

**Brooklyn Board of Education
Eastford Board of Education
School Transportation Services**

Bid specification and documents are herein enclosed.

- I. Bid Specifications**
- II. Appendices**
- III. Bid Forms**

Sealed bids for school transportation services for daily runs and special transportation for the Brooklyn Board of Education, the Eastford Board of Education, both collectively and individually, will be received at the **Office of the Superintendent of Schools, Brooklyn Public Schools, 119 Gorman Road, Brooklyn, CT 06234 until 2:00 PM, on January 21, 2020** at which time they will be opened and read aloud.

A **mandatory pre-bid conference** will be held on **December 19, 2019 at 3:00 PM** in the **Office of the Superintendent of Schools, Brooklyn Public Schools, 119 Gorman Road, Brooklyn, CT 06234.**

Should any prospective bidder desire **clarification or interpretation of any item** in the invitation to bid or bid specifications, he/she should request such in writing from the **Office of the Superintendent of Schools, Brooklyn Public Schools, 119 Gorman Road, Brooklyn, CT.** All requests for clarification or interpretation must be received **no later than January 2, 2020 at 12:00 PM.** The question asked and the answer given **shall be in writing and shall be sent or given to all known bidders.** The Brooklyn Board of Education and the Eastford Board of Education shall not be responsible for any alleged oral instructions or contract interpretations given to the bidder. Bid specifications will be posted on the Brooklyn Public Schools and Eastford Public Schools' websites. All questions and answers will be posted to the same location by January 3, 2020.

The Brooklyn Board of Education and the Eastford Board of Education are Equal Opportunity Employers.

Section I – Bid Specifications

Section A – Bid Specifications:

1. **Response Date** – Sealed bids for school transportation of school children will be received at the **Office of the Superintendent of Schools, Brooklyn Public Schools, 119 Gorman Road, Brooklyn, CT 06234 until 2:00 PM on January, 21 2020** at which time they will be opened and publicly read. Bids received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of bids received later than that date and time will not be considered.
2. **Sealed Envelopes** – Each bidder shall submit two (2) copies of its bid response in a sealed envelope and plainly marked “Proposal Brooklyn and Eastford Boards of Education – School Transportation Services.”
3. **Mandatory Pre-Bid Conference** - A mandatory pre-bid conference will be held on **December 19, 2019 at 3:00 PM** in the **Office of the Superintendent of Schools, Brooklyn Public Schools, 119 Gorman Road, Brooklyn, CT 06234.**
4. **Interpretation Addendum** – Should any prospective bidder desire **clarification or interpretation of any item** in the invitation to bid or bid specifications, he/she should request such in writing from the **Office of the Superintendent of Schools, Brooklyn Public Schools, 119 Gorman Road, Brooklyn, CT.** All requests for clarification or interpretation must be received **no later than January 2, 2020 at 12:00 PM.** The question asked and the answer given **shall be in writing and shall be sent or given to all known bidders.** The Brooklyn and Eastford Boards of Education shall not be responsible for any alleged oral instructions or contract interpretations given to the bidder.
5. **Bid Forms** – No bid will be accepted as valid unless submitted on official bid forms, as included in the bid specifications provided to all bidders and properly and completely executed.
6. **Bid Pricing** – The transportation services requested in these Bid Specifications covers all vehicles, vehicle operators, equipment and services required to complete the transportation services, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the bidder, and the bid price shall be “all-inclusive.” The Boards of Education shall be responsible for no other charges other than the per vehicle, per day prices set forth in the bid response forms. A collective bid will be accepted for pricing should both Boards of Education contract with one vendor. Individual bids will be accepted should both Boards of Education not agree to contract with the same vendor.
7. **Binding Period** – All bids submitted will be binding for a period of ninety (90) days subsequent to the bid opening.

8. **Record of Performance** – Bidders, to be eligible, must have provided regular transportation services to Connecticut boards of education for at least three (3) years previous to the submission of this bid. Each bidder must list all of the Connecticut boards of education it provides services to, as included in the bid response forms. To satisfy this requirement, the bidder must provide proof of school transportation experience, financial stability and sound management practices. ***The Board, at its sole discretion, may waive this requirement.*** All bidders must provide data to indicate its financial condition, including audited financial statements for the last three years presented in accordance with generally accepted accounting principles. Any confidential financial information submitted must be contained in a separate sealed envelope marked “Confidential Financial Information of _____ (name of bidder).”

9. **Conclusive Evidence** – The submission of the bid shall serve as conclusive evidence that the bidder has satisfied himself/herself as to all requirements outlined in the bid specifications and documents and to all conditions serving to control the execution of any contract that may ensue.

10. **Right to Reject** – The Brooklyn Board of Education and the Eastford Board of Education reserve the unqualified right to reject any or all bids, in whole or in part, to waive any technical defects and informalities in bids, and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of the Brooklyn Board of Education and the Eastford Board of Education and/or the Towns of Brooklyn and Eastford, Connecticut.

11. **Term** – The Boards of Education are seeking a five (5) year bid.

12. **Contract to be Awarded** – The Contract to be awarded will require the contractor, or contractors, to furnish all school transportation services, including vehicles, operators, equipment and any other services required to transport all students authorized by the Boards of Education to and from public, special education programs, vocational agricultural, and vocational technical schools, including prekindergarten, kindergarten, elementary, middle and high school students and also including all trips, including field trips and athletic contests. Each Board of Education will execute an individual contract for each town.

