

## INVITATION FOR BIDS

Due Date and Time: March 20, 2018 at 2:00 P.M.

Title: Student Transportation Services

**Special Instructions:** There will be a mandatory pre-bid meeting for all student transportation service providers on Tuesday, March 6, 2018, at 10:00 A.M. All interested parties are to meet in the conference room at Wheeler High School, 298 Norwich-Westerly Road, North Stonington, CT 06359. Late arrivals (more than fifteen (15) minutes after the scheduled start time will not be given credit for attendance at the meeting and will not be able to submit a bid for this service.

The following information must appear in the lower left hand corner of the envelope:  
Sealed Student Transportation Services Bid  
Not to be opened until March 20, 2018 at 2:00 P.M.

Return Bids to:

Deborah A. Martin, Business Manager  
North Stonington Public Schools  
297 Norwich-Westerly Road  
North Stonington, CT 06359

RETURN THIS FORM IMMEDIATELY

North Stonington Board of Education  
Acknowledgement of Receipt of Bid Documents

Bid Title: Student Transportation Services

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 03/06/2018

Date Documents Received: \_\_\_/\_\_\_/\_\_\_

Do you plan to submit response: \_\_\_ Yes \_\_\_ No

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Received by: \_\_\_\_\_

Note: Faxed or emailed acknowledgements are requested.

Fax No: 860-535-1470

Email: [martind@northstonington.k12.ct.us](mailto:martind@northstonington.k12.ct.us)

Fax or email this sheet only. A cover sheet is not required.

**DO NOT FAX OR EMAIL YOUR RESPONSE TO THE RFP**

NORTH STONINGTON BOARD OF EDUCATION

## INVITATION TO BID

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 three year contract beginning July 1, 2018. The Board is responsible for arranging transportation for the District's students.

Sealed bids must be received by the Board not later than **2:00 PM on Tuesday, March 20, 2018**. *Facsimile or email bid responses will not be accepted.* Bids are to be sent to:

Deborah A. Martin  
Business Manager  
North Stonington Board of Education  
297 Norwich-Westerly Road  
North Stonington, CT 06359  
(860) 535-2800, ext 3

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

A mandatory pre-bid meeting for all student transportation service providers will be held on Tuesday, March 6, 2008 at 10:00 A.M. All interested parties are to meet at the Wheeler High School Conference Room at 298 Norwich-Westerly Road, North Stonington, CT, 06359.

The following information must appear in the lower left-hand corner of the envelope:  
Sealed Student Transportation Services Bid  
Not to be opened until March 20, 2018 at 2:00 P.M.

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.

## IMPORTANT

The enclosed contract specifications are based on the existing transportation needs of the public, private, vocational technical schools and special needs education. Transportation needs are provided by the Board of Education. The equipment required to service this contract suggests the minimum seating requirements that the Board will consider and does not prevent submission of bids, which provide for the use of a greater proportion of seating capacity.

### **Background**

Educational programs are provided to students depending upon their individual needs and in accordance with state and federal statutes and the Board of Education policies. North Stonington meets those needs through programs within each of our schools when available and appropriate. Due to the unique needs of some students, use is made of other school system's programs in In-District & Out-of-District settings when necessary. Also, other agencies besides the local school system, such as the Department of Children and Families, the Department of Social Services, or the courts can place children in programs.

### **Objective**

The North Stonington Board of Education is soliciting bids to secure a transportation company to furnish and operate, at their own expense, vehicles for the transportation of children to and from schools for regular education and special education programs.

Bidders are to address all aspects of these specifications, as they will become an integral part of the contract that the Board enters into with the awarded transportation company.

NORTH STONINGTON PUBLIC SCHOOLS  
NORTH STONINGTON, CT

INVITATION TO BID  
TO PROVIDE  
SCHOOL TRANSPORTATION SERVICES

School Year 2018-19 through 2020-2021

OPTION I: TIERED ROUTES FOR EACH WHEELER MIDDLE/HIGH SCHOOL AND ELEMENTARY SCHOOL AS CURRENT AS WELL AS MID-DAY PRE-SCHOOL RUN.

The contract to be awarded will require the contractor to furnish all transportation service including vehicles, operators, equipment and other services required to transport all students authorized by the Board of Education to and from the public, private, vocational technical schools, agricultural, field trips, athletic and special needs education whose transportation needs are served by North Stonington including pre-school, kindergarten, elementary, middle, high school and late buses.

OPTION II: COMBINED ROUTES TRANSPORTING ALL STUDENTS IN ONE A.M. AND ONE P.M. RUN AS WELL AS MID-DAY PRE-SCHOOL RUN.

The contract to be awarded will require the contractor to furnish all transportation service including vehicles, operators, equipment and other services required to transport all students authorized by the Board of Education to and from the public, private, vocational technical schools, agricultural, field trips, athletic and special needs education whose transportation needs are served by North Stonington including pre-school, kindergarten, elementary, middle, high school and late buses.

