall be garaged, registered, and taxed in the Town of North Stonington, State of Connecticut, at a location established by the Board. During school hours, on school days, the contractor may not use the vehicles required for the performance of this contract for any other purpose other than the requirements of this contract. The contractor, at its own expense, shall clean and maintain the area where school vehicles are garaged. Such maintenance shall include repairing the fence around such area. Upon termination of this Agreement, the fencing shall remain the property of the Town. It is the responsibility of the contractor to obtain all necessary permits from the Town in order to put in place its own office facility and to remove that facility upon contract termination.

- B. Each year of the Agreement, prior to the first day of school, the contractor shall provide the Board with a complete list of the vehicles that serve the District. The list shall include: the bus number, registration number, the trips the vehicle covers, the model year of the vehicle, mileage, and a copy of the most recent State of Connecticut inspection form for that vehicle. All vehicles are to be garaged, registered and taxed in the Town of North Stonington. If a vehicle is added, deleted, or substituted during the year, the contractor shall provide the above information to the district.
- C. All equipment provided by the contractor shall be maintained in a condition of cleanliness, good mechanical order and safety, meeting the reasonable requirements of the Board, and in a condition, which shall meet all requirements of the State of Connecticut and the Department of Motor Vehicles and all federal, state, and local agencies. Any bus or vehicle which the Board required to be equipped with special devices shall meet or exceed the minimum requirements established by the Department of Motor vehicles or any other federal or state agency.
- D. The contractor is responsible for conducting a regular inspection and maintenance program at intervals not to exceed 3,000 miles for all vehicles covered under the agreement and to maintain all records of inspections and maintenance.
- E. The Board reserves the right to review all inspection and maintenance records at any time.

- F. The Board reserves the right by its members or its duly authorized agents to inspect any and all vehicles and their operations by riding as a passenger or by any other reasonable means. The Superintendent of Schools shall be provided a key to the secured area where vehicles are garaged.
- G. The Board reserves the right to mandate the replacement, removal, and/or maintenance of any vehicle covered under the agreement if it feels it to be unsafe, hazardous, and/or defective.
- H. The contractor is responsible for any and all maintenance, service, and/or repair costs needed to any vehicle covered under the agreement.
- I. The contractor agrees that in the event a vehicle covered under the agreement is not available for use, the contractor will be responsible, at its own expense, to provide replacement vehicles meeting the same standards as the vehicle not available.
- J. The contractor agrees to furnish additional vehicles or to delete vehicles if the Board determines the need for such action. The cost of each additional vehicle will be in accordance with the negotiated rates for the type of vehicle added.
- K. The contractor agrees that all vehicles covered under the agreement will have sealed odometers.
- L. The contractor agrees to have available to the Board at all times a replacement vehicle for substitute and emergency use.
- M. All vehicles will be configured with the ability to shut off their engines and still operate their flashing lights when picking up and discharging passengers and waiting at the schools.
- N. Seatbelt installation will be in accordance with the State of Connecticut laws and regulations.
- O. All vehicles will be equipped with camera/recorders in good working order and will have signs posted "Video Surveillance in Use". The Board and its authorized personnel shall have access to tapes/data from the recorders without charge.
- P. All vehicles are required to have child check systems in place and in working order.
- Q. All vehicles will be equipped with two-way radios.
- R. The contractor agrees to operate, maintain, and repair at its own expense, all school buses and vans utilized during the term of this agreement. The contractor

also agrees to pay registration and license fees, personal property taxes, insurance, and the salaries and benefits of vehicle drivers.

- S. The contractor agrees to furnish, no later than November 1st of each year of the contract, a summary listing by vehicle, indicating the total mileage run and pupils carried daily, with a further breakdown indicating miles run, pupils carried per route to each school and other points of destination, and fuel consumption.

