



Request for Proposal

District-Wide Bus Transportation Services

**Vernon Board of Education
Vernon, CT
BID #VPS-FY22-001**

Inquiries: **William Meier III**
Director of Business and Finance
wmeier@vernon-ct.gov

Release Date: **Monday, December 6, 2021**

Proposals Due: **Tuesday, January 11, 2022**
10:00 AM Eastern Standard Time

LEGAL NOTICE 1

INVITATION TO BID 2

1. General Provisions 3

1.1 Introduction 3

1.2 Qualification of Bidders 3

1.3 Anticipated Timeline 3

2. Instructions to Bidders 4

2.1 Delivery of Proposals 4

2.2 Questions and Communications 4

2.3 Public Opening of Bids 4

2.4 Pricing 5

2.5 Proposal Format 5

2.6 Tax Exemption 6

3. Scope of Services 7

3.1 Background 7

3.2 Detailed Scope of Services 7

4. Terms and Conditions 23

4.1 Proposal Withdrawal 23

4.2 Collusion Among Bidders 23

4.3 Irregular Proposals 23

4.4 Laws and Regulations 23

4.5 Non-Conflict of Interest Statement 23

4.6 Equal Opportunity	23
4.7 Non-Discrimination and Affirmative Action	24
4.8 Americans with Disabilities Act of 1990	24
4.9 Confidentiality	25
4.10 Proprietary Information	28
4.11 Contingent Upon Availability of Funds	28
4.12 Independent Contractor	29
4.13 Insurance Requirements	29
4.14 Performance Bond	30
4.15 Indemnification / Hold Harmless	31
4.16 Waiver of Subrogation Requirement	31
4.17 Default and Termination of Contract	31
4.18 Assignment	32
4.19 Award	32
4.20 Reserved Rights	32
4.21 Miscellaneous	33
Appendix:	
1.) Listing of Schools and Addresses – Exhibit A	35
2.) Price Schedule – Exhibit B	37
3.) Current Bus Contract – Exhibit C	39
4.) School Year Enrollment Count by Schools 2021-22 – Exhibit D	67



**Vernon Board of Education
District-Wide Bus Transportation Services
BID #VPS-FY22-001**

LEGAL NOTICE

**Vernon Board of Education
Invitation to Bid
for
District-Wide Bus Transportation Services 2022-2027
Bid #VPS-FY22-001**

Bid documents for district-wide bus transportation services for the Vernon Board of Education (the "Board") for the 2022-23 through 2026-27 school years, Bid #VPS-FY22-001, will be available on the Board's website (<https://www.vernonpublicschools.org> under the tabs "Departments", "Business Office", "Bids").

Sealed bids will be received at the Vernon Board of Education, 30 Park Street, Vernon, CT 06066, ATTN: William Meier III, Director of Business and Finance, **until 10:00 AM Eastern Standard Time on Tuesday, January 11, 2022**. Thereafter, bids will be publicly opened and read aloud.

The Board reserves the right to: amend or terminate this Invitation to Bid; accept all or any part of a bid; reject any or all bids, in whole or in part; waive any technical defects, informalities or non-material deficiencies in a bid; and award the bid, 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 Board's best interest.



**Vernon Board of Education
District-Wide Bus Transportation Services
BID #VPS-FY22-001**

INVITATION TO BID

The Vernon Board of Education (the “Board”) invites sealed bids for supplying in-district, magnet and vocational technical, non-public, athletic trip and field trip school bus transportation for students whose transportation is, or will become, the responsibility of the Vernon Board of Education, to commence with the beginning of the 2022-23 school year to continue for a period of five (5) years as specified in accordance with the terms, specifications and conditions contained herein. The contract shall exclude out-of-district special education transportation and the Board reserves the right to use other contractors for certain in-district special education when the Board deems it necessary.

Sealed bids will be received at the Business Office, Vernon Board of Education, 30 Park Street, Vernon, CT 06066 to the attention of Mr. William Meier III, Director of Business and Finance, until 10:00 AM, Eastern Standard Time, on Tuesday, January 11, 2022. Bids received after that time will not be considered and will be returned unopened to the bidder. Bids will be publicly opened and read aloud on Tuesday, January 11, 2022 at 10:00 AM, Eastern Standard Time, in the Second Floor Conference Room at the address listed above. There will a mandatory pre-bid meeting on Tuesday, December 14, 2021 at 10:30 am at Vernon BOE Central Office, 30 Park Street, Vernon, CT.

Bids must be held firm and cannot be withdrawn for one-hundred eighty (180) calendar days after the bid opening.

The Board reserves the rights to: amend or terminate this Invitation to Bid; accept all or any part of a bid; reject any or all bids, in whole or in part; waive any technical defects, informalities or non-material deficiencies in a bid; and award the bid, 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 Board’s best interest.

Confidentiality: Respondent is advised that all materials associated with its proposal are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting from it. If Respondent believes that any information in its proposal should be treated as confidential, that material should be clearly marked. The Board shall endeavor to protect confidential material from disclosure to non-Board employees to the extent required by State or Federal law. In no event will the Board be responsible for the inadvertent disclosure of your response to this RFP.

William Meier III
Director of Business and Finance

1. General Provisions

1.1 Introduction

The Vernon Board of Education (herein referred to as “the Board” or “The School District”) is now accepting sealed bids for supplying in-district, magnet and vocational technical, non-public, athletic trip and field trip school bus transportation for students whose transportation is, or will become, the responsibility of the Board, to commence with the beginning of the 2022-2023 school year to continue for a period of five (5) years as specified in accordance with the terms, specifications and conditions contained herein. The contract shall exclude out-of-district special education transportation and the Board reserves the right to use other contractors for certain in-district special education when deemed necessary.

1.2 Qualifications of Bidders

The Board is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include the following information:

- a. Please provide three (3) current or former client references that are applicable to projects of this scope.
- b. List the number of currently employed full-time and part-time employees.
- c. Disclosure of any current pending litigation.

1.3 Anticipated Timeline

Services would begin with the 2022-2023 school year, commencing July 1, 2022.

2. Instructions to Bidders

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. **Five (5) printed copies of the proposal must be provided.** In addition, the entire bid proposal must be provided electronically on at least one USB drive, DVD or other suitable digital media enclosed in the sealed bid envelope. Each bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials become the property of the Board. Failure to respond to any of the RFP instructions will eliminate the proposal from any further consideration. No electronic bid submissions will be accepted.

2.1 Delivery of Proposals

RFPs must be submitted in a sealed envelope labeled with “**Bid #VPS-FY22-001, “District-Wide Bus Transportation Services”**” and clearly marked “**BID – DO NOT OPEN**” on the outside of the envelope to: Mr. William Meier III, Director of Business and Finance, 30 Park Street, Vernon, Connecticut 06066 by **Tuesday, January 11, 2022 at 10:00 AM EST** at which time proposals shall be opened and read aloud publicly. The bid envelope should also bear on the outside the name of the Bidder, their address, and their license number, if applicable. It is the sole responsibility of the bidder to see that their RFP is received at the proper time. Bids received after that time will not be considered and will be returned unopened to the bidder.

2.2 Questions and Communications

Bidders are hereby notified not to contact any member of the Evaluation Committee, or any member of the Board staff and its’ elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to William Meier III, Director of Business and Finance, by email only at wmeier@vernon-ct.gov no later than **Monday, December 20, 2021 at NOON EST**. Answers to all received questions will be posted on the Board website by Thursday, December 30, 2021 at [http://www. https://www.vernonpublicschools.org/departments/business-office/bids](http://www.https://www.vernonpublicschools.org/departments/business-office/bids) under “**Bid #VPS-FY22-001, “District-Wide Bus Transportation Services”**”. No oral statement of the Board or the Town, including oral statements by the representative listed above, shall be effective to waive, change or otherwise modify any provision of the Bid Documents, and no bidder or prospective bidder shall rely on any alleged oral statement. There is a mandatory pre-bid meeting on Tuesday, December 14, 2021 at 10:30 am at Vernon Board of Education Central Office, 30 Park Street, Vernon, CT. Attendance is mandatory and failure to attend will result in disqualification.

2.3 Public Opening of Bids

The Board will hold a Public Bid Opening for all proposals submitted. All bids will be opened and recorded by the Vernon Board of Education Business Office on **Tuesday, January 11, 2022 at 10:00 AM Eastern Standard Time** after which all bids will be available for public inspection. **Only one representative from each bidder will be allowed to attend the bid opening. If the current Coronavirus pandemic does not allow for public attendance of bidders, the Vernon Board of Education will provide notice of a virtual meeting for all to participate in. Bidders will be contacted**

accordingly should this need arise.

2.4 Pricing

The proposal price should be all-inclusive and provide a clear and equitable pricing structure. Bidders **must complete and submit Exhibit B – Pricing Schedule on pages 37-38 of this document**. Bidders may submit, at their discretion, alternate design options with accompanying prices. Alternate designs will give the Board the opportunity to consider the best solution for our needs and compare those options with budget considerations.

All bidder proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by the bidder during the 180-day time period following the time and date designated for the receipt of proposals.

In the event that information or pricing submitted by the bidders is unclear, the Board may request further explanation and/or pricing breakdowns from the bidder for the purpose of evaluation and decisions. The bidders shall answer requests for additional information or clarification in writing, and these responses will become part of the bidder's proposal. Bidders failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the Board shall be considered unresponsive, and their proposal may be subject to rejection.

2.5 Proposal Format

All proposals shall be prepared in strict compliance with the Proposal Format outlined below. Failure to comply with the provisions of this RFP may result in the proposal being disqualified.

- All bids must be signed by the bidder or, if the bidder is a corporation or other entity, by an individual with authority to bind the corporation or entity. A certificate evidencing authority shall be submitted with the bid, which shall indicate the name and title of the person authorized to sign the contract.
- No bid will be accepted as valid unless bid forms, as provided to all bidders, are properly and completely executed. **Exhibit B on pages 37-38 of this document must be completed by the bidder.**
- All proposals must be securely bound.
- Title Page: The title page must include the subject of the proposal; the proposing company's name and address; the name, address, telephone number and email address of a contact person; and the date of the proposal.
- Table of Contents.
- Executive Summary: This summary, limited to five (5) single-spaced typewritten pages, should provide a high-level description of the bidder's ability to meet the requirements of the RFP and a statement describing why the bidder believes it is the best qualified to provide the specified services. The summary must also include the names, titles and resumes of key management personnel and operating personnel who will work with the Board.

- The bid will cover all contingencies, including all labor and materials, transportation and subsequent meetings with district personnel or agents. No exclusions are allowed in the submitted pricing.
- Bid Security: Each bidder must submit, as part of its bid, a certified bank check made payable to the Vernon Board of Education or a bid bond, for the benefit of the Vernon Board of Education, for an amount of Twenty-Thousand (\$20,000) Dollars, guaranteeing the bid for a period of one hundred eighty (180) calendar days. The certified bank check or bid bond of rejected bidders will be returned upon execution of a contract or the specified time has passed so that bids may be withdrawn. In the event the successful bidder refuses, within thirty (30) days of notice of award, to execute the contract and/or provide all required insurance and bonds required hereunder, the proceeds of the check or bond of such bidder will be forfeited to the Vernon Board of Education as liquidated damages.
- Please provide three (3) current or former client references with which the bidder has completed projects of this scope.
- The bidder will furnish a statement of proof of financial responsibility, consisting of its most recently completed certified audited financial statement.

2.6 Tax Exemption

Bidders will not include federal excise taxes nor state sales taxes from which Vernon Public Schools are exempt.

3. Scope of Services

3.1 Background

The Board currently services approximately **3,625** students in grades PreK-12 in seven schools.