13. **Schools to be Served** – Bids will be received for transportation as part of regular runs of Brooklyn and Eastford students, to and from the Brooklyn Schools and the Eastford School, all Designated High Schools, Technical and Magnet Schools and other schools as may be designated by the respective Boards of Education. The routes for transportation services are to remain as currently practiced by the current contractor of the Boards, unless the Boards authorizes otherwise. The descriptions of such routes may be inspected at the respective Board’s offices during normal business hours.

14. **Taxes** – Bidders shall include neither Federal Excise Taxes nor State of Connecticut Sales Taxes from which the Boards of Education are exempt.

15. **Alternative Bids** – A bidder may supply alternative bids that would save the district(s) money along with the required completed bid proposal. Any money saving proposal must be fully documented and be in full compliance with all applicable law.

16. **Non-Discrimination** – The School Districts shall not enter into any contracts for purchasing with a person, agency, or organization if it has knowledge that such person, agency or organization discriminates on the basis of race, religious creed, national origin, ancestry, age, sex, marital status, sexual orientation, genetic information, or disability in establishing and implementing hiring and employment practices.

17. **Bell Schedule** – Included in Appendix **1 Brooklyn, 2 Eastford**. Please note that these times are subject to change by the Boards, in their sole discretion.

18. **Board Transportation Policy** – Included in Appendix **1 Brooklyn, 2 Eastford**. Please note that these policies are subject to change by the Boards, in their sole discretion.

19. **Right to Negotiate** – Prior to the award of the contract and during the course of the contract, the Boards reserve the right, collectively and individually, to negotiate changes in the scope, terms and conditions and/or cost of the required services as well as changes in the scope, terms and conditions and/or cost of the services offered by bidders to the Boards. As stated herein, the Boards encourage bidders to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive student transportation services on a cost-efficient basis.

Section B – Definition of Terms:

1. **Board or Boards** – shall mean the Brooklyn Board of Education, 119 Gorman Road Brooklyn, CT 06234, and the Eastford Board of Education, 12 Westford Road, Eastford, CT 06242.

2. **School Administration** – shall mean the Superintendent or his/her designee.

3. **School Bus** – shall mean a school bus body and chassis which is licensed by the State of Connecticut to operate as a school bus and which meets, or exceeds all established school bus regulations as promulgated by the State of Connecticut.

4. **School Bus Driver** – shall mean a legally qualified school bus operator, licensed by the State of Connecticut, who is physically, morally and emotionally suitable, and accepted by the contractor and the Board to operate a school bus. Bus drivers are currently unionized in Brooklyn and bidders may be required to comply with the contract.

5. **Bidder** – shall mean any qualified school bus contractor who submits a bid proposal in conformance with the specifications as provided by the Board of Education.

6. **Bid Price** – shall mean the price proposed by the bidder at which the Bidder offers to perform the work described in the bid specifications.
7. **Bid Specifications** – shall mean all documents relating to the development of a proposal for furnishing school transportation services to Brooklyn and/or Eastford students during one or more school years.
8. **Proposal** – shall mean an offer by the Bidder to provide transportation for Brooklyn and/or Eastford school children for a specified period of time at a given price.
9. **Acceptance** – shall mean an offer by the Board(s) to accept the Bidder's proposal to provide transportation for school children in accordance with the specifications as outlined and incorporated into this document.
10. **Contract** – shall mean a formal written agreement signed by the two parties following acceptance by the Board(s) of the bidder's proposal to provide school transportation services for a specified period of time in accordance with the specifications as outlined. Each Board of Education will execute its own contract for services rendered to that specific town and each Board of Education will be invoiced separately for services rendered to that town.
11. **Bus Contractor** – shall mean an individual, partnership or corporation whose proposal has been accepted by the Board and/or Boards and who is under contract to provide school transportation services in accordance with specifications as specified in the contract.
12. **Daily Runs** – shall mean any scheduled bus route that is established for the purpose of transporting students to and from school on a daily basis throughout the school year.
13. **Price Per Vehicle** – shall mean the price per day per vehicle based upon the total of trips in the morning and afternoon. If the number of students being transported is reduced and the number of trips used in transporting students is reduced, then the price per day per vehicle will be reduced proportionately.
14. **Interpretation Addendum** – All requests for interpretation will be contained in an addenda and posted to the both Boards' websites. Failure of any bidder to review any such addenda or interpretation shall not relieve any bidder from any obligations under his/her bid as submitted. All addenda issued will become part of the contract documents.
15. **Bidder Responsibility** – Prior to submitting a bid, each bidder will have inspected the area where the transportation service is to be provided, and is fully acquainted with the conditions and other factors that may be encountered. It is the responsibility of the bidder to have read and be thoroughly familiar with the bid specification (including all addenda) prior to submitting his/her bid. The failure or

omission of any bidder to receive or examine any form, document, or location shall no way relieve the bidder from any obligation in respect to his/her bid.

16. **Compliance** – Bidders are required to submit written evidence of compliance with the rules and regulations of the Equal Employment Opportunity Commission (EEOC) and their policy on affirmative action.

Section C – Scope of Work and Period of Contractual Responsibility

1. **Contract to be Awarded** – Each Board of Education will award and execute an individual contract with the selected vendor(s) regardless of whether the successful bid is collective or individual. The Contracts to be awarded will require the contractor, or contractors, to furnish all school transportation services, including vehicles, operators, equipment, storage and any other services required to transport all students authorized by the respective Board of Education to and from public, vocational agricultural, and vocational technical schools, including prekindergarten, kindergarten, elementary, middle and high school students and also including field trips and athletic contests.