Section IV - Routes/Schedules

- A. The Contractor shall transport only those pupils and individuals who are designated by the Board.
- B. On or before August 1st of each year of the contract, the contractor shall furnish the Board for its approval, modifications or authorization, a schedule for the operation of the vehicles over each route as proposed. The schedule will show the time each vehicle trip is to start, the locations along the route where pupils will be received or discharged, and the time each vehicle will arrive at school. The Board reserves the right to shorten or lengthen a route at any time. The Board shall provide the Contractor with general route descriptions and information relating to the number of pupils residing along the routes. The Contractor recognizes that certain students are required to walk to and from school under the Board's transportation policy, which is subject to change.
- C. The approved schedule must be followed as specified. No change in route shall be made by the contractor unless such change is made at the request of, or with the prior permission of, the Board or its authorized representative.
- D. Under no circumstances shall any authorized passenger be picked up or dropped of at any location or time not specified in the route schedule without the prior authorization of the Board.
- E. The contractor agrees to furnish vehicles for each school day as the Superintendent or Schools may direct. Decisions regarding late openings or early dismissals will be made by the Superintendent of Schools in conjunction with the contractor's on-site supervisor and local officials. On days when schools will be opened later or closed earlier, the contractor shall have the personnel and equipment necessary to transport the students on such occasions.
- F. In the event of inclement weather or unusual highway conditions, alternate routes may be used at the discretion of the contractor without formal approval of the Board. Such alternate routes shall be used only so long as the emergency or unusual conditions exist, and it is understood that no additional compensation will be made for additional distance traveled or time spent. If an alternate route is used, the driver shall immediately inform the coordinator by radio of the change, and the coordinator shall immediately inform the Superintendent of Schools.

- G. The parties agree that: (a) no pupil may arrive at school earlier than thirty (30) minutes before the time shown on the route schedule; (b) no pupil may be required to board any vehicle more than sixty (60) minutes before the arrival time as specified for school attended; and, (c) no pupil may be required to wait more than thirty (30) minutes after the specified dismissal time before boarding his/her vehicle.

Section V - Operations

- A. The contractor and its operators shall be required to comply with the laws of the United States and the State of Connecticut and with all regulations and requirements of the State Department of Motor Vehicles and Public Utilities Commission, the procedures and policies of the Board, and the laws and regulations of any other federal, state, or local agency, whether said laws, regulations or policies are presently in force, or enacted subsequent to the date of this agreement.
- B. The contractor is responsible for maintaining Standard Operating Procedures for its drivers.
- C. Vehicles operated under this agreement are prohibited from carrying more passengers than can safely sit in the vehicle. Standees are not permitted at any time.
- D. Drivers are required to inspect each bus at the end of each run (morning, mid-day, afternoon, late bus, field trip, athletic contest) to ensure no students are left on the bus. Leaving a child on a bus is grounds for the Board to require the immediate termination of the driver.
- E. Drivers are prohibited from engaging in any activity that potentially or actually puts his/her passengers in danger.
- F. In the event of an accident or other emergency, drivers are to immediately contact their supervisor and/or emergency personnel using 911 if appropriate and available.
- G. Any accident involving vehicles or passengers shall be reported to the office of the Superintendent of Schools as soon as possible and not later than twenty-four (24) hours from the time of said accident. A detailed written report must be submitted to the Board as soon as possible and not later than five (5) weekdays after the date of such accidents.
- H. The Board delegates to the contractor the necessary authority to supervise and to control the students on the buses and vans operated pursuant to such rules as are adopted by the Board. Such authorization shall not, however, include the right to