3.2 Detailed Scope of Services

Components of the bidder's busing services include, but are not limited to the following:

1. Scope of Work:

- A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from:
 1. Those schools listed on **Exhibit A** attached hereto and made a part hereof (all, collectively, the "Schools" and each, individually, a "School") at such days, times, routes and stops designated and approved by the School District pursuant to the Sections below; and
 2. Extra-curricular events or field trips upon request from the School District.
 3. The Schools are subject to amendment upon request from the School District.
- B. The Contractor shall furnish transportation services for all students eligible and receiving school accommodations from the School District for attendance at school in accordance with the provisions of Connecticut General Statutes Section 10-186 (all, collectively, the "Students" and each, individually, a "Student") to and from the Schools and any extra-curricular events or field trips, which transportation services shall include, without limitation, personnel, supervisors, Vehicles (as hereinafter defined), Vehicle Operators (as hereinafter defined), equipment, and other actions and activities required to provide such transportation services.
- C. The Contractor shall furnish a sufficient number of Vehicles to ensure seats for all Students eligible for transportation services from the School District. Standees or overloading of the Vehicles shall not be permitted.
- D. The Contractor will be required to have a terminal location, and to park and maintain vehicles in the Town of Vernon. By way of reference, the current bus contractor rents the terminal and yard facility at 25 Whitney Ferguson Road, Vernon, CT 06066.
- E. The Contractor will develop and maintain a computerized transportation routing system, using Transfinder, Versatrans, Trip Spark or a similar routing software approved by the School District. The map used in the software must be kept updated. The Contractor shall provide the School District access to the routing software through the Internet and provide training, as needed, to district staff on the use of the routing software. Such system must be compatible with the District's student data system (currently Aspen) and must have the ability to accept a SFTP file. The Contractor's software must also have the ability to automatically upload data regarding each student's transportation route to Aspen.
- F. The Contractor will further provide the School District with routes in accordance with

the following:

1. The School District shall electronically provide the Contractor with student rosters by July 15 each year during the term of the Contract.
2. The Contractor shall electronically deliver updated routes to the School District three weeks prior to the start of school each year. After reviewing such information and conferring with the School District, the Contractor shall prepare a list of any suggested modifications.
3. The School District reserves the right to amend, at any time, the times, routes, and/or stops to be made by the Contractor. The Contractor cannot amend the time, routes and/or stops without the prior consent of the School District which shall be in the School District's sole discretion.

G. SUBJECT ONLY TO THE REQUIREMENT THAT THE SAFETY OF CHILDREN AND OTHERS IS OF PARAMOUNT IMPORTANCE, TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE CONTRACT.

H. The Contractor shall provide a qualified and experienced person who will be responsible for the general overall supervision and execution of the transportation services required by this RFP (the "Manager"). The Manager shall:

1. Not be a regular Vehicle Operator;
2. Be available by cell phone at all times; and
3. Act as the liaison between the Contractor and the School District.

The Manager is subject to the approval of the School District prior to hiring. The Contractor shall replace the Manager upon the request of the School District. Each new Manager shall be subject to the approval of the School District prior to hiring.

I. The Contractor shall provide the dispatcher who shall be stationed at the Company terminal during all hours that Vehicles are providing the transportation services required by this Contract.

The Dispatcher shall not:

1. Be a regularly scheduled Vehicle Operator; or
2. Drive a Vehicle or leave the vicinity of the Terminal during such hours unless an emergency exists.

The Dispatchers shall be available by telephone at least two (2) hours before Schools open and remain available at all times during hours that Vehicles are providing the transportation services required by this Contract to receive inquiries and instructions from the School District or its agent. Dispatchers are subject to the approval of the School District prior to hiring. The Contractor shall replace the Dispatcher upon the request of the School District. Each new Dispatcher shall be subject to the approval of the School District.

J. The Contractor shall provide to the School District a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. The Contractor is required to provide sufficient phone lines and personnel

to meet the on-going operating needs of the transportation services required by this Contract. The Contractor shall also provide a designated phone number for the School District to use only in case of emergency.

- K. The Contractor will, at its sole expense, be responsible for installing a dedicated phone line for direct telephone communications. Additionally, the Terminal will have high speed access to the Internet, with an email address made available to the School District, to facilitate email communications. Said email account shall be active and checked at least hourly by the Contractor during each school day of the School District. The Contractor will have computer equipment sufficient to allow the use of Common word processing and spread sheet programs and computerized routing System software. The routing software will be located on the Contractor's server and The School District will be provided access to such software via the Internet. The Contractor is required to use Microsoft Word, Microsoft Outlook and Microsoft Excel for communications with the School District.

- L. The Contractor shall provide the services required by this Contract to the School District every day that Schools are open. The Board of Education will establish the days that Schools are open for Student attendance. Schools are, for the purposes of this Contract, open for student attendance for no more than 185, days per year. The School District shall provide to the Contractor school calendars setting forth the days Schools are open during each year of this Contract. Notwithstanding anything to the contrary herein, the School District reserves the right to cancel in-person learning due to inclement weather, (including, but not limited to, snow, ice, flood, extreme cold/heat), for health or safety reasons, or for other emergency situations (including, but not limited to, pandemics, plagues, political unrest, executive and government orders, etc.) and such cancellation may result in no transportation services being provided. Should transportation services hereunder for the regular school year be required for more than 185 days in any one (1) school year, the Contractor shall be compensated for providing such transportation services based upon the daily rate set forth in **Exhibit B**, attached hereto and made a part hereof (the "Daily Rate"). School District programs, such as special education and/or summer school, require transportation services during school vacations and summer break. The cost for such transportation services shall be based upon the Daily Rate.
 - 1. The Contractor shall provide the transportation services hereunder on every day that each School is in session. When any Schools are closed for unanticipated reasons (including "Acts of God"), transportation services are to be performed on any such other days as the School District declares official school days.
 - 2. The School District will, at the Daily Rate, pay for any transportation services hereunder actually performed by the Contractor for the Schools that are open on days that are not official school days; provided, however, there will be no incremental costs, or additional fees, charged over and above the Daily Rate.
 - 3. The Contractor shall also provide transportation services for the following: noon dismissals when required; early dismissals as per calendars provided by the School

District; comparable transportation services from the School District on days when the School District has other than regular dismissals; early dismissals of any and all Schools for parent conferences, special events, weather or civil emergencies, *etc.*, and dismissal necessitated during examination weeks.

- M. Each Vehicle Operator shall know his/her assigned route, including all stops, prior to the start of the school year and shall drive through his/her entire route prior to the start of the school year. The Contractor will identify any routes where conditions indicate an inability to regularly perform to schedule and/or to safely serve the Students, and immediately advise the School District of the same. The Contractor shall have any new or substitute driver drive the entire route prior to performing the route with students. The Contractor will bear the cost of any trial runs with no additional costs to the School District.
- N. During times of inclement weather, the Contractor will be required to consult with the School District regarding road conditions and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles when Schools are closed early during any school day due to weather conditions or other emergency declared by the School District. The Contractor is responsible for obtaining information regarding School closings through the media.
- O. During the term of this Contract, the School District may modify routes, and the numbers of Students and Schools, to ensure the most cost-efficient and effective transportation services to the School District. If there are substantial modifications that would result in fewer Vehicles or different types of Vehicles than at the start of this Contract, the School District shall consult with the Contractor prior to making such changes. The School District retains the right to obtain certain transportation services from other transportation providers. The Contractor is required to work with the School District to, whenever possible, better utilize the Vehicles by tiering and integrating routes.
- P. The School District may designate routes for the Contractor to perform in addition to those given to the Contractor at the start of this Contract. Prior to assigning additional routes to the Contractor during the term of the Contract and the Contractor agreeing to perform such additional routes, the School District, shall notify the Contractor if provisions of this Contract shall be modified as a condition to receiving such additional routes.
- Q. The bus Contractor will process route changes resulting from new/moved students, road construction, new bus stops, transportation eligibility changes, *etc.* within one (1) business day from receipt of written notification of the new or changed information.
- R. The term "Services" shall include, collectively, all transportation services set forth in

this "Scope of Work" or otherwise to be performed under this Contract, and such other services required or necessary for the proper performance of the Contractor's work under this Contract.

2. Payment and Compensation:

- A. Based upon the compensation amounts set forth in **Exhibit B**, attached hereto and made a part hereof (collective, the "Compensation", which Compensation consists of the "Daily Rate" and the "Hourly Rate" set forth on **Exhibit B**) the School District hereby agrees to make payments to the Contractor for Services performed in ten (10) monthly installments to be paid within thirty (30) days after receipt of an invoice for regular Services provided in the prior month based upon the Daily Rate. Based upon the Hourly Rate, the Contractor shall provide the School District with separate monthly invoices for field trips or additional Services provided by the Contractor at the direction of the School District, and payment of such invoices will be due within forty-five (45) days of the date of each invoice. Payments for invoices with discrepancies may be delayed.
- B. All invoices must be as specific as possible to include bus number, location of school and how many days utilized. Extra hours should be explained with supporting details, if possible.
- C. The parties agree that, other than the Compensation, no other compensation shall be due and owing to the Contractor by the School District for the Services, which Compensation is deemed to include, without limitation, the costs associated with the following:
 - the Vehicles (including mileage), Vehicle Operators, labor, materials, equipment, permits, licenses, and other facilities, personnel and actions necessary to provide the Services.
- D. The price payable for each Vehicle used in providing regular Services is detailed in **Exhibit B**. The number of Vehicles needed under this Contract will vary. The Contractor shall charge the School District the Daily Rate for the actual number of Vehicles providing Services. The cost of each Vehicle will be determined by the Vehicle type, year of the Contract and the cost per day specified for that type of Vehicle as listed in Exhibit B. Under no circumstances is Contractor authorized to charge overtime to the School District unless such overtime has been specifically authorized by the School District. The Contractor shall notify the School District, as applicable, in advance if any routes will regularly incur overtime charges and shall cooperate with the School District to minimize overtime charges. If, for any reason, a route is combined or tiered, the School District shall receive full credit for such combined or tiered route. The cost for each Vehicle used in providing Services for extra-curricular events or field trips under this Contract is detailed in Exhibit B.
- E. Any Vehicle for which the School District is being charged the Daily Rate shall, upon

request, be available for the School District’s use. Additional charges as detailed in **Exhibit B** may apply to such use.

- F. If determined by a global positioning system (“GPS”) or otherwise that the Contractor is at fault in providing Services, such as a missed bus stop or the Vehicle arriving at a bus stop earlier or later than ten (10) minutes of the scheduled time, the Contractor will supply an additional Vehicle or Vehicles, as applicable, at no cost to the School District, to provide the transportation services required to perform the Services for the missed Students.

- G. The parties hereto mutually understand the need to meet all requirements related to the Services, including, without limitation, timeliness, as well as operating within the financial constraints that may result from limited funding. To this end, the Contractor agrees to work closely with the School District staff to create the highest level of efficiency, while maintaining performance standards.

- H. The monthly installment or any other payment due the Contractor hereunder, shall be reduced in accordance with the following:
 - 1. If at any time the Contractor does not provide the agreed upon number of Vehicles or Vehicle Operators, the School District may deduct the greater of the following:
 - (a) \$50.00 for each Student assigned to said Vehicle or Vehicle Operator not provided in accordance with this Contract;
 - (b) the cost of said Vehicle or Vehicle Operator; or (c) the cost of the School District’s expense for engaging alternate transportation during the period that the Contractor has failed to provide such Vehicles or Vehicle Operators.
 - 2. If any Vehicle does not depart at the scheduled departure time from the Terminal, or arrives later than its scheduled arrival time, except due to inclement weather or other times when hazardous conditions exist or the safety of the Students is involved, the School District may deduct the following amounts:

Minutes Late	Penalty
9-20	25% Daily Rate per Vehicle
21 or more	50% Daily Rate per Vehicle

- 3. In order to allow for the provision of adequate supervision for the Students and to protect the Students from inclement weather, Vehicles must not arrive at Schools for Student drop-off earlier than the scheduled arrival time. If any Vehicle arrives more than 20 minutes prior to the scheduled arrival time, except due to inclement weather or other times when hazardous conditions exist or the safety of the Students is involved, the School District may deduct \$50.00 for each Student assigned to said Vehicle.

- 4. This Contract envisions a quality, responsive transportation program that

minimizes the School District's involvement in the day-to-day operation of such program. Should operating problems occur which require the involvement of a School District, the School District reserves the right to notify the Contractor of such problems. Should similar operation problems reoccur within thirty (30) days of such notification, the School District may deduct \$100.00 for each such reoccurrence.