The contractor will provide for transportation services from July 1, 2020 through June 30, 2025 for all students attending public, special education programs, vocational agricultural and vocational technical schools.

2. **Adequate Seating** – The contractor shall furnish a sufficient number of buses to insure seats for all passengers at all times. Standees or overloading of the buses will not be permitted at any time. The estimated number of eligible student riders for the 2020-2021 school year can be found in the Appendix **1 Brooklyn, 2 Eastford** and shall vary throughout the term of the Contract.

3. **Routes & Time Schedules** – The contractor is to provide all routing services in conjunction with the school transportation liaison, to insure the most expedient and safest transportation for all children. This should be achieved through routing software whenever possible.

- Changes in bus routes, stops and time schedules will take place only when properly authorized through the office of the Superintendent of the respective school district. Lack of compliance with this clause shall be considered default under the Contract.

- The contractor shall insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustment will report to the designated bus company supervisor who will take the matter up with the Superintendent or his/her designee of the respective district.

4. **Additional Trips/Bus Runs** – In the event that a Board or Boards considers that additional trips/bus runs, routes or buses are necessary, it may require the contractor,

upon seven (7) days written notice, to furnish buses for such additional trips/bus runs or routes.

5. **Prevailing Rate** – Should additional buses be required during any period of the contract, the cost will be provided at the prevailing rate in force at the time any additional bus goes into service. In the event that the required number of trips/bus runs, routes or buses is reduced, the Board shall receive, as a credit, such amount per bus as set forth in the contractor's proposal.

6. **Bus Routes** – Bus routes are to be arranged so that there will be a separate pick-up time for secondary (Grades 9-12) pupils from the preschool/elementary (grades PreK-8) pupils. The above does not include any special education routes or special runs that may occur from time to time.

7. **Early dismissals** – Early dismissals scheduled and/or non-scheduled due to inclement weather/emergencies that may necessitate additional time beyond the usual maximum of hours will not result in additional cost to any Board of Education. In the event that late starts or early dismissals result in necessitating less time or equipment, the contractor will not be penalized.

Section D – Equipment Required

1. **Equipment:** can be found in the Appendix **1 Brooklyn, 2 Eastford** and may vary throughout the term of the Contract.

2. **Change in Routes** – During the term of the contract, either Board may, from time to time, increase or decrease the number of routes, trips or vehicles. The Board reserves the right to use computerized bus scheduling at its option.

3. **Two-Way Radios** – All buses shall be equipped with two-way radios with a minimum of 50 watts with a frequency dedicated to a location designated in each district. The Contractor shall provide and maintain the needed radio equipment to allow the school offices the ability to communicate with each bus at no cost to the Brooklyn Board of Education. The Eastford Board of Education will provide its own two-way radios which will be installed by the Contractor in their buses. If any vehicle is not equipped with an operating two-way radio, the Contractor shall pay a penalty of fifty (\$50) dollars per occurrence per day to the respective Board of Education.

4. **Video Camera** – All buses will be equipped with digitally activated Video Cameras to be located and authorized solely by administration in each district and the viewing of which is consistent with the Board of Education Policy.

5. **Other Equipment** – In addition to what is specified by the board, all vehicles must be equipped with the following:

- Strobe Warning Lights
- Heated Mirrors
- GLO-PLUGS - Equipment required on all bus engines

- All season radial tires
- Child Check-mate or alternate procedure
- Crossing Gate
- Seat belts in the first three rows on all buses
- STAR Seats
- A Back-up Alarm shall be on all vehicles and will meet OSHA and other applicable State rules and regulations
- Tires on all vehicles shall meet State of Connecticut Motor Vehicle requirements, and the minimum tread allowed shall be 3/32 of an inch at the lowest point, or at the minimum allowed by state law, if greater.
- Each vehicle must have prominent identification of the District displayed
- All vehicles will be equipped with GPS capabilities and zonar navigation system or its equivalent.

6. **State Regulations** – All vehicles will be maintained and equipped in accordance with Connecticut state laws, regulations of the State Department of Education, State Motor Vehicle Department and the Connecticut State Police.

7. **Inspection Program** – The Contractor shall set forth a regular inspection program of all equipment and shall keep written periodic inspections so that the Board of Education or its agent may, at any time, request the written record of the inspection made by the Contractor. Such records will include a specific statement concerning the mechanical condition of each individual bus and shall be on a form provided by the Contractor and approved by the respective Board of Education. The inspection shall be made not less frequently than every 2,000 miles of operation and not less than once a month, whichever is more frequent. Furthermore, the Contractor shall maintain a regular schedule for the servicing of buses, including service and maintenance checks for oil, grease, tires, battery, brakes, and all safety appliances. The Contractor shall maintain a log of all service, repairs, and maintenance performed on all vehicle used in carrying out its obligations under this agreement, which shall be available upon request by the Board or its designee.

8. **Servicing/Repairs** – The Contractor will arrange for the garaging and acceptable locations for vehicle servicing. The Contractor shall assume full responsibility for all repairs to the vehicle. The school authorities will cooperate with the Contractor in investigations to aid in the identification of vandals.