- administer corporal punishment, nor the right to eject any student in-route or otherwise.
- I. The contractor shall be fully responsible for the supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student makes contact with the school bus or van and shall be deemed to have ended when the student has completely alighted from the bus or van at a reasonable, safe place, including crossing the street (if allowed in the route description), in view of the circumstances prevailing.
 - J. Drivers shall report promptly to the school principals the name of any pupil whose conduct is such as to endanger the driver or other riders or the operation of the vehicle. Upon receiving such information, the Board agrees to respond in the appropriate manner up to and including prohibiting the student from riding the bus. If the student is allowed to remain on the bus, after the Board has been notified of the student's poor behavior propensity, and the student's behavior subsequently causes liability or results in a claim against the contractor and/or the Board, the Board agrees that it is not entitled to any hold harmless/indemnification protection from the contractor.
 - K. The contractor or its appointed representative shall be qualified to have general and overall supervision of the vehicles operated under the contract. The contractor or its appointed representative must be available to the representative of the Board at all times during the school hours of each school day during the school year and during all hours when pupils are being transported by the contractor. The contractor shall maintain an office located within the Town, which office shall be staffed and equipped so as to effectively handle communications, correspondence, dispatching, complaints, and other problems normally related to pupil transportation. The contractor shall install, at its own expense, in the contractor's office and in each vehicle a two-way radio to enable communication between said office and drivers. The contractor shall install, at its own expense, a device in the office of the Superintendent of Schools to enable the Superintendent to monitor communications between the North Stonington office and drivers.
 - L. Complaints arising from the operations under the agreement will be first addressed by the contractor. Complaints not satisfactorily resolved by the contractor will be referred to the Superintendent of Schools for action. Documentation involving complaints will be maintained by the contractor for a period of not less than one year from the time of resolution of the complaint.
 - M. The contractor agrees to make available vehicles to be used by the schools to conduct bus evacuation drills.

- N. In the event of an emergency requiring evacuation of one or more of the District's schools, the contractor shall have enough resources on hand to provide orderly and safe transportation to a location determined by the Superintendent of Schools.
- O. The Board reserves the right to place transportation aides in any vehicle to accompany and to attend to the needs of any student designated by the Superintendent of Schools or the Director of Special Education as a special education student.
- P. The Board shall have the right to provide input into the selection of a full-time transportation coordinator who shall run the contractor's operations in the Town. Once approved, this coordinator shall be an employee of the contractor and shall be subject to its supervision and direction. The cost of the coordinator's salary, benefits and other expenses associated with his or her employment shall be established and paid by the contractor as part of the contract price. The coordinator shall not be allowed to drive temporarily or permanently any vehicle or bus used in the performance of this agreement except in unusual circumstances and only then with notification provided to the Superintendent of Schools. The Board reserves the right to require the contractor to remove the coordinator from working in connection with North Stonington transportation and to obtain a replacement.
- Q. The Board or its agent shall purchase, at its own expense, all diesel fuel necessary to meet the requirements of bus transportation for children in the Town. The diesel fuel shall be stored at the facility owned by the Town or at other locations as the Superintendent of Schools directs. The contractor shall maintain and operate all vehicles used in the performance of this agreement to achieve maximum savings in the use of diesel fuel. This includes minimizing idling time

Section VI - Insurance

- A. Upon execution of the agreement, and prior to August 1st of each year, the contractor shall file with the Board, certificates of insurance issued by an insurance company authorized to do business in the State of Connecticut, showing insurance coverage as follows and covering the legal liability of the contractor and the Board and its agents and employees. Thirty days prior notice is required to be given to the Board if it is anticipated that insurance will be reduced or cancelled.

Commercial General Liability in the amount of \$15,000,000;
Automobile Liability Insurance in the amount of \$15,000,000 combined single limit, arising out of the use and operation of said vehicles under the Agreement.

Comprehensive Collision, Fire and Theft with actual cash value with a \$1,000 deductible clause; and,

Medical payments insurance plan in the sum of \$5,000 on each occupant using said vehicles.

Workers' Compensation in accordance with the statutory requirements of the State of Connecticut.