5. In the event a strike or an occurrence caused by the Contractor results in an interruption of Services for more than 24 hours, the School District shall have the right to secure such other transportation services as may be necessary to provide the Services and charge the cost of same to the account of the Contractor and/or surety company. Further, there will be no payment due and owing to the Contractor for days during which Service required by this Contract is not provided.
6. The School District may deduct \$100.00 per Vehicle for each day that any Vehicle does not have an operational and active radio or comparable communication device.
7. The School District may deduct \$100.00 per Vehicle for each day that any Vehicle does not have an operational and active Global Positioning System unit.
8. The School District may deduct \$150.00 per Vehicle for each day that any Vehicle does not have an operational and active camera.
9. The School District may deduct \$100 per Vehicle for each day that any Vehicle does not meet all contractual requirements.
10. The School District may deduct \$50.00 for each bus stop made without authorization from the School District.
11. The School District may deduct \$50.00 for each time the Manager is not available to respond to a reasonable request for a telephone or personal conference.
12. The School District may deduct \$100.00 per student for each Student the Contractor fails to appropriately drop off at a School or their home and/or designated drop-off point.
13. The School District may deduct 100% of the Daily Rate for each occurrence of a pre-school through kindergarten Student being dropped off when the parent or other authorized person is not there to meet the Student or a Student of any age is left unattended on a Vehicle (*e.g.*, a sleeping student.)
14. The School District may deduct \$50.00 for each occurrence of a breakdown or accident in which the School District is not immediately notified after emergency services are summoned.

15. The School District may deduct \$100.00 for each violation of a contract requirement that is not defined in this Section H.

- I. The Contractor shall allow the School District or its duly authorized agents to inspect the books and records of the Contractor, including, without limitation, all books and records related to invoices sent to the School District. The Contractor shall consent and agree to audits of any and all books and records relating to the invoices reasonably requested by the School District.

3. Vehicles

The Contractor agrees and is responsible for the following conditions regarding buses, and other student transportation vehicles used to perform the Services (all, collectively, "Vehicles" and each, individually, a "Vehicle"), under the terms of this Contract.

- A. Vehicles will be furnished in such number as deemed necessary by the School District for the transportation of Students.
- B. All Vehicles and other equipment used to provide Services shall be maintained in compliance with all laws, rules, regulations, and policies of Federal, State, and Local governments pertaining to Vehicles. It shall be the responsibility of the Contractor to ensure that all Contractor-employed personnel are familiar with all the aforesaid laws, rules, regulations and policies.
- C. At least one week prior to the start of each school year, and updated as necessary, the Contractor shall provide the School District with a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Services, including, without limitation, the following information: the fleet number, route number, year of manufacture, make of the chassis, make of body, and seating capacity. No Vehicles older than 10 years shall be used on any route during the term of the Contract. The average age of the fleet shall be no more than 6 years old. If any Vehicle is permanently replaced in the course of the school year, upon prior written notice to and approval from the School District, as applicable, it shall be replaced with a newer or equivalent-in-age Vehicle. Listed vehicles must be registered and parked in the Town of Vernon.
- D. All Vehicles must be maintained so as to insure proper starting, good visibility and safe operation during all types of weather.
- E. Throughout the term of this Contract, the Contractor must present to the School District a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- F. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All vans, lift buses, and type IIs must be air-conditioned.

- G. The interior and exterior of all Vehicles must be kept clean and in good repair.
- H. All Vehicles must be equipped with a two-way radio or comparable communication device (*e.g.*, cell phone) with a range that covers the entire applicable transportation area to ensure constant contact between Contractor and Vehicle Operators. The Contractor must provide enough frequencies to ensure that Vehicle Operators can reach dispatch and dispatch can reach Vehicle Operators as necessary. The Contractor shall provide the radio frequencies (or phone numbers) to the School District and the School District reserves the right to monitor radio communications.

Notwithstanding the above, the radios used for Vernon Public Schools must be interoperable with the radio system Vernon Public Schools is currently using. Vernon Public Schools radios currently transmit on a UHF band and can transmit and receive on analog or DMR. Vernon Public Schools requires the ability to contact drivers directly.

- I. All Vehicles must have high resolution digital video systems, in good working order, that are recording at all times Services are being performed. The recordings are to be provided, as needed, without charge to the applicable School District as a DVD, via a cloud based service, or comparable device, able to be viewed on Microsoft software. Such video systems must have enough capacity to hold the two previous weeks' recordings. Such videos systems must be operable in extreme cold and hot temperatures and have automatic day and night settings. Videos systems shall be installed in a tamper-proof way so they cannot be disconnected.
- J. All Vehicles must be equipped with Global Positioning Systems in good working order. The GPS must be able to show the current location of the Vehicle, exact path of the Vehicle, stops made, and the speed of the Vehicle. The School District must have immediate web access to the GPS without charge.
- K. All Vehicles must be equipped with front mounted pedestrian safety arms.
- L. All Vehicles shall be equipped with electronic "Child Check Mate Systems" to ensure no students are left on any Vehicle after a run.
- M. All vehicles will be equipped with a backup alarm to meet the current OSHA specifications.
- N. All vehicles will be equipped with fender flaps, front and rear.
- O. A "This Bus is Empty" sign is to be posted in the rear window at the end of every run after the driver has inspected the vehicle for sleeping passengers, and is to be removed before picking up the first passenger of the next run.

- P. The Contractor must provide the School District, on request, copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and related equipment and shall keep records showing such inspections, as required by law, so that the School District or their authorized agents may, at any time, request and examine the record of the inspections made by the Contractor.
- Q. The Contractor shall, at its sole expense, be responsible for obtaining and maintaining a parking lot(s) for the Vehicles and for the security and safety of the Vehicles and any lot(s).
- R. The Contractor shall allow the School District or its duly authorized agents to inspect any and all Vehicles and their operation, at reasonable times, by: (1) riding the same as a passenger; (2) having them mechanically inspected; or (3) using any other reasonable means. The Contractor shall assist the School District and such agents in effecting said inspections and shall provide the School District with access to the Vehicles for inspection purposes.
- S. The School District or any authorized agent may, with written notice, require Contractor to discontinue use of any Vehicle which the School District judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.
- T. The Contractor shall provide Bus Evacuation Training to all drivers twice a year, or more frequently if required by law, with no additional charge or cost, to all Schools.
- U. Route numbers shall appear on printed forms on the side windows and rear of all Vehicles. All lettering must be in accordance with the applicable State of Connecticut regulations. The School District may require permanent lettering, such as route numbers, letters, school district(s), and/or school(s).
- V. The Contractor shall provide standby Vehicles in such numbers as are necessary to ensure no lapse in Service. Such standby Vehicles shall meet all of the requirements of this Contract.
- W. The School District shall purchase all fuel used in the performance of the Services applicable to such School District. The School District will purchase such fuel directly from a fuel vendor and arrange for such fuel to be delivered to a fuel storage tank provided by the Contractor at the Terminal where the Vehicles providing the Services for the School District are located. Any liability resulting from the fuel tank, storage, or delivery of fuel will be solely the Contractor's. The Contractor will be responsible for ensuring there is enough fuel in the tank at all times to meet the needs of this Contract. Fuel purchased by the School District shall be strictly limited to use for the Services. Upon request, the Contractor will provide to the School District a fuel report including the following information: Route Number, Registration Number, Mileage,

Number of Gallons Pumped into Vehicle, and the Date. At the conclusion of the contract, the remaining fuel must be surrendered to the School District, or an adjustment will be made on the final invoice for remaining fuel.

4. Vehicle Operators

The Contractor agrees and is responsible for the following conditions regarding operators of Vehicles (all, collectively, “Vehicle Operators” and each, individually, a “Vehicle Operator”):

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements, the School District reserves the right to review all personnel records of personnel used in the performance of the Services. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut, and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all Federal, State and Local laws, rules and regulations applicable to Vehicle Operators.
- B. The Contractor shall provide the School District upon request, the following information concerning each Vehicle Operator and shall keep the list of Vehicle Operators and applicable personnel information on file updated so that it is available to the School District upon request, including, without limitation, the following information:
 - 1. Name of Vehicle Operator;
 - 2. Address;
 - 3. Telephone number;
 - 4. Date of birth;
 - 5. Certificate of physical examination;
 - 6. Date of School Bus Endorsement; and
 - 7. Operator’s License Number
- C. At its own expense and in accordance with all State of Connecticut and Federal requirements, the Contractor shall provide for physical examinations of those persons it shall employ as Vehicle Operators.
- D. The Contractor shall provide an ongoing program of classroom and road training, at its expense in accordance with federal, state and local laws, rules and regulations, to assure continued state certification of all Vehicle Operators. Vehicle Operators who do not meet the annual State of Connecticut minimum training requirements shall not be permitted to provide Services. The Contractor shall have a school bus safety program consisting of monthly meetings with Vehicle Operators to, in part, address driver responsibility and procedures related to the Services. Vehicle Operators will be mandated to attend such meetings. The Contractor shall allow the School District to actively participate in the school bus safety program, including, without limitation, the setting of agenda for the monthly meetings and/or the attendance at such meetings.

Vehicle Operators hired with a current school bus license must receive a minimum of six (6) hours on-the-road training before they are eligible to provide Services.

- E. The Contractor shall make all persons providing Services, including, without limitation, the Manager, Dispatchers, Vehicle Operators and driver trainer, available for meetings with a School District upon the School District's request.
- F. The School District or its authorized agents may approve or disapprove, prior to and during employment, a Vehicle Operator. The School District shall notify the Contractor of such Vehicle Operator or Vehicle Operators that are considered unsatisfactory by the School District. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract and shall be immediately removed from providing Services upon notification from the School District.
 - a. The Contractor shall perform criminal record checks and driving record checks on Vehicle Operators prior to their driving for the School District and the results of all such record checks shall be reported to the School District, as applicable, upon request. These record checks are in addition to the checks the State of Connecticut performs before issuing licenses. The Contractor shall provide the School District, upon request, with a copy of each driver's annual driving record check.
- G. The Contractor shall comply with all Federal, State and Local laws, rules and regulations regarding drug and alcohol testing. Proof of compliance shall be available to the School District upon request.
- H. Drivers are prohibited from engaging in any activity that potentially or actually puts his/her passengers in danger. No alcoholic beverages, cannabis, or illegal drugs or substances may be brought to or consumed upon a School District's premises, School property or in any Vehicle by any employee or agent of the Contractor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator be under the influence of or impaired by any alcoholic beverages, cannabis or drugs or substances that could potentially cause impairment while in performance of Services. Additionally, no smoking or use of tobacco products is allowed on the Vehicles, or on School property by Contractor's employees and agents or Vehicle Operators.
- I. The Vehicle Operator is responsible to see that all Students are seated and remain seated while the Vehicle is in operation.
- J. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services the right to ride in the Vehicle.
- K. Contractor will comply with minimum wage standards set by law as to all its employees while they are engaged in work under any contract or agreement between Contractor and the School District.

- L. The Contractor shall employ a qualified "Driver Trainer" who will also personally travel each route with the assigned Vehicle Operator at least once a year to survey not only the Vehicle Operator's performance but route hazards and equipment efficiency. At the end of each month, the Contractor shall provide each School District a report detailing the routes and Vehicle Operators that were observed by the Driver Trainer pursuant to the requirements of this section. The Driver Trainer must also perform random road checks, with Students on Vehicles, upon a School District's request and submit written reports of such checks to the School District. The Driver Trainer shall not be a regularly scheduled Vehicle Operator.
- M. Each Vehicle Operator will remain aboard his or her assigned Vehicle at all times that Students are aboard said Vehicle.
- N. Each Vehicle Operator will comply with State regulations limiting the amount of time motor vehicles are allowed to idle.
- O. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the School District, nor shall a Vehicle Operator remove a Student from a Vehicle providing Services hereunder before reaching the Student's intended destination, except in the case of an emergency.
- P. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Operator must immediately notify the applicable Dispatcher(s), who will immediately notify the School District.
- Q. The Vehicle Operator shall not make unauthorized stops or conduct personal business while performing Services, including, without limitation, the use of a cell phone or texting or similar device, including head phones or ear buds.
- R. No music generating device (AM/FM radio, CD, iPod or cassette player, etc.) will be played on board any bus by the driver while students are on board or while the bus is in motion as this could serve to distract the driver or render inaudible sounds which the driver should be able to hear for safety reasons.
- S. The School District may use monitors on Vehicle at any time Services are being provided. Upon request, the Contractor shall facilitate the use of monitors through route modifications, monitor pick-up or delivery, monitor oversight, or such other functions as deemed necessary by the School District. Vehicle Operators will be expected to assist monitors to enforce reasonable discipline on the Vehicle.
- T. The Contractor shall provide standby Vehicle Operators in such numbers as are necessary to ensure no lapse in Service and no less than an amount that is fifteen

percent (15%) of the total of all Vehicle Operators. Such standby Vehicle Operators shall meet all the requirements of this Contract.