**TWO (2) COMPLETED COPIES OF ALL BIDS MUST BE RECEIVED IN THE BUSINESS OFFICE OF NORTH STONINGTON PUBLIC SCHOOLS**

**BY MARCH 20, 2018 AT 2:00 P.M.**

**PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.**

## GENERAL PROCEDURES

- A. Sealed bids for student transportation services will be received in the office of the Business Manager, North Stonington Public Schools, 297 Norwich-Westerly Road, North Stonington, CT 06359, until 2:00 P.M. prevailing time on March 20, 2018

The bid documents may be downloaded from the following web sites:

North Stonington Public Schools      <http://www.northstonington.k12.ct.us>  
State of Connecticut                      <http://das.ct.gov>

Addenda, if any will be posted on the website. All bidders, prior to submitting their bids, should check the website to ensure they have received all posted addenda.

- B. A mandatory pre-bid meeting will be held on March 6, 2018 at 10:00 A.M. in the conference room at Wheeler High School, 298 Norwich-Westerly Road, North Stonington, CT. Proposals received from firms not in attendance at this meeting will not be considered.
- C. Bids received later than the date and time specified shall not be considered.
- D. Amendments to or withdrawals of bids received later than the date and time set for bid opening shall not be considered.
- E. 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 reserves the right to withdraw any award made as a result of clerical error.
- F. 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.
- G. Requests for Information (RFI) must be submitted in writing no later than 12:00 P.M. on March 13, 2018. RFI must be sent to Deborah A. Martin via email to [martind@northstonington.k12.ct.us](mailto:martind@northstonington.k12.ct.us). Telephone requests will not be responded to RFI will be responded to by addendum to this bid.
- H. The successful bidder will, within thirty (30) day after written notice of acceptance, enter into a written contract with the Board of Education and will file within ten (10) days after such written notice of acceptance the policy of insurance and the surety bonds required.

- I. 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.
- J. 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.
- K. The transportation company will abide by all North Stonington Public Schools discipline policies regarding riding a school vehicle.
- L. All vehicles must be garaged in North Stonington in the lot adjacent to the North Stonington Elementary School at 311 Norwich-Westerly Road, North Stonington, CT 06359.
- M. 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.
- N. Successful bidder must have experience operating full services (regular education) school bus operation of at least 16 vehicles for a school district, providing 3 references from 3 separate school systems. Also, bidder must have at least 10 years' experience operating school buses in the State of Connecticut.

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.

## SECURITY OF PERFORMANCE

- A. The contractor will be required to furnish, at its own expense, a surety performance and payment bond, which must be renewed each succeeding year of the contract, in a form satisfactory to the Board of Education conditioned upon the faithful and continuous performance by the contractor of all terms and conditions of the contract. THE BOND SHALL BE IN AN AMOUNT EQUAL TO 100% OF THE PROPOSED CONTRACT AMOUNT FOR ONE (1) YEAR.
- B. At the time of the submission of Bid, each contractor must submit evidence from a bonding company indicating that a performance and payment bond can be obtained, and that it will be issued by a company authorized to do business within the State of Connecticut.
- C. The contract shall provide that if, at any time, the contractor is not in the opinion of the Board of Education, satisfactorily fulfilling the conditions and obligations of the contract, and prior warnings of the deficiencies have been issued by certified mail, the Board of Education may terminate such contract by giving ten (10) days' written notice to the contractor and employ another contractor. The surety shall be held responsible for any extra and added expense, loss or damage suffered by the Board of Education in carrying out said contract.

## INSURANCE

The Bus Contractor shall secure and maintain in force for the full term of this agreement worker's compensation insurance, employer's liability insurance, public (general) liability insurance, automobile liability insurance and excess (umbrella) liability insurance from an insurance company (s) licensed to do business in the State of Connecticut. **COPIES OF THE ACTUAL INSURANCE POLICIES MUST ALSO BE INCLUDED IN THE BID PACKAGE.**

The contractor shall hold the Board of Education harmless against any and all other claims, expenses, loss or liability whatsoever arising out of or incidental thereto in connection with its operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein. Each policy of insurance shall contain a waiver of subrogation in favor of North Stonington Public Schools.

The Board of Education and the contractor shall not be liable for the loss of personal or real property or loss of use thereof caused by perils covered by insurance.

No contract will be offered or signed until a satisfactory performance and payment bond and the insurance policy are delivered and received.

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.

## **ROUTES**

After conferring with the Superintendent of Schools, or designee, the contractor will submit by August 1<sup>st</sup> of each year, its proposed bus routes, estimated bus loads and schedules for the coming year. It is recognized by the Board of Education that enrollment continually changes even after the first day of school – resulting in continued route adjustments. With respect to Special education transportation the board recognizes these services require changes throughout the year.