9. **Registration** – All vehicles used in fulfilling the terms of these specifications shall be registered in the respective town serviced. All vehicles used under the Contract shall be stored on a Town-owned lot in their respective towns. The contractor shall not store any vehicles on a respective district lot that aren't under the contract. Upon completion of daily services buses will be “housed” in the respective town. All vehicles will be subject to the control and supervision of the contractor. Buses are not to be used for private use or other activities that are not school related. Contractor is responsible for the safety and security of all vehicles at its sole expense.

10. **Vehicle Information** – The Contractor shall provide to each Board at least one week prior to the start of each school year, and updated as necessary, a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of its duties under the Contract, including: the year of manufacture, make of the chassis, make of body, seating capacity, and V.I.N. number. All Vehicles are to be numbered by the Contractor as designated by the respective Board, and such numbers are to be clearly visible. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the respective Board, it shall be replaced with a newer or equivalent-in-age Vehicle. Such replacements are subject to Board approval.
11. **Vehicle Standards** – All Vehicles must be maintained so as to insure proper starting, good visibility and safe operation during all types of weather. The interior and exterior of all Vehicles must be kept clean and in good repair.
12. **State Inspection** – The Contractor must display a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
13. **Interiors** – The interior of all Vehicles must be kept at comfortable temperatures while transporting students.
14. **Right to Inspect and Ride** – The bus company shall make the buses available for inspection and access to ride.
15. **Discontinue Use** – The Board or its authorized agent reserves the right to require the Contractor to discontinue the use of any bus which in the reasonable judgment of the Board is hazardous, mechanically defective, or subject to frequent delays or breakdowns.
16. **Term of Contract** – During the term of the contract, the Board may, from time to time, increase or decrease the number of routes, trips or vehicles. The Board reserves the right to request the contractor perform computerized bus scheduling.
17. **Bus Evacuation Training** – The contractor shall provide buses without any additional charge or cost to each district twice a year for Bus Evacuation Training or more frequently if required by law.

Section E – Personnel

1. **Driver Selection** – The Contractor shall take the highest degree of care in recruiting and selecting drivers. The Contractor must ensure each driver meets all requirements as listed below. All possible steps in screening should be taken to assure that the students of the school district are being transported by the safest and most responsible drivers obtainable. The Contractor shall be an Equal Opportunity Employer. The Brooklyn Board of Education and the Eastford Board of Education and/or its agents, reserves the right to review all personnel records and personnel used in the performance of the contract and to reject a driver either prior to or during employment.

2. **Unsatisfactory Performance** – In the event that any driver demonstrates unsatisfactory performance, a Board of Education, and/or its agents shall have the right to require the Contractor to replace the driver immediately after notification. The driver shall not provide services to the Board without the approval of the respective Board.
3. **Licensing** – All drivers employed by the Contractor must have a current and valid public service license in compliance with state law and be of excellent character.
4. **Criminal Background Check** – The Contractor shall perform criminal record checks on vehicle operators as described in Section 10-221d of the Connecticut General Statutes and the results of all such criminal record checks shall be reported to the Board.
5. **Physical** – The Contractor shall require each driver to submit a complete physical examination by a qualified physician which shall include a drug screen and a tine test and/or a chest x-ray prior to being employed to operate a vehicle to transport school children in the respective Towns. The Board shall not incur any expenses related to the examination.
6. **Drug and Alcohol Testing** – The Contractor at its own expense shall comply with all federal, state and local laws, rules and regulations regarding drug and alcohol testing and provide proof of compliance to the Board. The Contractor at its own expense shall assume full responsibility for scheduling and monitoring the test results.
7. **Motor Vehicle Accident** – In the event a driver is involved in a motor vehicle accident, the driver may be suspended until such time that an alcohol/drug screen is performed and an investigation of the accident is made by the appropriate authorities. The Superintendent's office of the respective district shall be notified immediately of such accident and, within 24 hours, must receive a written report regarding the accident.
8. **Driver Assignment** – The Contractor shall assign a driver permanently to each route and, except in the cases of emergency, the assigned driver may be changed only with the consent of the respective Board or their agent, which consent shall not be unreasonably withheld. Each driver must become thoroughly familiar with the assigned routes prior to actually transporting students.
9. **Driver and Safety Instruction** – The Contractor will be required to institute a continuing program of driver and safety instruction. The program shall be a minimum of ten (10) hours per school year and include a Student Management Section. The driver training program shall be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified and certified instructor. The Contractor will keep a log on training given to each driver, and each Board reserves the right to inspect such logs and to attend driver training sessions as observers.

10. **Safety Meeting** – The Contractor shall institute a continuing driver safety program within a minimum of one (1) safety meeting per month.

11. **Key Contact Person** ---The contractor shall provide a contact person who will handle the day to day administration of transportation purposes to the Board(s). Such contact person shall be in a managerial position and located in the Contractor’s office or bus lot at each Board’s discretion.

12. **Driver Information** – The Contractor agrees to furnish to each Board, prior to the opening of school each August, and thereafter prior to the employment of other school bus operators, the following information:

- Name of operator
- Residence address/telephone number
- Copy of physical examination
- Record of previous driving experience
- Report on any previous motor vehicle violations
- Date and number of current Public Service Operator’s License
- School Bus Route Assignment
- Certification that the operator has successfully completed and passed the State of Connecticut’s School Bus Proficiency Testing and company evaluations have been performed annually.

13. **Approved Drivers** – The Contractor shall file and maintain a list of approved drivers and substitute drivers with the Superintendent of the respective district, and no person may operate a vehicle in a school district whose name does not appear on the approved list, except in the cases of a bona fide emergency.