- U. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements to which the Contractor is a party.
- V. The Contractor will be responsible for compliance with all Executive Orders in effect for the duration of the contract. Compliance with the Executive Orders will be at the sole expense of the Contractor, unless otherwise specifically provided in the Order or State Statute.

5. Students

- A. The Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off. In no event, shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.
- B. Only individuals specifically designated or authorized by the School District and/or the Contractor will be allowed to ride the Vehicles.
- C. The School District hereby delegates to the Contractor the necessary authority to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the School District. If monitors are on the Vehicles, the Contractor and Vehicle Operators shall assist monitors to enforce discipline. If the School District supplies a rule book to the Contractor, the Contractor and its employees are responsible for knowing and enforcing such rules. Such authorization shall not, however, include the right to administer corporal punishment, nor the right to remove any Student from the Vehicle before it reaches its destination or otherwise under circumstances which may, or are likely to, result in injury or danger to any Student.
- D. The Contractor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the designated place and is clear of the roadway.
- E. In the event of disciplinary infractions by Students on Vehicles which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, inform the Manager via radio of the foregoing and not proceed until discipline is restored. The Vehicle Operator shall report all such occurrences to the Contractor, and the Contractor shall notify the School the student attends for action. However, a Student shall not be “put off” a Vehicle as punishment by the Vehicle Operator for any reason while the Vehicle is in transit, thereby exposing the Student to the hazards of walking either on the way to School or on the way home. The Vehicle Operator shall be in full

charge of the Vehicle and shall allow no misbehavior. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported to the appropriate School District administrator.

- F. The Contractor agrees that, in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the School District.
- G. The Contractor, along with the respective Vehicle Operator, will be responsible for the safety and supervision of the Students transported under the Contract. No pre-school through kindergarten Students are to be released without supervision. If there is no one to meet the Student, the Student is to be kept on the Vehicle and the applicable Dispatcher and the Manager are to be notified IMMEDIATELY. The Dispatcher and/or Manager is then to notify the School District for further instructions.
- H. Any infraction of regulations by Students will be reported to the School District on such forms or in such manner as determined by the School District. If a meeting is required to deal with any discipline issue, whether with the School District, or a destination School, the Contractor shall make the Vehicle Operator available for said meeting.

6. Indemnification

- A. To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the Town of Vernon and School District and their respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations arising from or relating to: (1) the Contractor's breach of this Contract; (2) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (3) any other action or event arising out of or in any way connected with this Contract. The Contractor agrees that the School District shall have the right to participate in the defense of any such claim through counsel of their choosing. This indemnity shall not be affected by other portions of this Contract.

7. Laws and Board Policies

- A. The Contractor shall comply with the laws, rules, regulations and policies of Federal, State, and Local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar and abide with all of the aforesaid laws, rules, regulations and policies as well as the contents of any transportation manual or other rules, regulations and policies which the School District might publish.
- B. The Contractor will comply with the State Occupational Safety and Health Act ("SOSHA") and the Toxic Substance Act ("Right to Know Act") with respect to all operations or activities at the School District, on School premises or otherwise in performance of the services.

- C. The Contractor must be familiar and comply with any and all policies or regulations of the School District which affect the Services and that have been or will be distributed to it during the term of this Contract.

8. Complaints

The Contractor will investigate all complaints, keep a log of such complaints, and will report any action taken to the School District, or any authorized agent of the same, within 24 hours from such action.

9. Accidents and Breakdowns

Any accident involving a Student or the Services shall be **IMMEDIATELY** reported orally to the emergency number(s) provided by the School District. The Contractor shall send a Manager, Dispatcher, or Driver Trainer to the scene of each accident, who will obtain all appropriate information to fill out an accident report. The Contractor shall: (1) prepare a written report of any such event and deliver it to the School District, as soon as possible but not later than 24 hours after such event; and (2) provide the School District with a copy of the police report issued for such event as soon as such report is available. If a Vehicle breakdown occurs, the Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the School District, as applicable.

4. Terms and Conditions

4.1 Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the bidder makes a request in writing to Mr. William Meier III, Director of Business and Finance, prior to the time set for the opening of proposals.

4.2 Collusion Among Bidders

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection by the School District. Reasonable grounds for believing that a bidder is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future solicitations for the same work. Each bidder, by submitting a bid, certifies that it is not a party to any collusive action.

4.3 Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

4.4 Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all Local, State, and Federal laws and regulations.

4.5 Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of the Board to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful bidder agrees that during the term of the Contract and for twenty four (24) months following the exit conference, the successful bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of The Board.

4.6 Equal Opportunity

The School District is an equal opportunity employer and purchaser. The Contractor hereby agrees that, in connection with the Services, no employee, applicant for employment, or vendor will be discriminated against based upon characteristics that are considered protect classes under the applicable laws and/or regulations of the United States or the State of Connecticut (the "State"), (collectively, the "Laws").

4.7 Non-Discrimination and Affirmative Action

- A. The Contractor agrees and warrants that, in the performance of this Contract, it will not discriminate or permit discrimination against any person or group of persons based upon characteristics that are considered protect classes under the applicable Laws. The Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to characteristics that are considered protect classes under the applicable Laws.
- B. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor in connection with this Contract, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission").
- C. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, or each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments pursuant to Connecticut General Statutes (the "Statutes") Section 46a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor agrees to comply with each provision of Sections 46a-60, 46a-60a, 46a-68f of the Statutes, and with each regulation or relevant order issued by said Commission pursuant to Statutes Section 46a-56, 46a-68e and 46a-68f, and any other applicable Statutes and/or regulations enforced by the Commission.
- E. The Contractor agrees to provide the Commission and the School District with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of Statutes Sections 46a-56 and 46a-60. If this Contract is deemed a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in performance of the Services.

4.8 Americans with Disabilities Act of 1990

This clause applies to those contractors or subcontractors providing the Services, which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections §12101-12189 and Sections §12201-12213) (Supp. 1993); 47 USCS Sections §225.611 (Supp. 1993) (the "Act"). During the term of this Agreement, the Contractor represents that it is familiar with the terms of the Act and that it is in compliance with the Act. The Contractor warrants that it will hold the School District harmless from any liability, which may be imposed upon the School District as a result of any failure of the Contractor to be in compliance with the Act. Where applicable, the Contractor agrees to abide by the provisions of Section §504 of the Federal

Rehabilitation Act of 1973, as amended, 29 USC Section §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

4.9 Confidentiality

The Contractor shall abide by the following provisions concerning student data privacy:

A. Student Data. This Section shall identify the obligations of the parties relative to the safety and confidentiality of student information and student records and student generated content (collectively, “student data”) received or obtained by the Contractor from the School District in connection with this Contract.

B. Definitions. For purposes of this Contract, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally identifiable information,” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

C. General Provisions.

1. The parties agree that this Section controls over any inconsistent terms or conditions contained within any other agreement entered into by the Contractor and the School District concerning student data.
2. The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning student data that is applicable to the School District without the written agreement of the School District.
3. All student data of the School District provided or accessed pursuant to this Contract is and remains under the control of the School District. All student data is not the property of, or under the control of, the Contractor.
4. The School District may request that the Contractor delete or destroy student data related to the School District in the Contractor’s possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the School District may request the deletion of any such student data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the School District shall be made by electronic mail to the Contractor. The Contractor will delete or destroy the requested student data within two (2) business days of receiving such a request.

5. The Contractor shall not use student data for any purposes other than those authorized in this Contract, and may not use student data for any targeted advertising.

6. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian of the School District, the Contractor agrees to refer that individual to the School District and to notify the School District within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the School District to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the School District's Confidentiality and Access to Education Records Policy.

D. Security and Confidentiality of Student Data. The Contractor and the School District shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

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

E. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Contract.
2. The Contractor shall not retain, and the School District shall not otherwise make available, any student data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Contract for the purpose of storing student-generated content.

F. Data Breaches

1. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data of the School District,

or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the School District as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the School District by electronic mail to a representative designated by the School District and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

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

The nature and extent of the breach;

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

2. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the School District with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3. The Contractor agrees to cooperate with the School District with respect to investigation of the breach and to reimburse the School District for costs associated with responding to the breach, including but not limited to the costs relating to notifications required by Conn. Gen. Stat. § 10-234dd.

G. Term and Termination.

1. Upon the expiration or termination of this Contract, for any reason, Contractor shall return or, if requested by the School District, delete or destroy all student data maintained by Contractor on behalf of the School District, without retaining any copies.

2. The provisions in this Section shall remain in effect while this Contract is in effect, shall survive the termination of this Contract and shall terminate when all of the student data maintained by Contractor on behalf of the School District is returned to the School District and/or properly and completely deleted or destroyed or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of subsection 3 below.

3. In the event that the Contractor determines that returning or completely deleting

or destroying the student data is infeasible, the Contractor shall provide to the School District notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Contract to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such student data and shall maintain its security pursuant to this Contract for so long as the Contractor possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Contractor's databases following the recovery from a disaster, the Contractor shall delete all such student data immediately.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions. The parties irrevocably submit in any suit, action or proceeding arising out of any contract between the parties to the jurisdiction of the Courts of the State of Connecticut, Judicial District of Tolland; or to the United States District Court for the District of Connecticut, as applicable.

Student privacy Pledge: Contractor will fully review and comply with the law's requirements through one or more standard contract vehicles (e.g., terms of service, data-processing agreement, etc.) that they enter into with each of our Connecticut public school customers in accordance with all applicable aspects of the state's student data privacy law, as defined in Connecticut General Statutes §§ 10-234aa through 10-234dd. This Student Privacy Pledge will be signed at the time of award of the contract.

4.10 Proprietary Information

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended or judicially interpreted. The Board recognizes that in responding to this request for proposal, bidders may submit proprietary information. To the extent submitted by law, The Board will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information is submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

4.11 Contingent upon Availability of Funds

Vernon Board of Education's (the Board) obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Board for any payment may arise until funds are made available and approved by the Board of Education for this contract and until a Purchase Order has been issued.

4.12 Independent Contractor

Contractor, in performing the Services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of the School. Contractor will have control over the performance of the Services and shall be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, subject to the School's indemnification obligation set forth herein. None of the benefits provided by the School to its employees, including, but not limited to, worker's compensation insurance, disability insurance, medical insurance, and employment insurance shall be provided by the School to any of Contractor's employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever. Contractor is not authorized to speak for, represent, or obligate School in any manner without the prior expressed written authorization of School.

4.13 Insurance Requirements

- A. The Contractor will, at its own cost and expense, provide, prior to the execution of this Contract and prior to July 1 during each year of this Contract thereafter, evidence of Insurance, in form and substance satisfactory to the School District, written by sureties or insurers licensed in the State of Connecticut. At least twenty (20) days prior to the renewal date for such insurance coverage, the Contractor will provide, at its own cost and expense, evidence to the School District of such renewal. All certificates shall be approved by the School District, as applicable, prior to commencement of the Services. The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. Such Certificates of Insurance shall contain a provision that the School District, the Town of Vernon and their respective agents and employees are "Additional Insureds" on all policies. In addition, the School District shall be given 30 calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.
- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII or better, licensed to write such insurance in the State of Connecticut and acceptable to the School District.
- C. If, at any time, any of the insurance policies shall be or become unsatisfactory to the School District, in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the School District, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to the School District for approval.
- D. The failure of the Contractor to maintain the required insurance or to timely furnish or deliver the insurance certificates shall give the School District the right, at their election, to terminate the Contract immediately upon written notice to the Contractor.
- E. The policies of insurance shall include, but not be limited to, the following:

1. The Contractor shall provide and maintain in force for the full term of the Contract Workers' Compensation Insurance in accordance with the statutory requirements of the State of Connecticut and with Employer's Liability limits of at least \$1,000,000.
 2. The Contractor shall maintain general liability insurance for bodily injury, Personal Injury, Independent Contractors, Contractual Liability and Property Damage and Sexual Abuse and Molestation Liability Coverage with a combined single limit of not less than \$10,000,000 per accident.
 3. The Contractor shall maintain automobile liability insurance for Bodily Injury, Property Damage, and Contractual Liability with a combined single limit of not less than \$10,000,000 per accident.
 4. The contractor shall carry sexual abuse coverage in the amount of its general liability coverage. If the contractor is storing any electronic student information it must carry cyber-security coverage with minimum coverage of \$1,000,000.00.
- F. The Contractor and its insurers shall waive all rights of subrogation against the School District, the State of Connecticut, and the Town of Vernon, and their respective officers, agents, servants and employees, for losses arising from work performed under the Contract.