- B. The insurance coverage carried shall never be less than that which may from time to time be required by the State of Connecticut and shall cover the entire period of the contract.
- C. The contractor will, at all times, hold harmless, defend, and indemnify, the Town of North Stonington, the North Stonington Board of Education, the North Stonington School District, and their respective officials, officers, employees and agents from and against any and all liability, damages, loss claims, accidents, costs, expenses, including attorney's fees, arising out of the contractor's operations, activities, negligence, breach of contract or omissions, or those of its employees, agents or personnel in furnishing the services provided herein.
- D. The contractor shall maintain in force during the full term of this contract policies commercial general liability, auto liability, workers' compensation and employers liability. The policies shall name the North Stonington Board of Education, the Town of North Stonington, and all of their respective employees as additional insures. The contractor shall provide the Board with a copy of its Certificate of Insurance and a copy of its insurance policy as well as the endorsement naming the additional insures. The contractor's insurance coverage will be primary in the event of any damage and/or loss.
- E. The contractor's insurance carrier will waive all rights of subrogation against the Board, the Town and all of their respective officers, employees, agents, and volunteers.
- F. The Board reserves the right to review, investigate and/or inquire into the contractor's insurance policy. The contractor will assist the Board in obtaining such information if necessary.
- G. The contractor shall procure and maintain in force a performance bond from an insurance company licensed to do business in the State of Connecticut for the benefit of the Board and the Town, conditioned upon the faithful performance of the terms of this contract in an amount equal to one-hundred percent (100%) of the contract amount as estimated each year of the contract. The bond may be furnished for one (1) year periods commencing August 30th and ending August 29th of each year but each such one (1) year bond shall be furnished and delivered to the Board by June 1st of each year preceding the August commencement date of each such bond. The contractor will be notified by April 1st of each contract year of the succeeding year's estimated cost for bond limit purposes.

Section VII - Independent Contractor

- A. The contractor shall be an independent contractor. Neither the contractor nor its employees shall be held or deemed in any way to be the agent or employee of the Board.

Section VIII – Payments

- A. The Board agrees to make payments to the contractor within thirty (30) days after receipt of an invoice for services provided in the prior month.
- B. The parties agree that no other payments shall be made to the contractor who shall furnish all of the vehicles, drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the contractor's duties. The parties agree that mileage for all vehicles is included in the contract price.
- C. The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of the contract. Payments for such services shall not be made until the contractor has made corrections which are acceptable to the Board.
- D. If at any time the contractor does not provide the required number of buses or drivers necessary under the contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the Board's expense for engaging alternate transportation during the period that the contractor is not in compliance with the terms of the contract, whichever amount is greater.
- E. If the contractor does not supply the necessary spare vehicle(s) to operate the transportation program within the thirty (30) minute reporting requirement, the Board shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- F. The contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- G. If at any time the contractor uses a driver in the performance of the contract who has not been approved by the Board and/or does not meet the requirements of the

State of Connecticut, the contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.

- H. In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, the Board shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the contractor. There will be no payment to contractor for days no service is provided, and contractor is responsible for financial liability to the Board.
- I. All Type II and Type II wheelchair vehicles are required to have air conditioning to meet the needs of students with disabilities. A \$100 per day per bus penalty may be assessed for any bus that is in use on a run where the air conditioning is required and where the air conditioning is not operable.
- J. A reliable transportation system is important to meet the education requirements of the students and the Board. To this end, students must be picked up in the morning in a timely and consistent manner, and students must be delivered home in the afternoon in an efficient manner. If a bus is more than fifteen (15) minutes late in the morning or afternoon, the Board reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the contractor cause the late pick-up (weather, traffic, etc.) the penalty will not be assessed.

Section IX

DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the contract, the contractor, in the sole discretion of the Board: (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 under the Contract; (j) fails to provide the Performance Bond required under the Contract; or (k), fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- B. The above remedies are in addition to any other remedies the Board may have.

- C. In the event of contract termination by the Board, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with the contract are last performed by the contractor.
- D. Upon termination of the contract pursuant to this article, the contractor (and its surety) will be responsible for all of the Board's expenses, losses and damages incurred in replacing contractor for the remainder of the term of the contract.
- E. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original contract, irrespective of the performance bond.

Section IX MISCELLANEOUS PROVISIONS

- A. No part of the Contract shall be assigned or subcontracted without the prior written approval of the Board.
- B. The bid documents, including the Invitation to Bid, Instructions to Bidders, Bid Requirements and all appendices executed by contractor, dated January 13, 2025 (the "Bid") will be specifically incorporated into the Contract.
- C. If any provision of the contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from the contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- D. The contract and all exhibits attached to the contract constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- E. The 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.
- F. No failure by Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.