14. **Substitute Drivers** – The Contractor shall be responsible for providing acceptable substitute drivers whenever necessary to meet the terms of the contract. Individual drivers shall not be allowed to provide their own substitutes. It shall be the responsibility of the Contractor to have each substitute driver fully knowledgeable of the route and stops of any particular route. The Contractor shall notify school officials at a reasonable time when a substitute driver is covering any route.

15. **Operation of Motor Vehicles – State Laws** – Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard, at all times, for the knowledge and conformance with existing local and state laws governing the operation of motor vehicles upon all roadways.

16. **Tobacco/Vape Products Prohibited** – Drivers shall NOT carry or use any tobacco/vape products on school buses at any time.

17. **Phones** - Phones should be used only in emergency situations and in accordance with State Laws.

18. **Authorized Eligible Riders** – Drivers are responsible for limiting passengers only to those who are eligible to ride.
19. **Capacity of Buses** – Drivers shall not operate a vehicle carrying school children in excess of its rated capacity.
20. **Accidents/Injuries** – Drivers shall report accidents or injuries immediately to the Contractor. The Contractor shall immediately inform the Superintendent's office of the respective district, and within 24 hours, submit a written report regarding each accident or injury to the office.
21. **Continuing Employment** – In the interest of continuity, the Contractor shall extend consideration to current drivers working on the Board's bus transportation who so choose to apply for driving positions with the Contractor, and who meet the Contractor's employment requirements.

Section F – Spare Equipment/Personnel

1. **Spare Drivers** – The Contractor shall at all times during the period of the contract provide a sufficient number of spare drivers and buses to be used in the event of accidents, breakdowns, delays, emergencies, driver absences, etc.
2. **Bus Monitors** – The Board may hire bus monitors, at its own expense. The Contractor shall allow such bus monitors on the vehicles as required by the Board.

Section G – Compliance with Laws and Regulations

The Contractor and drivers shall be required to comply with the laws, rules, regulations and policies of the federal, state, and local governments, including those of the Town of Brooklyn and the Town of Eastford pertaining to school transportation services. It shall be the responsibility of the Contractor to provide training to all personnel employed to insure they are familiar with all the laws, rules, regulations and policies, as well as the routes, school location and any other information the school district may publish pertaining to transportation.

Section H – Indemnification

The Contractor shall defend, indemnify and hold the Boards, the Towns of Brooklyn and Eastford and their respective officials, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee (including attorneys' fees) which result from, or arise out of the performance of the Contractor, any employee, agent or personnel or breach of the obligations of the Contractor, any employee, agent or personnel under this Contract. The prevailing party in any judicial action brought to enforce or interpret this Contract or for relief for its breach shall be entitled to recover its costs and its reasonable attorneys' fees incurred to prosecute or defend such action.

Section I – Failure of Operation

1. **Failure of Equipment** – The Contractor cannot fail to make any run or trip in accordance with the approved schedule because of failure of equipment or personnel. The Board of Education may deduct from the monthly invoice a sum equal to the payment for any service not provided. In the event an established route cannot be completed to or from school, another bus shall be sent to complete the route, or the children shall be returned to their respective schools.
2. **Schedule/Compliance** – Arrival after the start of the scheduled student day in the morning or fifteen (15) minutes or more after scheduled afternoon dismissal time shall constitute failure to provide a run or trip. The “fifteen minute rule” becomes null and void during inclement weather and at other times when hazardous conditions exist. Safety of the children must, at all times, take precedence over all others, including time schedules.
3. **Unauthorized Stops** – If any student is dropped off at an unauthorized stop, or if any driver fails to make all authorized stops on any assigned route, this action shall also constitute a failure to provide a trip or run. If any student is dropped off at an unauthorized stop, or if any driver fails to make all authorized stops on any assigned route, this action shall also constitute a failure to make a run or trip and may result in a \$50.00 penalty.
4. **Incorrect Bus** – If a student is on an incorrect bus the driver will immediately notify the school office via radio and return the child to school after completing the run.
5. **The School Year** – The contract will apply to all days when school is in session between July 1 and June 30 of any given year.

Section J – Insurance

1. **Insurance** – The Contractor shall maintain in force during the term of the Contract a policy, or policies of insurance, as follows:

Commercial General Liability (for bodily injury and property damage liability):

General Aggregate: \$2,000,000

Products/Completed Operations Aggregate: \$1,000,000

Occurrence Aggregate: \$1,000,000

Automobile Liability (for bodily injury and property damage liability):

Each Accident: \$1,000,000

Excess (Umbrella Liability) Liability (for bodily injury and property damage liability): \$10,000,000

Workers’ Compensation and Employer’s Liability:

Statutory Workers’ Compensation

\$100,000 each accident

\$500,000 disease-policy limit
\$100,000 disease-each employee.

The policy shall name as additional insured's the respective Town, and the Board of Education of that town, and their respective agents and employees. A copy of the policy shall also contain a provision requiring a minimum of thirty (30) days written notice to the Board prior to any change therein or cancellation thereof. The Contractor's policy must have sexual abuse and molestation coverage.

2. **Proof of Insurance Coverage** – The Contractor shall provide proof of insurance at the beginning of each school year.

Section K – Closings and Unexpected Conditions

1. **School Closings** – Weather conditions or other emergencies which require closing of school or delayed openings will be determined by the Superintendent of Schools or a designee of the respective town.