4.14 Performance Bond

- A. The Contractor shall furnish, upon request, to the School District, a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the School District, as applicable, assuring the faithful performance of the Contract. The Bond shall be equal to 100% of each year's estimated Contract price as reviewed and agreed upon by the School District. The Contractor must send such Performance Bond to the School District, prior to the commencement of each school year, unless such requirement is waived by the School District, as applicable, in writing. Each such Performance Bond shall be furnished by a surety company acceptable to the School District, and licensed and authorized to do business in the State of Connecticut. If the School District requests a Performance Bond, the Bond shall be provided at the rate set forth on **Exhibit B**.
- B. As an alternative to providing a Performance Bond, the Contractor may offer to provide a comparable security method which the School District may or may not agree to accept in its sole discretion. Alternative security which may be considered, but is not guaranteed to be acceptable, may include letters of credit, bank accounts, physical assets, assigned insurance policies, or other tangible assets which may be designated to School District.
- C. Failure to deliver the Performance Bond upon request shall be considered a default under this Contract. Should the Contract price for any year increase during the year, the School District may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year.

4.15 Indemnification/Hold Harmless

The Contractor agrees to defend, indemnify, and hold harmless the School District and the Town of Vernon, its respective officers, employees, elected officials, agents, servants, and volunteers from and against any and all claims liabilities, obligations, causes of action of whatsoever kind and nature for damages, and costs of every kind and description arising from the services provided by the Contractor, alleging but not limited to bodily injury, personal injury, medical malpractice, errors and omissions, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents, this indemnification includes the Contractor's duty to defend the School District and the Town of Vernon from any such claims except that the Contractor shall not be responsible or obligated for claims arising out of the sole negligence of the School District and the Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessor in interest in the premises.

The Contractor shall also be required to pay and all attorney's fees incurred by the School District and/or the Town of Vernon indemnified parties in enforcing any of the Contractor's obligations under this section. The Contractor's obligations under this section shall survive the termination or expiration of any contract between the parties.

4.16 Waiver of Subrogation Requirement

Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the School District and the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the School District and the Town of Vernon.

4.17 DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the School District:
1. has failed to provide the level of required Services;
 2. has failed to fulfill Services required in accordance with agreed schedules;
 3. has become insolvent;
 4. makes an assignment for the benefit of creditors;
 5. files a voluntary petition in bankruptcy;
 6. is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
 7. abandons the Services;
 8. subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein;
 9. fails to provide the insurance required under Section 4.13;
 10. fails to provide the Performance Bond required under Article Section 4.14; or
 11. fails to comply with any other term or condition contained in the Contract; then the School District shall have the remedies described in this Section.

- B. If any item in subsection A above occurs, the School District shall have the right to terminate the Contract upon written notice to the Contractor.
- C. If any item in subsection A.1, 2 or 11 occurs and relates to a certain route, the School District may remove such route from the Contract and assign it to another transportation service provider.
- D. The above remedies are in addition to any other remedies the School District may have against the Contractor.
- E. In the event of Contract termination by the School District, the School District's payment obligations under the Contract shall cease as of the last date on which Services were properly performed by the Contractor.
- F. Upon termination of this Contract pursuant to this Article, the Contractor (and its surety) will be responsible for all the School District's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract. The Contractor and/or surety company will be responsible to secure comparable alternate transportation for the School District. If after 48 hours, comparable transportation has not been arranged, the full amount of the Performance Bond or 100% of the annual cost will be paid to the School District.
- G. In the event of Contract termination by the School District and the necessity to bid or otherwise negotiate a new contract for transportation services with another contractor, the Contractor will be responsible for indemnifying the School District for costs incurred in obtaining a new contract including any and all increases in costs for transportation services for the duration of the term of the original Contract.

4.18 Assignment

The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the School District which shall be in the School District's sole discretion. For purposes of this Section, a transfer of more than twenty percent (20%) of the capital stock of the Contractor shall be deemed to be an assignment.

4.19 Award

The project will be awarded based on a best value solution approach. The School District will be evaluating both quality of the solution and its cost. Upon formal notice of award, the Contractor will have thirty (30) days to execute a contract pursuant to the terms of this RFP. Failure to execute a contract may result in the Board considering default pursuant to Section 2.5.

4.20 Reserved Rights

The Board reserves the right to:

- Reject any or all of the proposals.

- Issue subsequent requests for proposals.
- Cancel the entire request for proposal.
- Clarify, modify, amend or terminate the request for proposal.
- Remedy technical errors in the request for proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Require modifications to initial proposals.
- Excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the Board.
- Investigate the qualifications of any bidder under consideration.
- Require confirmation of information furnished by bidders.
- Require additional evidence of qualifications to perform the services described in this RFP.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the bidders.
- Solicit best and final offers from all or some of the bidders.
- Award a contract to one or more bidders.
- Accept other than the lowest priced bid.
- Waive informalities and irregularities in proposals.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the Board, shall be utilized in the final award.

4.21 Miscellaneous

- A. If any provision of this RFP is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this RFP and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This RFP shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut.
- C. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered: (1) personally (2) by a nationally recognized overnight delivery service or (3) by the United States Postal Service, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To the School District as applicable:

Vernon Board of Education
 ATTN: William Meier III, Director of Business and Finance
 30 Park Street
 Vernon, CT 06066

To Contractor:

- F. No failure by the School District, as applicable, 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.

- G. Upon award, the Contractor will be required to execute the contract including terms and conditions spelled out in this RFP.

Exhibit A



Vernon Public Schools Locations

Rockville High School

70 Loveland Hill Road

Vernon, CT 06066

Phone: 860-870-6050

Full Day Schedule: 7:30 AM - 2:00 PM

Half-Day /Early Dismissal: 7:30 AM -12:00 PM

Delayed Opening: 9:30 AM - 2:00 PM

Vernon Center Middle School

777 Hartford Turnpike

Vernon, CT 06066

Phone: 860-870-6070

Full Day Schedule: 7:38 AM - 2:15 PM

Half-Day /Early Dismissal: 7:38 AM -12:15 PM

Delayed Opening: 9:38 AM - 2:15 PM

Center Road School

20 Center Road

Vernon, CT 06066

Phone: 860-870-6300

Full Day Schedule: 8:15 AM - 2:45 PM

Half-Day /Early Dismissal: 8:15 AM - 12:45 PM

Delayed Opening: 10:15 AM - 2:45 PM

Lake Street School

201 Lake Street

Vernon, CT 06066

Phone: 860-870-6085

Full Day Schedule: 8:15 AM - 2:45 PM

Half-Day /Early Dismissal: 8:15 AM - 12:45 PM

Delayed Opening: 10:15 AM - 2:45 PM

Maple Street School

20 Maple Street

Vernon, CT 06066

Phone: 860-870-6175

Full Day Schedule: 8:15 AM - 2:45 PM

Half-Day /Early Dismissal: 8:15 AM -12:45 PM

Delayed Opening: 10:15 AM - 2:45 PM

Northeast School

69 East Street

Vernon, CT 06066

Phone: 860-870-6080

Full Day Schedule: 8:45 AM - 3:15 PM

Half-Day /Early Dismissal: 8:45 AM - 1:15 PM

Delayed Opening: 10:45 AM - 3:15 PM

Skinner Road School

90 Skinner Road

Vernon, CT 06066

Phone: 860-870-6180

Full Day Schedule: 8:45 AM - 3:15 PM

Half-Day /Early Dismissal: 8:45 AM - 1:15 PM

Delayed Opening: 10:45 AM - 3:15 PM

EXHIBIT B

**PRICE SCHEDULE
VERNON**

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the transportation services, hereby proposes and agrees to fully perform the transportation services within the time stated and in strict accordance with the Proposal Documents and the "Contract for Transportation Services," including furnishing any and all labor and materials, and to do all of the transportation services required to complete said transportation services in accordance with the Proposal Documents and the "Contract for Transportation Services," for the following sum of money:

ASSIGNED STOP TO SCHOOL AND SCHOOL TO ASSIGNED STOP (COST PER VEHICLE PER DAY, MAX. 4 HOURS)

	# OF VEH.	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
TYPE I	17					
TYPE II	13					
VAN	5					
TYPE II LIFT	3					

COST PER HOUR (EXCESS TIME OVER 4 HOURS; MID DAY RUNS, LATE RUNS, ETC.)

	# OF VEH.	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
TYPE I	17					
TYPE II	13					
VAN	5					
TYPE II LIFT	3					

CHARTER TRIPS/FIELD TRIPS (COST PER HOUR)

		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
COST/HOUR						
MINIMUM						

BUS MONITORS (COST PER HOUR)

		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
COST/HOUR						

The number of vehicles is based on 2021-2022 student information. The number of vehicles is subject to change.

VERNON PERFORMANCE BOND COST PER VEHICLE PER DAY

	# OF VEH.	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
COST						

For the purposes of this proposal, a Type I bus is a 65-77 passenger school bus, a Type II bus is a 16-21 passenger school bus, and a Van is a 7- 9 passenger van. Other vehicle options such as 35 passenger vehicles and vehicles with storage may be negotiated prior to executing a contract.

The pricing system used in the Contract for all school transportation is based upon the length of day the specific Vehicle is in use on behalf of the School District. The length of day will be based upon time, defined as from leaving the Contractor’s facility, as proposed in this Proposal, to returning to the Contractor’s facility, as proposed in this Proposal. It is the intent of the School District to pay for the use of the Vehicle while it is in use for the School District. In all cases, the determination of the times rests with the School District. The excess hourly rate is based upon time, and shall be billed in 15-minute intervals. Support for any "excess billing" shall be supplied to the Districts as requested, and included in the monthly invoice.

AGREED TO AND ACKNOWLEDGED:

Signed: _____

Contractor’s Name

By: _____
Name

Its

Street

City/State/Zip

Date

Exhibit C

CONTRACT FOR TRANSPORTATION SERVICES

This **CONTRACT FOR TRANSPORTATION SERVICES** (the "Contract") is made this 1st day of June, 2017, by and among the **BOARD OF EDUCATION OF THE TOWN OF VERNON, CONNECTICUT** ("the District") and First Student, Inc., an Illinois Corporation having a business address at 25 Whitney Ferguson III Road, Vernon, CT (the "Contractor").

WITNESSETH

WHEREAS, the District wishes to obtain and the Contractor wishes to provide certain transportation services pursuant to the terms and conditions of this Contract.

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

I. TERM

A. The term of this Contract shall be for a period of five (5) years beginning on July 1, 2017 and terminating on June 30, 2022.

II. SCOPE OF WORK

The Contractor agrees that it will transport Students (as hereinafter defined) to and from:

1. those schools listed on **Exhibit A** attached hereto and made a part hereof (all, collectively, the "Schools" and each, individually, a "School") at such days, times, routes and stops designated and approved by each School District pursuant to Section D below; and
 2. extra-curricular events or field trips upon request from a School District. The Schools are subject to amendment upon request from a School District.
- A. The Contractor shall furnish transportation services for all students eligible and receiving school accommodations from the District for attendance at school in accordance with the provisions of Connecticut General Statutes Section 10-186 (all, collectively, the "Students" and each, individually, a "Student") to and from the Schools and any extra-curricular events or field trips, which transportation services shall include, without limitation, personnel, supervisors, Vehicles (as hereinafter defined), Vehicle Operators (as hereinafter defined), equipment, and other actions and activities required to provide such transportation services.
- B. The Contractor shall furnish a sufficient number of Vehicles to ensure seats for all Students eligible for transportation services from the District. Standees or overloading of the Vehicles shall not be permitted.

- C. The Contractor will develop and maintain a computerized transportation routing system, using Transfinder, Versatrans, MapNet or similar routing software approved by the District. The map used in the software must be kept updated. The Contractor shall provide to the District access to the routing software through the Internet and provide training, as needed, to district staff on the use of the routing software.
- D. The Contractor will further provide the District with routes in accordance with the following:
1. The District shall electronically provide the Contractor with student rosters by July 1 of each year during the term of this Contract.
 2. The Contractor shall electronically deliver updated routes to the District three weeks prior to the start of school each year. After reviewing such information and conferring with the District, the Contractor shall prepare a list of any suggested modifications.
 3. The District reserves the right to amend, at any time, the times, routes, and/or stops to be made by the Contractor. The Contractor cannot amend the time, routes and/or stops without the prior consent of the School District.
 4. Walking limits for the District will be determined by the Board of Education's Transportation Policy. (Vernon Board of Education's walking limits will be based upon 1 mile for grades 6 – 12 and .5 miles for grades K- 5).
 5. The Contractor must provide training, as needed, to district Staff on the use of the routing software.
- E. **SUBJECT ONLY TO THE REQUIREMENT THAT THE SAFETY OF CHILDREN AND OTHERS IS OF PARAMOUNT IMPORTANCE, TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.**
- F. The Contractor shall provide a qualified and experienced person who will be responsible for the general overall supervision and execution of the transportation services required by this Contract (the "Manager"). The Manager shall:
1. not be a regular Vehicle Operator;

2. be available by cell phone at all times; and
3. act as the liaison between the Contractor and the District.