The contract to be awarded will require the contractor to furnish all transportation service including vehicles, operators, equipment and other services required to transport all students authorized by the Board of Education to and from the public, private, vocational technical schools, agricultural, field trips, athletic, and special needs education whose transportation needs are served by North Stonington including pre-school, kindergarten, elementary, middle, high school and late buses.

OPTION I: TIERED ROUTE RUNS FOR EACH WHEELER MIDDLE/HIGH SCHOOL AND ELEMENTARY SCHOOL AS CURRENT AS WELL AS MID-DAY PRE-SCHOOL RUN.

OPTION II: COMBINED ROUTES TRANSPORTING ALL STUDENTS IN ONE A.M. AND ONE P.M. RUN AS WELL AS MID-DAY PRE-SCHOOL RUN.

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

<http://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.

APPENDIX A

North Stonington Public School District  
297 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

From: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPENDIX B  
BID SHEET

**OPTION I:      TIERED ROUTE RUNS FOR EACH WHEELER  
 MIDDLE/HIGH SCHOOL AND ELEMENTARY SCHOOL AS  
 CURRENT AS WELL AS MID-DAY PRE-SCHOOL RUN.**

**Regular/Special Education School Transportation**

		Type I Bus	Type II Bus	W/C Van
Current year	2017-2018	\$274.17	\$271.37	\$273.60
Year 1	2018-2019	_____	_____	_____
Year 2	2019-2020	_____	_____	_____
Year 3	2020-2021	_____	_____	_____
Year 4	2021-2022	_____	_____	_____
Year 5	2022-2023	_____	_____	_____

**Extracurricular (sports, field trips, etc.) Transportation**

		Per mile	Per hr wait	Minimum
Current year	2017-2018	\$2.50	\$31.00	\$115.00
Year 1	2018-2019	_____	_____	_____
Year 2	2019-2020	_____	_____	_____
Year 3	2020-2021	_____	_____	_____
Year 4	2021-2022	_____	_____	_____
Year 5	2022-2023	_____	_____	_____

From: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPENDIX B  
BID SHEET

OPTION II: **COMBINED ROUTES TRANSPORTING ALL STUDENTS IN ONE A.M. AND ONE P.M. RUN AS WELL AS MID-DAY PRE-SCHOOL RUN.**

**Regular/Special Education School Transportation**

		Type I Bus	Type II Bus	W/C Van
Current year	2017-2018	\$274.17	\$271.37	\$273.60
Year 1	2018-2019	_____	_____	_____
Year 2	2019-2020	_____	_____	_____
Year 3	2020-2021	_____	_____	_____
Year 4	2021-2022	_____	_____	_____
Year 5	2022-2023	_____	_____	_____

**Extracurricular (sports, field trips, etc.) Transportation**

		Per mile	Per hr wait	Minimum
Current year	2017-2018	\$2.50	\$31.00	\$115.00
Year 1	2018-2019	_____	_____	_____
Year 2	2019-2020	_____	_____	_____
Year 3	2020-2021	_____	_____	_____
Year 4	2021-2022	_____	_____	_____
Year 5	2022-2023	_____	_____	_____

APPENDIX C  
REFERENCE SHEET

Company submitting bid: \_\_\_\_\_

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

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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:

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 it's interdependency with parent relations;
  - g. To at all time, 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 trip (in-town and out-of-town), athletic and in-town special education services for District's students and other authorized persons designated by the Board. The agreement period shall be for (3) three years, beginning July 1, 2018 through June 30, 2021. 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 which 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 negotiated 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 records 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 eleven (11) Type I diesel buses (minimum capacity 71), four (4) 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 five years old as of July 1, 2018. 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 on the property of the Town. The office trailer currently on the site is the property of M & J. 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 1<sup>st</sup> 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 1<sup>st</sup> 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**

### **ACCIDENTS AND DELAYS**

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.

The Superintendent or his/her designee shall be notified of all occurrences, accidents and all injuries, regardless of extent, as soon as possible when they occur – **immediate notification is the preference.**

In addition, any accident involving personal injury must be reported to the Superintendent or designee immediately via phone and in writing within 24 hours of the accident.

- 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 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. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. The contractor agrees to make available vehicles to be used by the schools to conduct bus evacuation drills.
- L. 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.
- M. 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.
- N. 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.
- O. 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 1<sup>st</sup> 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 \$10,000,000;  
Automobile Liability Insurance in the amount of \$10,000,000 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 insureds. The contractor shall provide the Board with a copy of its Certificate of Insurance and a copy of its insurance policy as well as the endorsement naming the additional insureds. The contractor's insurance coverage will be primary 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 30<sup>th</sup> and ending August 29<sup>th</sup> of each year but each such one (1) year bond shall be furnished and delivered to the Board by June 1<sup>st</sup> of each year preceding the August commencement date of each such bond. The contractor will be notified by April 1<sup>st</sup> of each contract year of the succeeding year's estimated cost for bond limit purposes.

## **H. 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 February 22, 2018 (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.