2. **Unexpected or Emergency Conditions** – No change, elimination or consolidation, except to meet unexpected or emergency conditions will be made until after the Contractor has been given the opportunity to confer with the Board of Education or its agent with respect thereto at least one day in advance of such change, elimination or consolidation.

Section L – Delays and Complaints

1. The Superintendent or designee of the respective town shall be notified of all delays of more than 15 minutes as soon as possible but not later than the close of the workday on which they occurred.

2. The Contractor will investigate all complaints, keep a written log of such complaints and will report any action taken to the Board or any authorized agent within twenty-four (24) hours from such action.

Section M – Payments and Compensation

1. **Contractor's Compensation** – The Contractor's compensation for the performance of the obligations hereunder shall be based on the number of buses furnished by the Contractor at the per diem rate per bus as set forth in the Contract.

2. **Monthly Invoices** – The Contractor shall submit monthly invoices to the respective Board of Education reflecting the actual number of days for which service was provided in such detail as the respective Board of Education shall require. Payment shall be made within thirty (30) working days after invoices have been received for the preceding month.

3. **Contract Price** – The Contract price payable for each Vehicle will be attached hereto and incorporated herein. **Under no circumstances is Contractor authorized to charge overtime to the Board.**

4. **Withholding of Payments** – The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of this Contract. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the Board. This provision shall not apply in times of inclement weather or other times when hazardous conditions exist or the safety of the Students is involved.

5. **Acceptance by Contractor** – Acceptance by the Contractor of payments shall release the respective Board of Education and Town from all claims and all liability to the Contractor in connection with this contract arising during the period of which the payment is made. No payment shall release the Contractor, sureties, or insurers from any obligation under contract or the performance and payment bond or any insurance policies issued in connection with the contract.

Section N – Fuel

1. Each Board of Education shall arrange for the purchase, delivery and payment of all fuel to the fuel tank located on Town Property, and the fuel stored therein shall be used exclusively by the Contractor to fuel the operation of those school buses under contract to the respective Board of Education for the performance of services required pursuant hereto.

2. The Contractor agrees to maintain a daily record showing the date, number of gallons received by each vehicle designated by bus number and the odometer reading. The Contractor shall provide these records to the respective Superintendent or the Board of Education on a monthly basis.

3. No vehicle shall be fueled while passengers are on board.

Section O- Independent Contractor

The Contractor shall not be held or deemed in any way to be the agent or employee of the Board. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Section P – Responsibility for Students and Discipline

1. **Supervision of Students** – The Contractor shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student starts to enter the school bus

and shall be deemed to have ended when the student has completed alighting from the bus.

2. **Students on Board** – Drivers will remain seated in the driver’s seat at all times while children are loading or unloading and shall not leave the bus while the motor is running. Under no circumstances may the driver leave the vicinity of the bus with students aboard. Drivers shall be certain that children board or leave a bus only when it is stopped.

3. **Disciplinary Infractions** – In the event of extreme disciplinary infractions by students on buses which in any way imperil safe operations, the Contractor shall require that operators shall stop the bus and not proceed until discipline is voluntarily restored. The Contractor’s office is to be immediately alerted via radio. The driver shall also report all such occurrences to the respective school office via radio and the driver shall notify the school administration through bus incident report of concern for action. However, under no condition shall a student be “put off” the bus either on the way to school or on the way home as punishment by the driver. The driver shall be in full charge of the bus and shall allow no misbehavior. The names of any students who misbehave or who cannot be managed by the bus driver shall be reported to the School Administration on forms provided by the respective Board of Education.

4. **Right to Ride** – Bus drivers do not have the authority to refuse any child, who is eligible for transportation, the right to ride. Matters, which necessitate a withdrawal of bus privilege, will be reported as soon as possible to the Contractor who will handle the matter through the School Administration.

5. **Tobacco/Vaping Products** – Smoking or the use of any tobacco/vaping products by the driver or student shall not be allowed on buses at any time.

Section Q – Routes and Time Schedules

1. **Establishing Routes** – The Contractor is to develop and submit all bus routes with input from the respective Superintendent or his/her designee, to insure the most expedient and safest transportation for all children. The work shall be completed no later than ***July 15 of a contract year.***

2. **Review** – All bus routes and time schedules shall be subject to the review and approval of the respective Board of Education or their designee.

3. **Changes in Routes/Schedules** – Changes in bus routes and time schedules will take place only upon approval through the Office of the Superintendent of that district.

4. **Adherence to Established Routes** – The Contractor shall insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustment will report same to the bus Contractor who will take the matter up with school administration.

5. **New Routes**– If a new route is added, drivers must complete at least one trial run over the route they are scheduled to drive prior to school opening so as to familiarize themselves with the road conditions and location of stops.

6. **Altered Routes** – The Board of Education reserves the right to add, delete, or alter routes during the period of the contract within the general estimate of minutes to be operated and the total number of passengers to be transported.

7. **Schedule Awareness** – The Contractor shall be aware that at times schools will operate on a reduced time schedule and shall, therefore, be prepared to provide for such deviations.

8. **Roads** – Routes for the transportation of school children to schools shall be limited to roads, which are owned and maintained by the State of Connecticut and/or the respective.

Section R – Special Trips

The Contractor agrees to furnish upon request, and in accordance with rates provided for in the transportation bid form and made part of the contract, such buses as the school system may need for transporting school children on field trips during the school day, for transporting students to athletic events and other school-sponsored activities, either in or outside of the Town. Billing for special trips will be on a monthly basis as part of the regular billing schedule and as specified by the respective Board of Education.

