



TORRINGTON BOARD OF EDUCATION
REQUEST FOR PROPOSALS #2018-0012
For
2018-2023 Bus Transportation Services

RFP Issue Date: **May 25, 2018**

Proposal Due Date: **Friday, June 12, 2018, 1:00 PM**

QUESTIONS: In writing **only**, via e-mail at rforzano@torrington.org. No questions will be accepted after June 1, 2018

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ARTICLE I. Invitation to Submit

Pursuant to the terms and conditions of this Request for Proposals (“RFP”), the Torrington Board of Education (the “Board”) is pleased to announce this invitation to providers of transportation services for submission of proposals for student transportation services commencing on July 1, 2018.

This RFP seeks proposals for regular daily transportation services, out-of-district special education transportation, and extracurricular and field and sport trips transportation services for City students as further described in this RFP (collectively, the “Transportation Services”).

The Board reserves the right to waive technical defects in Proposals (as such term is hereinafter defined), to reject any and all Proposals, in whole or in part, and to make awards, in whole or in part, including accepting a Proposal or a part of a Proposal, although not the lowest Proposal, that in its sole and absolute judgment, will be in the best interest of the Board. The Board also reserves the right to reject any or all Proposals and re-solicit Proposals through and until the award and execution of the Contract (as such term is hereinafter defined).

The Board also reserves the right to interview and negotiate with one or more Proposers after the Proposals are opened.

The Contract shall be for a term of five (5) years beginning on July 1, 2018 and terminating on June 30, 2023 (the “Term”).

The anticipated enrollment for the 2018-2019 school year is approximately 4,300.

In addition to the foregoing, Proposals for Transportation Services shall set forth separate amounts for the annual cost of a performance bond (or proposed security method) guaranteeing 100% of the Contract performance for each year of the Contract (the “Performance Bond Amount”).

ARTICLE II. Definitions:

- A. “Addendum/Addenda” means written documents issued by the Board, which modify the RFP by additions, deletions, clarifications, or corrections.
- B. “Alternate Conditions” are the conditions upon which the Alternate Price Proposal is based which conditions are described in Article VI, B.
- C. “Alternate Price Proposal” means the alternate price, identified as the “Alternate Proposal Price” reflected on the Proposal Form and submitted as part of a Proposal, for which the Proposer offers to perform the services and work described in the Proposal Documents on the basis of the Alternate Conditions.
- D. “Contract” means the transportation services agreement executed by and between the Board and the Proposer awarded the Transportation Services, which agreement shall be in the form attached hereto as Exhibit B and made part hereof.

- E. “Contractor” means the Proposer who is selected by the Board to provide the Transportation Services and executes the Contract.
- F. “Proposal” means a submission by a Proposer to provide Transportation Services that conform to the Proposal Documents.
- G. “Proposal Documents” means the Request for Proposal, together with all exhibits thereto and any Addendum or Addenda.
- H. “Proposal Price” means the price, identified as the “Proposal Price” reflected on the Proposal Form and submitted as part of a Proposal, for which the Proposer offers to perform the services and work described in the Proposal Documents.
- I. “Proposer” means the person or entity who submits a Proposal.
- J. “Request for Proposals” or “RFP” means this Request for Proposals as published.

Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

ARTICLE III. Instructions to Proposers:

- A. Proposals from Proposers shall be for the furnishing of Contractor-owned vehicles, and all vehicle operators, equipment, and services necessary or required to perform the Transportation Services, which Transportation Services include, without limitation, the services described in Article V of this RFP.
- B. The execution and submission of a Proposal is deemed an acknowledgment that the Proposer has full knowledge of, and agrees with the general specifications, conditions, and requirements of the Proposal Documents.
- C. Proposals must be mailed or hand delivered to **Rose Forzano, Interim Business Manager, Torrington Public Schools, 355 Migeon Avenue, Torrington CT, 06790** in an envelope or box, clearly marked “Proposal #2018-0012 Proposal for Torrington Board of Education 2018-2019 Bus Transportation Services”. Delivery by FedEx, UPS or Hand-Delivery is recommended.
- D. A Proposer must submit its Proposal in a sealed envelope or box marked with the Proposer’s name and address in the upper left hand corner.
- E. The Proposer shall submit three (3) physical copies of the bid response with one (1) copy marked as “Original” **and** an electronic copy of its Proposal.
- F. The Proposals shall be submitted no later than June 12, 2018 at 1:00 p.m.(the “Proposal Deadline”). Proposals received later than the Proposal Deadline **will not be** considered and will be returned unopened. Amendments to, or withdrawals of, Proposals, which amendments or withdrawals are received by the Board after the Proposal Deadline, **will not be** considered.