The Manager is subject to the approval of the District prior to hiring. The Contractor shall replace the Manager upon the request of the District.

- G. The Contractor shall provide dispatchers (all collectively, "Dispatchers" and each individually, a "Dispatcher"), who shall be stationed at the Company's facility (the "Terminal") during all hours that Vehicles are providing the transportation services required by this Contract. The Dispatchers shall not:

1. be a regularly scheduled Vehicle Operator; or
2. drive a Vehicle or leave the vicinity of the Terminal during such hours unless an emergency exists.

The Dispatchers shall be available by telephone at least two (2) hours before Schools open and remain available at all times during hours that Vehicles are providing the transportation services required by this Contract to receive inquiries and instructions from the District or its agent. Dispatchers are subject to the approval of the District prior to hiring. The Contractor shall replace a Dispatcher providing transportation services to the District upon the request of the District. Each new Dispatcher shall be subject to the approval of the District.

- H. The Contractor shall provide to the District a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. The Contractor is required to provide sufficient phone lines and personnel to meet the ongoing operating needs of the transportation services required by this Contract. The Contractor shall also provide a designated phone number for the District to use only in case of emergency.
- I. The Contractor will, at its sole expense, be responsible for installing and operating a fax machine with a dedicated phone line at each Terminal, to be utilized to transmit scheduling and routing changes, in addition to a dedicated phone line for direct telephone communications. Additionally, each Terminal will have high speed access to the Internet, with an email address made available to the District, to facilitate email communications. Said email account shall be active and checked at least hourly by the Contractor during the school day. The Contractor will have computer equipment sufficient to allow the use of common word processing and

spreadsheet programs and computerized routing system software. The routing software will be located on the Contractor's server and the District will be provided access to such software via the Internet. The Contractor is required to use Microsoft Word, Microsoft Outlook and Microsoft Excel for communications with the District.

- J. The Contractor shall provide the services required by this Contract for the District every day that Schools are open. The Board of Education will establish the days that Schools are open for Student attendance. Schools are, for the purposes of this Contract, open for student attendance at least 180, but no more than 185, days per year. The District shall provide to the Contractor school calendars setting forth the days Schools are open during each year of this Contract. Should transportation services hereunder for the regular school year be required for more than 185 days in any one (1) school year, the Contractor shall be compensated for providing such transportation services based upon the daily rate set forth in **Exhibit B**, attached hereto and made a part hereof (the "Daily Rate"). School District programs, such as special education and/or summer school, require transportation services during school vacations and summer. The cost for such transportation services shall be based upon the Daily Rate.
1. The Contractor shall provide the transportation services hereunder on every day that each School is in session. When any Schools are closed for unanticipated reasons (including "Acts of God"), transportation services are to be performed for the other Schools that are open and on any such other days as the District declares official school days.
 2. The District will, at the Daily Rate, pay for any transportation services hereunder actually performed by the Contractor for the Schools that are open on days that are not official school days; provided, however, there will be no incremental costs, or additional fees, charged over and above the Daily Rate.
 3. The Contractor shall also provide transportation services for the following: noon dismissals when required; early dismissals as per calendars provided by the District; comparable transportation services on days when a School District has other than regular dismissals; early dismissals of any and all Schools for parent conferences, special events, weather or civil emergencies, *etc.*, and dismissal necessitated during examination weeks.
- K. Each Vehicle Operator shall know his/her assigned route, including all stops, prior to the start of the school year and shall drive through his/her entire route prior to the start of the school year. The Contractor will

identify any routes where conditions indicate an inability to regularly perform to schedule and/or to safely serve the Students, and immediately advise the District of the same. The Contractor shall have any new or substitute driver drive the entire route prior to performing the route with students. The Contractor will bear the cost of any trial runs with no additional costs to the District.

- L. During times of inclement weather, the Contractor will be required to consult with the District regarding road conditions and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles when Schools are closed early during any school day due to weather conditions or other emergency declared by the District. The Contractor is responsible for obtaining information regarding School closings through the media.
- M. During the term of this Contract, the District may modify routes, and the numbers of Students and Schools, to ensure the most cost-efficient and effective transportation services to the District. If there are substantial modifications that would result in fewer Vehicles or different types of Vehicles than at the start of this Contract, the School District shall consult with the Contractor prior to making such changes. The District retains the right to obtain certain transportation services from other transportation providers. The Contractor is required to work with the District to, whenever possible, better utilize the Vehicles by tiering and integrating routes.
- N. The District may designate routes for the Contractor to perform in addition to those given to the Contractor at the start of this Contract. Prior to assigning additional routes to the Contractor during the term of the Contract and the Contractor agreeing to perform such additional routes, the District shall notify the Contractor if provisions of this Contract shall be modified as a condition to receiving such additional routes.
- O. The term "Services" shall include, collectively, all transportation services set forth in this Article II or otherwise to be performed under this Contract, and such other services required or necessary for the proper performance of the Contractor's work under this Contract.

III. PAYMENT AND COMPENSATION

- A. Based upon the compensation amounts set forth in Exhibit B, attached hereto and made a part hereof (collective, the "Compensation", which Compensation consists of the "Daily Rate" and the "Hourly Rate" set forth

on Exhibit B) the District hereby agrees to make payments to the Contractor for Services performed in ten (10) monthly installments to be paid within thirty (30) days after receipt of an invoice for regular Services provided in the prior month based upon the Daily Rate. Based upon the Hourly Rate, the Contractor shall provide the District with separate monthly invoices for field trips or additional Services provided by the Contractor at the direction of the District, and payment of such invoices will be due within forty-five (45) days of the date of each invoice. Payments for invoices with discrepancies may be delayed.

- B. The parties agree that, other than the Compensation, no other compensation shall be due and owing to the Contractor by the District for the Services, which Compensation is deemed to include, without limitation, the costs associated with the following: the Vehicles (including mileage), Vehicle Operator's, labor, materials, equipment, permits, licenses, and other facilities, personnel and actions necessary to provide the Services.
- C. The price payable for each Vehicle used in providing regular Services is detailed in Exhibit B. The number of Vehicles needed under this Contract will vary. The Contractor shall charge the District the Daily Rate for the actual number of Vehicles providing Services. The cost of each Vehicle will be determined by the Vehicle type, year of the Contract and the cost per day specified for that type of Vehicle as listed in Exhibit B. Under no circumstances is Contractor authorized to charge overtime to the District unless such overtime has been specifically authorized by the District. The Contractor shall notify the District in advance if any routes will regularly incur overtime charges and shall cooperate with the District to minimize overtime charges. If, for any reason, a route is combined or tiered, the District shall receive full credit for such combined or tiered route. The cost for each Vehicle used in providing Services for extracurricular events or field trips under this Contract is detailed in Exhibit B.
- D. Any Vehicle for which the District is being charged the Daily Rate shall, upon request, be available for the District's use. Additional charges as detailed in Exhibit B may apply to such use.
- E. If determined by a global positioning system ("GPS") or otherwise that the Contractor is at fault in providing Services, such as a missed bus stop or the Vehicle arriving at a bus stop earlier or later than ten (10) minutes of the scheduled time, the Contractor will supply an additional Vehicle or Vehicles, as applicable, at no cost to the District, to provide the transportation services required to perform the Services for the missed

Students.

- F. The parties hereto mutually understand the need to meet all requirements related to the Services, including, without limitation, timeliness, as well as operating within the financial constraints that may result from limited funding. To this end, the Contractor agrees to work closely with the District staff to create the highest level of efficiency, while maintaining performance standards.
- G. The monthly installment or any other payment due the Contractor hereunder, shall be reduced in accordance with the following:

1. If at any time the Contractor does not provide the agreed upon number of Vehicles or Vehicle Operators, the District may deduct the greater of the following: (a) \$50.00 for each Student assigned to said Vehicle or Vehicle Operator not provided in accordance with this Contract; (b) the cost of said Vehicle or Vehicle Operator; or (c) the cost of the District's expense for engaging alternate transportation during the period that the Contractor has failed to provide such Vehicles or Vehicle Operators.
2. If any Vehicle does not depart at the scheduled departure time from the Terminal or from a School, or arrives later than its scheduled arrival time, except due to inclement weather or other times when hazardous conditions exist or the safety of the Students is involved, the District may deduct the following amounts:

Minutes Late	Penalty
9-20	25% Daily Rate per Vehicle
21 or more	50% Daily Rate per Vehicle

3. In order to allow for the provision of adequate supervision for the Students and to protect the Students from inclement weather, Vehicles must not arrive at Schools for Student drop-off earlier than the scheduled arrival time. If any Vehicle arrives more than 20 minutes prior to the scheduled arrival time, except due to inclement weather or other times when hazardous conditions exist or the safety of the Students is involved, the District may deduct \$50.00 for each Student assigned to said Vehicle.
4. This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of such program. Should operating problems occur which require the involvement of the District, the District reserves the right to notify the Contractor of such problems. Should similar operational problems

reoccur within thirty (30) days of such notification, the District may deduct \$100.00 for each such reoccurrence.

5. In the event a strike or an occurrence caused by the Contractor results in an interruption of Services for more than 24 hours, the District shall have the right to secure such other transportation services as may be necessary to provide the Services and charge the cost of same to the account of the Contractor and/or surety company. Further, there will be no payment due and owing to the Contractor for days during which Service required by this Contract is not provided.
6. The District may deduct \$50.00 per Vehicle for each day that any Vehicle does not have an operational and active radio or comparable communication device.
7. The District may deduct \$50.00 per Vehicle for each day that any Vehicle does not have an operational and active Global Positioning System unit.
8. The District may deduct \$150.00 per Vehicle for each day that any Vehicle does not have an operational and active camera.
9. The District may deduct \$100 per Vehicle for each day that any Vehicle does not meet all contractual requirements.
10. The District may deduct \$50.00 for each bus stop made without authorization from the District.
11. The District may deduct \$50.00 for each time the Manager is not available to respond to a reasonable request for a telephone or personal conference.
12. The District may deduct \$50.00 per student for each Student the Contractor fails to appropriately drop off at a School or their home and/or designated drop-off point.
13. The District may deduct 100% of the Daily Rate for each occurrence of a preschool through kindergarten Student being dropped off when the parent or other authorized person is not there to meet the Student or a Student of any age is left unattended on a Vehicle (e.g., a sleeping student).
14. The District may deduct \$50.00 for each occurrence of a breakdown or accident in which the District is not immediately notified after

emergency services are summoned.

15. The District may deduct \$100.00 for each violation of a contract requirement that is not defined in this Section G.

16. The District must notify the Contractor of penalties assessed within thirty (30) days so that the Contractor has the opportunity to investigate the matter in order to either correct the cause of the penalty(ies) or to establish the Contractor did not cause the delays. If the District fails to alert the Contractor within thirty (30) days of any penalties, the penalties will be waived.

H. The Contractor shall allow the District or its duly authorized agents to inspect the books and records of the Contractor, including, without limitation, all books and records related to invoices sent to the District. The Contractor shall consent and agree to audits of any and all books and records relating to the invoices reasonably requested by the District.

IV. VEHICLES

The Contractor agrees and is responsible for the following conditions regarding buses, and other student transportation vehicles used to perform the Services (all, collectively, "Vehicles" and each, individually, a "Vehicle"), under the terms of this Contract.

- A. Vehicles will be furnished in such number as deemed necessary by the District for the transportation of Students.
- B. All Vehicles and other equipment used to provide Services shall be maintained in compliance with all laws, rules, regulations, and policies of Federal, State, and Local governments pertaining to Vehicles. It shall be the responsibility of the Contractor to ensure that all Contractor-employed personnel are familiar with all the aforesaid laws, rules, regulations and policies.
- C. At least one week prior to the start of each school year, and updated as necessary, the Contractor shall provide the District with a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Services, including, without limitation, the following information: the fleet number, route number, year of manufacture, make of the chassis, make of body, and seating capacity. No Vehicles older than 10 years shall be used on any route during the term of the Contract. The average age of the fleet shall be no more than 6 years

old. If any Vehicle is permanently replaced in the course of the school year, upon prior written notice to and approval from the District, it shall be replaced with a newer or equivalent-in-age Vehicle.