Section S – No-Assignment of Contract

The rights of the Contractor under the Contract shall not be assignable nor the duties assigned, delegated or in any way transferred by the Contractor in whole or in part, without prior written approval of the respective Board of Education, which shall be given in the Board’s sole discretion. Any attempted assignment or transfer shall be void.

Section T – Financial Audit

The Superintendent or other representative of a Board of Education, upon reasonable notice, may inspect, during normal business hours, at the Contractor’s place of business, Contractor records including but not limited to:

- Records relating to vehicle preventive maintenance, major and minor repairs and replacement of worn equipment and tires.
- Payroll and personnel records for employees of the Contractor who perform work related hereto.

Section U – Default and Termination of Contract

1. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the respective Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required under Section J; (j) fails to provide the Performance Bond required under Section X; or (k) fails to comply with any other term or condition contained in the Contract, the Board shall have the remedies described below.

2. The respective Board shall have the right to terminate the Contract upon written notice to the Contractor.

3. In addition to the remedy to terminate the Contract as described in Section U 1 and 2 above, the respective Board may impose non-performance penalties in the event that financial remedies are needed to ensure a high-quality transportation service. Prior to the implementation of any penalty, the respective Board will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty. It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the respective Board to terminate this Contract and that in the event of termination; the above penalties will be applied and assessed for the full period of any non-compliance during the school year. In view of the difficulty the respective Board will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

- If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the respective Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater.
- If the Contractor does not supply the necessary spare vehicle to perform the services within thirty (30) minutes, the respective Board shall deduct from the monthly payment the pro-rata cost of the vehicle for that day, plus a \$50.00 penalty.
- This Contract envisions a quality, responsive transportation program that minimizes the respective Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the Contractor of such

problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.

- If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Board and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
- The Board requires that all buses that are utilized in the performance of this Contract have operating two-way radios. A \$50 per day per bus penalty shall be assessed for any vehicle which does not comply with this requirement.
- Failure by the Contractor to provide the necessary drivers or buses for extra-curricular transportation will result in non-payment by the Board for the trip, a \$50 per missed trip penalty deduction from any payments due to the Contractor under this Contract, and a reimbursement to the Board for any financial damages that the Board may incur as a result of the missed trip (e.g., referee fees, entrance fees, etc.). No penalty would be charged if the Contractor secures another bus company approved by the Board to provide the transportation.
- Students must be picked up in the AM in a timely and consistent manner and students must be delivered home in the PM in an efficient manner. If a bus is more than fifteen (15) minutes late in the AM or PM, the Board reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the penalty will not be assessed.
- Students must be dropped off at authorized stops and drivers must make all authorized stops. If any student is dropped off at an unauthorized stop or if any driver fails to make all authorized stops on any assigned route, the Board reserves the right to deduct \$50 from the monthly billing.
- In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, the respective Board shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and the Contractor is responsible for financial liability to the Board.

4. The above remedies are in addition to any other remedies a Board may have.

5. In the event of Contract termination by a Board, that Board's payment obligation shall cease as of the final date on which transportation services in accordance with this Contract are last performed by the Contractor.

6. Upon termination of this Contract pursuant to this Section, the Contractor (and its surety) will be responsible for indemnifying the respective Board for all of the Board's costs, expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract, including any and all increase in costs for transportation service for the duration of the term of the original Contract.

Section V- Security for Contractor's Obligations

The Contractor shall furnish to each Board a Surety Performance Bond/Letter of Credit/Other Security Accepted by the Board ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the respective Board assuring the faithful performance of the Contract. The Bond shall be equal to thirty percent (30%) of the amount approved by the Board of each year's estimated Contract price as reviewed and agreed upon by the Board, and shall be continued for the life of this Contract in amounts equal to thirty percent (30%) of each year's estimated Contract price as reviewed and agreed upon by the Board. The Contractor must send such Performance Bond to the Board prior to the commencement of each school year. Each such Performance Bond shall be furnished by either: for a surety performance bond, a surety company acceptable to the Board and licensed or authorized to do business in Connecticut or for a letter of credit, a financial institution acceptable to the Board and with an office in Connecticut. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the Board. Should the Contract price for any year increase during the year, the Board may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of the school year.

Section W- Miscellaneous

1. 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. Any changes to this Contract must be in writing signed by both parties to be effective. Any and all agreements made by the parties to amend, change, extend, revise or discharge this contract, in whole or in part and on one or more occasions, shall not be invalid or unenforceable because of a lack of consideration, provided the agreement or agreements to amend, extend, revise or discharge this contract are in writing and signed by the parties.

2. This Contract and addendum attached hereto constitutes the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.

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

4. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To Board:

Brooklyn Board of Education
119 Gorman Road
Brooklyn, CT 06234
Attention: Patricia Buell

Eastford Board of Education
P.O. Box 158
12 Westford Road
Eastford, CT 06242
Attention: Donna Leake

To Contractor:

Contractor
Street Address
Town, State zip code
Attention:

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at _____, CONNECTICUT, the ____ day of _____, 2020.