- G. 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 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 with which the Board might publish.
- H. The Board reserves the right to withdraw this RFP, waive the technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such award, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the lowest financial Proposal, that in its judgment will be in the best interest of the Board.
- The Board also reserves the right to interview and negotiate with one or more Proposers after the Proposals are opened. To the extent the Board negotiates with any Proposer, no such negotiations will modify the requirements of this RFP, the Contract or such Proposer's Proposal unless such modification is evidenced in writing signed by both the Board and the Proposer.
- I. A Proposer must submit proof with its Proposal for Transportation Services that it can obtain a Performance Bond in the amount of 100% of the compensation to be paid to the Contractor in the first year of the Contract. As an alternative to providing a Performance Bond, the Proposer may offer to provide a comparable security method which the Board may or may not agree to accept in its sole discretion. This offer of alternative security may be included in a pricing schedule submitted with the Proposal. 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 the Torrington Board of Education.
- .J. Each Proposer is required to make sure it obtains the information it needs to make a responsive and responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made by email to: rforzano@torrington.org, prior to 4:00 p.m. on June 1, 2018. A written request **does not** in any way diminish a Proposer's responsibility to obtain the information that it needs to answer the RFP.
- K. Any modification to the Proposal Documents will be made by Addendum/Addenda. Any Addendum/Addenda will be posted by June 5, 2018 on www.Torrington.org. Each Proposer shall confirm it has received all Addenda by executing and submitting as part of a Proposal the Certification attached hereto as Exhibit E and made a part hereof.
- L. The Proposer will submit both a Proposal Price and an Alternate Proposal Price for the regular daily transportation services.

ARTICLE IV. Proposal Requirements:

- A. Proposals shall be submitted with all of the information described in this Article IV.
- B. Each Proposal shall include a list of the Proposer's current clients. Each Proposer must read and fill out the reference check form, a copy of which form is attached hereto as Exhibit C and made a part hereof ("Reference Check"), and submit the completed Reference Check with its Proposal. The Proposer, by submitting a Proposal, hereby authorizes the Board, or the Board's authorized agent, to contact the references listed on the Reference Check, without obtaining any other consent from the Proposer. The submitted Reference Check is incorporated into, and made a part of, the Proposal.

By submitting its Proposal, Proposer agrees that any or all past clients may be contacted by the Board and agrees to release and discharge by bidding on this contract for the Proposer, its successors and assigns, release acquit and forever discharge the Torrington School System, its Torrington Public Schools and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damages or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the Torrington School System to obtain an opinion regarding any work performed by Proposer. The above release shall also include and apply to any former client contacted.

- C. As part of its Proposal, each Proposer shall provide the Board with satisfactory evidence of the Proposer's financial and moral responsibility to perform the Contract throughout the term of the Contract. Such evidence shall include, without limitation, data to indicate a Proposer's financial condition, which data shall include audited financial statements for the last three years prepared and presented in accordance with generally accepted accounting principles.
- D. As part of its Proposal, each Proposer must (i) disclose all pending or threatened litigation in which such Proposer is named (either suing or being sued) by completing the form attached hereto as Exhibit D and made a part hereof for each such matter; and (ii) provide a list of any school districts or towns in which the Proposer was a transportation provider but had its contract terminated by the school district or town, prior to the expiration date, and describe the circumstances regarding such termination.
- E. By the submission of a Proposal in response to this RFP, a Proposer shall be deemed to have declared and represented and warranted to the Board that (i) such Proposal is being submitted without any connection with any other person or entity submitting a Proposal in response to this RFP; (ii) such Proposal is in all respects fair and without collusion or fraud; and (iii) no person acting for, or employed by the Board, is directly or indirectly interested in such Proposal or in

the services to which it relates, or in any portion of the profits therefrom.