- D. All Vehicles must be maintained so as to insure proper starting, good visibility and safe operation during all types of weather.
- E. Throughout the term of this Contract, the Contractor must present to the District a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- F. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All vans, lift buses, and type IIs must be air-conditioned.
- G. The interior and exterior of all Vehicles must be kept clean and in good repair.
- H. All Vehicles must be equipped with a two-way radio or comparable communication device (*e.g.*, cell phone) with a range that covers the entire transportation area to ensure constant contact between Contractor and Vehicle Operators. The radios must be interoperable with the radio system the District is currently using. The District radios currently transmit on a UHF band and can transmit and receive on analog or DMR. The District requires the ability to contact drivers directly.
- I. All Vehicles must have high resolution digital video systems, in good working order, that are recording at all times Services are being performed. The recordings are to be provided, as needed, without charge to the District as a DVD, or comparable device, able to be viewed on Microsoft software. Such video systems must have enough capacity to hold the two previous weeks' recordings. Such videos systems must be operable in extreme cold and hot temperatures and have automatic day and night settings. Video systems shall be installed in a tamper-proof way so they cannot be disconnected.
- J. All Vehicles must be equipped with Global Positioning Systems in good working order. The GPS must be able to show the current location of the Vehicle, exact path of the Vehicle, stops made, and the speed of the Vehicle. The District must have immediate web access to the GPS without charge.
- K. All Vehicles must be equipped with front mounted pedestrian safety arms.

- L. All Vehicles shall be equipped with electronic "Child Check Systems" to ensure no students are left on any Vehicle after a run.
- M. The Contractor must maintain Vehicles in compliance with all Federal, State and Local laws, rules and regulations.
- N. The Contractor must provide the District, on request, copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and related equipment and shall keep written records showing such inspections, as required by law, so that the District or their authorized agents may, at any time, request the written record of the inspections made by the Contractor.
- O. The Contractor shall, at its sole expense, be responsible for obtaining and maintaining a parking lot for the Vehicles and for the security and safety of the Vehicles.
- P. The Contractor shall allow the District or its duly authorized agents to inspect any and all Vehicles and their operation, at reasonable times, by: (1) riding the same as a passenger; (2) having them mechanically inspected; or (3) using any other reasonable means. The Contractor shall assist the District and such agents in effecting said inspections and shall provide the District with access to the Vehicles for inspection purposes.
- Q. The District or any authorized agent may, with written notice, require Contractor to discontinue use of any Vehicle which the District judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.
- R. Upon request from the District, the Contractor shall provide buses and drivers twice a year, or more frequently if required by law, with no additional charge or cost, to all Schools for Bus Evacuation Training.
- S. Route numbers shall appear on printed forms on the side windows and rear of all Vehicles. All lettering must be in accordance with the applicable State of Connecticut regulations. The District may require permanent lettering, such as route numbers, letters, school district(s), and/or school(s).
- T. The Contractor shall provide standby Vehicles in such numbers as are necessary to ensure no lapse in Service. Such standby Vehicles shall meet all of the requirements of this Contract.

- U. The District shall purchase all fuel used in the performance of the Services. The District will purchase such fuel directly from a fuel vendor and arrange for such fuel to be delivered to a fuel storage tank provided by the Contractor at the Terminal where the Vehicles providing the Services are located. Any liability resulting from the fuel tank, storage, or delivery of fuel will be solely the Contractor's. The Contractor will be responsible for ensuring there is enough fuel in the tank at all times to meet the needs of this Contract. Fuel purchased by the District shall be strictly limited to use for the Services. Upon request, the Contractor will provide to the District a fuel report including the following information: Route Number, Registration Number, Mileage, Number of Gallons Pumped into Vehicle, and the Date.
- V. In the event that the District or any governmental agency imposes other equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding applicable price increases, either party may terminate this contract upon not less than 120 days prior written notice to the other party

V. VEHICLE OPERATORS

The Contractor agrees and is responsible for the following conditions regarding operators of Vehicles (all, collectively, "Vehicle Operators" and each, individually, a "Vehicle Operator"):

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements, the District reserves the right to review all personnel records of personnel used in the performance of the Services. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut, and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all Federal, State and Local laws, rules and regulations applicable to Vehicle Operators.
- B. The Contractor shall provide the District upon request, the following information concerning each Vehicle Operator and shall keep the list of Vehicle Operators and applicable personnel information on file updated so that it is available to the District upon request, including, without limitation, the following information:

1. Name of Vehicle Operator;
 2. Address;
 3. Telephone number;
 4. Date of birth;
 5. Certificate of physical examination;
 6. Date of School Bus Endorsement; and
 7. Operator's License Number
- C. At its own expense and in accordance with all State of Connecticut and Federal requirements, the Contractor shall provide for physical examinations of those persons it shall employ as Vehicle Operators.
- D. The Contractor shall provide an ongoing program of classroom and road training, at its expense in accordance with federal, state and local laws, rules and regulations, to assure continued state certification of all Vehicle Operators. Vehicle Operators who do not meet the annual State of Connecticut minimum training requirements shall not be permitted to provide Services. The Contractor shall have a school bus safety program consisting of monthly meetings with Vehicle Operators to, in part, address driver responsibility and procedures related to the Services. Vehicle Operators will be mandated to attend such meetings. The Contractor shall allow the District to actively participate in the school bus safety program, including, without limitation, the setting of agenda for the monthly meetings and/or the attendance at such meetings. Vehicle Operators hired with a current school bus license must receive a minimum of six (6) hours on-the-road training before they are eligible to provide Services.
- E. The Contractor shall make all persons providing Services, including, without limitation, the Manager, Dispatchers, Vehicle Operators and driver trainer, available for meetings with the District upon request.
- F. The District or its authorized agents may approve or disapprove, prior to and during employment, a Vehicle Operator. A School District shall notify the Contractor of such Vehicle Operator or Vehicle Operators that are considered unsatisfactory by the District. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract and shall be immediately removed from providing Services upon notification from the District.
1. The Contractor shall perform criminal record checks and driving record checks on Vehicle Operators prior to their driving for the District and the results of all such record checks shall be reported to

the District upon request. These record checks are in addition to the checks the State of Connecticut performs before issuing licenses. The Contractor shall provide the District with a copy of each driver's annual driving record check.

- G. The Contractor shall comply with all Federal, State and Local laws, rules and regulations regarding drug and alcohol testing. Proof of compliance shall be available to the District upon request.
- H. No alcoholic beverages or illegal drugs or substances may be brought to or consumed upon a District's premises, School property or in any Vehicle by any employee or agent of the Contractor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator be under the influence of or impaired by any alcoholic beverages; or illegal drugs or substances while in performance of Services. Additionally, no smoking is allowed on the Vehicles, or on School property by Contractor's employees and agents or Vehicle Operators.
- I. The Vehicle Operator is responsible to see that all Students are seated and remain seated while the Vehicle is in operation.
- J. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services the right to ride in the Vehicle.
- K. Contractor will comply with minimum wage standards set by law as to all its employees while they are engaged in work under any contract or agreement between Contractor and a District.
- L. The Contractor shall employ a qualified "Driver Trainer" who will also personally travel each route with the assigned Vehicle Operator at least once a year to survey not only the Vehicle Operator's performance but route hazards and equipment efficiency. At the end of each month, the Contractor shall provide the District a report detailing the routes and Vehicle Operators that were observed by the Driver Trainer pursuant to the requirements of this section. The Driver Trainer must also perform random road checks, with Students on Vehicles, upon a School District's request and submit written reports of such checks to the District. The Driver Trainer shall not be a regularly scheduled Vehicle Operator.
- M. Each Vehicle Operator will remain aboard his or her assigned Vehicle at all times that Students are aboard said Vehicle.
- N. Each Vehicle Operator will comply with State regulations limiting the amount of time motor vehicles are allowed to idle.

- O. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the District, nor shall a Vehicle Operator remove a Student from a Vehicle providing Services hereunder before reaching the Student's intended destination, except in the case of an emergency.
- P. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Operator must immediately notify the Dispatcher(s), who will immediately notify the District.
- Q. The Vehicle Operator shall not make unauthorized stops or conduct personal business while performing Services, including, without limitation, the use of a cell phone or texting or similar device, including headphones or earbuds.
- R. The District may use monitors on Vehicle at any time Services are being provided. Upon request, the Contractor shall facilitate the use of monitors through route modifications, monitor pick-up or delivery, monitor oversight, or such other functions as deemed necessary by the District. Vehicle Operators will be expected to assist monitors to enforce reasonable discipline on the Vehicle.
- S. The Contractor shall provide standby Vehicle Operators in such numbers as are necessary to ensure no lapse in Service and no less than an amount that is fifteen percent (15%) of the total of all Vehicle Operators. Such standby Vehicle Operators shall meet all the requirements of this Contract.
- T. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements to which the Contractor is a party.

VI. STUDENTS

- A. The Contractor must have a procedure in place to insure no Student is left on any Vehicle at the end of a run and after drop-off. In no event, shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.
- B. Only individuals specifically designated or authorized by the District

and/or the Contractor will be allowed to ride the Vehicles.

- C. The District hereby delegates to the Contractor the necessary authority to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the District. If monitors are on the Vehicles, the Contractor and Vehicle Operators shall assist monitors to enforce discipline. If the District supplies a rule book to the Contractor, the Contractor and its employees are responsible for knowing and enforcing such rules. Such authorization shall not, however, include the right to administer corporal punishment, nor the right to remove any Student from the Vehicle before it reaches its destination or otherwise under circumstances which may, or are likely to, result in injury or danger to any Student.
- D. The Contractor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the designated place and is clear of the roadway.
- E. In the event of disciplinary infractions by Students on Vehicles which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, inform the Manager via radio of the foregoing and not proceed until discipline is restored. The Vehicle Operator shall report all such occurrences to the Contractor, and the Contractor shall notify the School the student attends for action. However, a Student shall not be "put off" a Vehicle as punishment by the Vehicle Operator for any reason while the Vehicle is in transit, thereby exposing the Student to the hazards of walking either on the way to School or on the way home. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported to the appropriate School administrator.
- F. The Contractor agrees that, in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the District.
- G. The Contractor, along with the respective Vehicle Operator, will be responsible for the safety and supervision of the Students transported under the Contract. No preschool through kindergarten Students are to be released without supervision. If there is no one to meet the Student, the Student is to be kept on the Vehicle and the applicable Dispatcher and the Manager are to be notified IMMEDIATELY. The Dispatcher and/or

Manager is then to notify the District for further instructions.

- H. Any infraction of regulations by Students will be reported to the District on such forms or in such manner as determined by the District. If a meeting is required to deal with any discipline issue, whether with the District or a destination School, the Contractor shall make the Vehicle Operator available for said meeting.

VII. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the District and their respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations arising from or relating to: (1) the Contractor's breach of this Contract; (2) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (3) any other action or event arising out of or in any way connected with this Contract. The Contractor agrees that the District shall have the right to participate in the defense of any such claim through counsel of their choosing. This indemnity shall not be affected by other portions of this Contract.

VIII. LAWS AND BOARD POLICIES

- A. The Contractor shall comply with the laws, rules, regulations and policies of Federal, State, and Local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar and abide with all of the aforesaid laws, rules, regulations and policies as well as the contents of any transportation manual or other rules, regulations and policies which the District might publish.
- B. The Contractor will comply with the State Occupational Safety and Health Act ("SOSHA") and the Toxic Substance Act ("Right To Know Act") with respect to all operations or activities on School premises or otherwise in performance of the services.
- C. The Contractor must be familiar and comply with any and all policies or regulations of the District which affect the Services and that have been or will be distributed to it during the term of this Contract.

IX. COMPLAINTS

The Contractor will investigate all complaints, keep a log of such complaints,

and will report any action taken to the District or any authorized agent of the District, within 24 hours from such action.