CONTRACTOR

BOARD
BROOKLYN BOARD OF EDUCATION

By _____

By _____

CONTRACTOR

BOARD
EASTFORD BOARD OF EDUCATION

By _____

By _____

Brooklyn Appendix 1

Bell Schedule: Brooklyn Elementary Drop off 8:30-8:45 Dismissal 3:15-3:30
Brooklyn Middle School Drop off 8:30-8:4 Dismissal 3:15-3:30
Brooklyn Preschool AM Drop Off 8:30-8:45 AM Dismissal 11:30
PM Drop Off 12:30 PM Dismissal 3:15

Board of Education Policy access Brooklyn Policies by visiting the website:

<http://z2policy.cabe.org/cabe/Z2Browser2.html?showset=brooklyn>

brooklyn \ STUDENTS – SERIES 5000 \ 5131.1 Conduct

brooklyn \ STUDENTS – SERIES 5000 \ 5131.11 Video Cameras on Buses

Bus Routes access Brooklyn Bus Routes by visiting the website:

http://www.brooklynschools.org/district_information/transportation

Equipment Required: Currently we use 14 buses, 2 lift vehicles

- Six (6), seventy-two (72) passenger buses, access to and pricing for accessible buses when needed
- Two (2) eighty-four (84) passenger buses.
- One (1) spare, seventy-two (72) passenger bus as a substitute vehicle and used to transport athletic teams to area contests and field trips as needed.
- The buses shall be diesel powered and equipped with automatic transmission, power steering and air brakes with automatic slack adjusters. (see bid packet for additional details)
- No equipment used will be more than eight (8) years old during the life of the contract.
- Not more than one bus will be used for summer school run.

School Calendar: is available on line at

http://www.brooklynschools.org/UserFiles/Servers/Server_169789/File/2019-20%20Brooklyn%20Schools%20Calendar%20-%20YearlyEventCalendar.pdf

Brooklyn Students: 900 elementary/middle school students

428 high school students who attend Killingly High School,
Woodstock Academy, Ellis Technical School, ACT, QMC
13 Out of district placements

Eastford Appendix 2

Bell Schedule: Eastford School

AM Start Time 8:40

Late Open AM Start Time 10:40

PM End Time 3:20

PM Early Close End Time 12:30

Board of Education Transportation Policies:

You may click on the below link to access electronically, or you may find them on the school's website www.eastfordct.org under the 'Board of Education Policies' tab, policies 5131.1 and 5131.111

<https://www.eastfordct.org/cms/lib/CT02204107/Centricity/Domain/1184/5131.1%20TRANSPORTATION%20POLICY%20and%20regulations.pdf>

<https://www.eastfordct.org/cms/lib/CT02204107/Centricity/shared/files/72829/5131.111%20video%20surveillance%20.pdf>

School Calendar: Eastford School is in session 182 days. Contractor is also responsible for providing transportation for students to Woodstock Academy and other designated schools for which transportation is provided. These calendars may vary slightly from the elementary schedule and will need to be accommodated.

Eastford Students: Currently 150 elementary students and 57 high school students

Equipment Required:

- Two (72) passenger buses, access to and pricing for accessible buses when needed
- One (1) spare, seventy-two (72) passenger bus as a substitute vehicle and used to transport athletic teams to area contests and field trips as needed.
- The buses shall be diesel powered and equipped with automatic transmission, power steering and air brakes with automatic slack adjusters (see bid packet for additional details.)
- No equipment used will be more than eight (8) years old during the life of the contract.
- Not more than one bus will be used for the summer school run.
- Van(s) as needed for transporting special education students to alternate locations as required.

Appendix 3

Contract Documents

Each RFP submission must include:

1. Executed Proposal Documents
2. Written evidence of compliance of rules and regulations of the EEOC
3. Record of Performance with other Boards of Education
4. Non-collusion Statement (signed and notarized stating that the proposal is made without any connection with any other person or persons making any proposal for the same items, that it is made in all respects fair and without collusion or fraud)
5. Documentation of Pending Litigation (if any)
6. Appendix 4 Bid price and Contract for Services Price Schedule and Certification

Appendix 4

The undersigned, having been 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 Schedule, including furnishing any and all labor and materials and to do all of the transportation services required to complete said transportation services for the following sum of money: Combined; Brooklyn; Eastford:

CONTRACT FOR TRANSPORTATION PRICE SCHEDULE
(complete one for each district and one combined)

Vehicle 2024-25	2020-21	2021-22	2022-23	2023-24
72 passenger per day per vehicle price				
48 passenger per day per vehicle price				
Price for vehicles on days when a single tier is needed				
Field Trip/Other Runs				
Special Education Runs				
Lift vehicle per day				
Mid-Day PK Run (Brooklyn)				

The Board reserves the right to change, delete, add, or otherwise modify such transportation services and the Proposer must be prepared for and able to conform and agree that such described transportation services will be provided under the Contract with the same or lower number and type of Vehicles that are currently utilized, unless otherwise authorized by the Board. The above prices are based on a per day per Vehicle basis, unless noted otherwise.

_____ Signature of proposer _____ Date

_____ Proposer's Name (Typed or Printed)

_____ Address of proposer

CERTIFICATION

The Proposer has read and understood the proposal documents including the information included in all appendices and addendum: _____, if any (if none, state NONE) and its Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of _____, that, as the Proposer under these Proposal Documents, all of the information and material supplied to the Board as required by these Proposal Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false or an attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the contract.

Signature _____ Date _____

Name _____ Title _____

Notary Public Seal

Proposer Information

Company _____

Address _____

City _____ State _____ Zip _____

Telephone_____

Fax_____