X. ACCIDENTS AND BREAKDOWNS

Any accident involving a Student or the Services shall be **IMMEDIATELY** reported orally to the emergency number(s) provided by the District. The Contractor shall send a Manager, Dispatcher, or Driver Trainer to the scene of each accident, who will obtain all appropriate information to fill out an accident report. The Contractor shall: (1) prepare a written report of any such event and deliver it to the District as soon as possible but not later than 24 hours after such event; and (2) provide the District with a copy of the police report issued for such event as soon as such report is available. If a Vehicle breakdown occurs, the Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the District.

XI. INSURANCE

- A. The Contractor will, at its own cost and expense, provide, prior to the execution of this Contract and prior to July 1 during each year of this Contract thereafter, evidence of Insurance, in form and substance satisfactory to the District, written by sureties or insurers licensed in the State of Connecticut. At least twenty (20) days prior to the renewal date for such insurance coverage, the Contractor will provide, at its own cost and expense, evidence to the District of such renewal. All certificates shall be approved by the District prior to commencement of the Services. The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. Such Certificates of Insurance shall contain a provision that the District and the Town of Vernon and their respective agents and employees are "Additional Insureds" on all policies for claims arising under the Contract. In addition, the District shall be given 30 calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.
- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII or better, licensed to write such insurance in the State of Connecticut and acceptable to the District.
- C. If, at any time, any of the insurance policies shall be or become unsatisfactory to the District, in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the District, the Contractor shall promptly obtain a new policy and submit a Certificate of

Insurance to the District for approval.

- D. The failure of the Contractor to maintain the required insurance or to timely furnish or deliver the insurance certificates shall give the District the right, at their election, to terminate the Contract in accordance with Article XIII hereof.
- E. The policies of insurance shall include, but not be limited to, the following:
 - 1. The Contractor shall provide and maintain in force for the full term of the Contract Worker's Compensation Insurance in accordance with the statutory requirements of the State of Connecticut and with Employer's Liability limits of at least \$1,000,000.
 - 2. The Contractor shall maintain general liability insurance for bodily injury, Personal Injury, Independent Contractors, and Contractual Liability and Property Damage, with a combined single limit of not less than \$10,000,000 per accident.
 - 3. The Contractor shall maintain automobile liability insurance for Bodily Injury, Property Damage, and Contractual Liability with a combined single limit of not less than \$10,000,000 per accident.
- F. The Contractor and its insurers shall waive all rights of subrogation against the District, the State of Connecticut, and the Town of Vernon, and their respective officers, agents, servants and employees, for losses arising from work performed under the Contract.

XII. PERFORMANCE BOND

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

a default under this Contract. Should the Contract price for any year increase during the year, the District may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year.

XIII. DEFAULT AND TERMINATION OF CONTRACT

A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the District:

1. has failed to provide the level of required Services;
2. has failed to fulfill Services required in accordance with agreed schedules;
3. has become insolvent;
4. makes an assignment for the benefit of creditors;
5. files a voluntary petition in bankruptcy;
6. is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
7. abandons the Services;
8. subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein;
9. fails to provide the insurance required under Article XI;
10. fails to provide the Performance Bond required under Article XII; or
11. fails to comply with any other term or condition contained in the Contract;

then the District shall have the remedies described in this Section.

B. If any item in subsection A above occurs, the District shall have the right to terminate the Contract upon written notice to the Contractor.

C. If any item in subsection A.1, 2 or 11 occurs and relates to a certain route, the District may remove such route from the Contract and assign it to another transportation service provider.

- D. The above remedies are in addition to any other remedies the District may have against the Contractor.
- E. In the event of Contract termination by the District, the District's payment obligations under the Contract shall cease as of the last date on which Services were properly performed by the Contractor.
- F. Upon termination of this Contract pursuant to this Article, the Contractor (and its surety) will be responsible for all the District's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract. The Contractor and/or surety company will be responsible to secure comparable alternate transportation for the District. If after 48 hours, comparable transportation has not been arranged, the full amount of the Performance Bond or 100% of the annual cost will be paid to the District.
- G. In the event of Contract termination by the District and the necessity to bid or otherwise negotiate a new contract for transportation services with another contractor, the Contractor will be responsible for indemnifying the District for costs incurred in obtaining a new contract including any and all increases in costs for transportation services for the duration of the term of the original Contract.
- H. Notwithstanding the foregoing, the Contractor or the District may terminate this agreement for convenience upon not less than 180 days prior written notice to the non-terminating party.

XIV. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of the shall be, and is to be considered, an independent contractor.

XV. ASSIGNMENT

The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the District. For purposes of this Section, a transfer of more than twenty percent (20%) of the capital stock of the Contractor shall be deemed to be an assignment.

XVI. EQUAL OPPORTUNITY

The District is an equal opportunity employer and purchaser. The Contractor

hereby agrees that, in connection with the Services, no employee, applicant for employment, or vendor will be discriminated against based upon characteristics that are considered protected classes under the applicable laws and/or regulations of the United States or the State of Connecticut (the "State"), (collectively, the "Laws").

XVII NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. The Contractor agrees and warrants that, in the performance of this Contract, it will not discriminate or permit discrimination against any person or group of persons based upon characteristics that are considered protected classes under the applicable Laws. The Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to characteristics that are considered protected classes under the applicable Laws.
- B. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor in connection with this Contract, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission").
- C. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, or each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments pursuant to Connecticut General Statutes (the "Statutes") Section 46a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor agrees to comply with each provision of Sections 46a-60, 46a-60a, 46a-68f of the Statutes, and with each regulation or relevant order issued by said Commission pursuant to Statutes Section 46a-56, 46a-68e and 46a-68f, and any other applicable Statutes and/or regulations enforced by the Commission.
- E. The Contractor agrees to provide the Commission and the District with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of Statutes Sections 46a-56 and 46a-60. If this Contract is deemed a public works contract, the Contractor agrees and warrants that it will make good faith

efforts to employ minority business enterprises as subcontractors and suppliers of materials in performance of the Services.

XVIII AMERICANS WITH DISABILITIES ACT OF 1990

This clause applies to those contractors or subcontractors providing the Services, which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections §12101-12189 and Sections §12201-12213) (Supp. 1993); 47 USCS Sections §225.611 (Supp. 1993) (the "Act"). During the term of this Agreement, the Contractor represents that it is familiar with the terms of the Act and that it is in compliance with the Act. The Contractor warrants that it will hold the District harmless from any liability, which may be imposed upon the District as a result of any failure of the Contractor to be in compliance with the Act. Where applicable, the Contractor agrees to abide by the provisions of Section §504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

XIX MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut.
- D. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by all parties.
- E. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered: (1) personally (2) by a nationally recognized overnight delivery service or (3) by the United States Postal Service, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To the District:

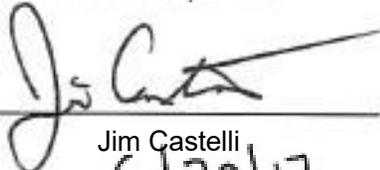
Vernon Board of Education
30 Park Street
Vernon, CT 06066

To the Contractor:
First Student, Inc.
3 Ricom Way
Providence, RI 02909

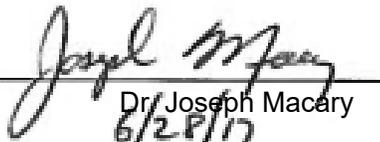
- F. No failure by the District to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.
- G. This Contract may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart. A signature upon this Contract delivered by facsimile or other electronic means shall be as effective for all purposes as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives to this Contract for Transportation Services as of the day and year first written above.

CONTRACTOR
FIRST STUDENT, INC.

By 
Jim Castelli
6/20/17

DISTRICT
BOARD OF EDUCATION OF THE TOWN OF VERNON, CONNECTICUT

By 
Dr. Joseph Macary
6/28/17

**Vernon Public Schools
Contract for Transportation Services
July 1, 2017 to June 30, 2022**

EXHIBIT A

SCHOOLS

**Rockville High School
70 Loveland Hill Road**

**Vernon Center Middle School
777 Hartford Turnpike**

**Center Road School
20 Center Road**

**Lake Street School
201 Lake Street**

**Maple Street School
20 Maple Street**

**Northeast School
69 East Street**

**Skinner Road School
90 Skinner Road**

EXHIBIT B

PRICE SCHEDULE

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the transportation services, hereby proposes and agrees to fully perform the transportation services within the time stated and in strict accordance with the Proposal Documents and the "Contract for Transportation Services," including furnishing any and all labor and materials, and to do all of the transportation services required to complete said transportation services in accordance with the Proposal Documents and the "Contract for Transportation Services," for the following sum of money:

ASSIGNED STOP TO SCHOOL AND SCHOOL TO ASSIGNED STOP (COST PER VEHICLE PER DAY, MAX. 4 HOURS)

	# OF VEH.	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
TYPE I	18	\$253.10	\$259.43	\$265.92	\$273.90	\$282.12
TYPE II	30	\$229.56	\$235.30	\$241.18	\$248.42	\$255.87
VAN	TBD	\$214.56	\$219.92	\$225.42	\$232.18	\$239.92
TYPE II LIFT	4	\$253.10	\$259.43	\$265.92	\$273.90	\$282.12

COST PER HOUR (EXCESS TIME OVER 4 HOURS; MID DAY RUNS, LATE RUNS, ETC.)

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
TYPE I	\$49.44	\$50.68	\$51.95	\$53.51	\$55.12
TYPE II	\$49.44	\$50.68	\$51.95	\$53.51	\$55.12
VAN	\$49.44	\$50.68	\$51.95	\$53.51	\$55.12
TYPE II LIFT	\$49.44	\$50.68	\$51.95	\$53.51	\$55.12

CHARTER TRIPS/FIELD TRIPS (COST PER HOUR)

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
COST/HOUR	\$51.45	\$52.74	\$54.06	\$55.68	\$57.35
MINIMUM	2 Hours				

BUS MONITORS(COST PER HOURS)

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
COST/HOUR	28.00	28.70	29.42	30.30	31.21
MINIMUM	2 Hours				

VERNON PERFORMANCE BOND COST PER VEHICLE PER DAY

	# OF VEH.	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
COST	52	\$1.50	\$1.55	\$1.60	\$1.65	\$1.70

FIRSTVIEW APP AND FIRSTACTS

The Contractor shall provide the District the use of FirstView App and First ACTS for \$1.00 per day per vehicle for all Vehicles in the School District.

For the purposes of this proposal, a Type I bus is a 65-77 passenger school bus, a Type II bus is a 16-21 passenger school bus, and a Van is a 7- 9 passenger van. Other vehicle options such as 35 passenger vehicles and vehicles with storage may be negotiated prior to executing a contract.

The pricing system used in the Contract for all school transportation is based upon the length of day the specific Vehicle is in use on behalf of the District. The length of day will be based upon time, defined as from leaving the Contractor's facility, as proposed in this Proposal, to returning to the Contractor's facility, as proposed in this Proposal. It is the intent of the District to pay for the use of the Vehicle while it is in use for the District. In all cases the determination of the times rests with the District. The excess hourly rate is based upon time, and shall be billed in 15-minute intervals. Support for any "excess billing" shall be supplied to the Districts as requested, and included in the monthly invoice.

Exhibit D

Vernon School District

District Enrollment

Page 1

As of November 17, 2021

School	School Name	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	SP	Other	Total
0111	Lake Street School	0	41	45	41	46	49	33	0	0	0	0	0	0	0	0	0	255
0211	Maple Street School	4	48	33	57	39	33	49	0	0	0	0	0	0	0	0	0	263
0311	Northeast School	0	44	32	29	22	37	29	0	0	0	0	0	0	0	0	0	193
1011	Skinner Road School	27	48	47	47	35	54	40	0	0	0	0	0	0	0	0	17	315
1411	Center Road School	43	78	56	68	70	57	61	0	0	0	0	0	0	0	0	35	468
5111	Vernon Center Middle School	0	0	0	0	0	0	0	250	242	225	0	0	0	0	0	0	717
6111	Rockville High School	0	0	0	0	0	0	0	0	0	0	251	248	226	223	0	0	948
9011	Next Step	0	0	0	0	0	0	0	0	0	0	0	0	0	13	0	0	13
9500	Other	5	15	14	21	20	24	13	27	41	31	57	59	50	48	0	3	428
9911	OUT OF DISTRICT	0	0	0	0	2	1	5	2	0	2	2	2	2	7	0	0	25
Totals		79	274	227	263	234	255	230	279	283	258	310	309	278	291	0	55	3625

Other: Magnet, Charter, Technical, Homeschooled & Private School students.