- F. Each Proposer shall submit a proposal form in the form of Exhibit A attached hereto and made a part hereof (collectively, the “Proposal Form”). The Proposal Form shall be completely filled out and all information provided. The Proposal for Transportation Services shall include prices for the following: (i) home-to-school and school-to-home transportation, both regular daily transportation and out of district special education transportation, (ii) extracurricular and field and sports trips, and (iii) Performance Bond Amount. There will be three tiers of operation as reflected in the table set forth in Article V Section B below. **Each Proposer shall provide, along with the Proposal Form, a narrative explaining the methodology employed by Proposer to determine the Alternate Proposal Price.**
- G. The Proposal Form includes a vehicle list form to be completed by each Proposer to identify the vehicles proposed to be used to perform the transportation services. The vehicle list form must be completely filled out and include all requested information.
- H. Each Proposer will include a statement as part of a Proposal of its requirements for operators of vehicles which are in addition to any requirements enumerated in federal, state or local law, rules or regulations.
- I. Each Proposer will include as part of a Proposal a description of its safety program.
- J. Each Proposer shall provide to the Board, a list of key management personnel and their resumes as part of Proposal, which list shall include a description of each such personnel’s experience with student transportation. The successful Proposer shall, prior to the execution of the Contract, provide the name of the manager required in the Contract, and the names of supervisors who will manage the daily transportation operations for the Board under the Contract. The Board, at its option, may require an interview with the proposed manager.
- K. As part of a Proposal, Proposers shall submit detailed descriptions of their driver recruitment programs, ongoing training programs including typical wage and benefit information and protocol for handling disciplinary matters with drivers.
- L. It shall be the responsibility of the Contractor to provide a lot for the vehicles, adequate storage, repair and maintenance facilities for vehicles used in the performance of the Contract. Proposals shall provide the locations of the proposed lot and maintenance facilities. All vehicles must be housed and taxed in the City of Torrington.
- M. All Proposal Prices quoted by Proposers must be firm prices for a period of one hundred twenty (120) days from the date that the Board opens Proposals. If awarded the Contract, the Proposal Price shall be firm prior to the execution of the Contract and then during the term of the Contract.

- N. The successful Proposer may be required, at the sole option of the Board, to furnish a Performance Bond with surety (or other security) satisfactory to the Board for the faithful performance of the Contract.
- O. In determining the selection of the Proposer that will best serve the interests of the Board, the Board may (but shall not be obligated to) consider, in addition to price, the quality, availability and type of services, the experience of the Proposer, the sufficiency of the financial resources of the Proposer and the reputation of the Proposer for ability, integrity, judgment and performance, as well as the ability of the Proposer to provide future services.
- P. The successful Proposer will submit a copy of their affirmative action plan and agrees not to discriminate in the conduct of their contract because of race, color, creed, sex, or national origin. The successful Proposer agrees to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin.
- Q. The Board supports efforts to reduce the use of illegal drugs in the workplace. The drug-free workplace program certification is attached as Exhibit F and is to be submitted with the Proposal by the Proposer along with other Proposal documents.

ARTICLE V. Scope of Work:

- A. The Transportation Services and other services required by the Proposal Documents include, without limitation, all vehicles, vehicle operators, equipment, maintenance services and other services required to provide such transportation and other services, and shall also include, without limitation, any other labor, materials, supplies, and overhead required to provide such transportation and other services. Prices in Proposals shall be “all-inclusive” and shall include any and all costs, expenses, fees, charges, taxes, and profits associated with the Transportation Services. In connection with the Transportation Services, the Board shall be responsible for no monetary expenses other than the applicable Proposal Price. The Board may, at its option, and at the rates making up the Proposal Prices, use the Contractor for transportation for out-of-district special education transportation, extracurricular events and field and sports trips. The Proposers shall provide prices for transportation for out-of-district special education transportation, extracurricular events and field and sports trips in their Proposals. The Board is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in proposal prices or added to any services specified.
- B. The Contractor will provide safe and effective Transportation Services for those students and persons designated by the Board, to the schools designated below. Such Transportation Services will include, not only transportation to/from students’ assigned stops, but also other transportation runs that may be requested by the Board. The schools to be serviced include the following:

| Tier | Name | Grade Level | Start Time | End Time |
|------|--------------------------|-------------|------------|----------|
| 1 | Torrington High School | 9 – 12 | 7:10 | 2:05 |
| 2 | Torrington Middle School | 6 – 8 | 7:50 | 2:50 |
| 3A | Southwest School | 4 – 5 | 9:00 | 3:30 |
| 3B | Forbes School | 4 – 5 | 9:00 | 3:30 |
| 3A | Vogel-Wetmore School | K – 3 | 9:00 | 3:30 |
| 3B | Torrington School | K – 3 | 9:00 | 3:30 |

- C. The Board is requesting Proposals based upon a five (5) year term, July 1, 2018 through June 30, 2023.
- D. ALTHOUGH CERTAIN ITEMS MAY BE NEGOTIATED WITH PROPOSERS PRIOR TO THE EXECUTION OF THE CONTRACT, THE BOARD WILL REQUIRE THE SUCCESSFUL PROPOSER TO EXECUTE AND SUCH PROPOSER HEREBY AGREES TO EXECUTE A CONTRACT THAT IS SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT B AND MADE A PART HEREOF. THE TERMS, CONDITIONS AND PROVISIONS OF THE CONTRACT ARE INCORPORATED INTO, AND MADE A PART OF, THIS PROPOSAL. EACH PROPOSER SHOULD BE THOROUGHLY FAMILIAR WITH ALL THE TERMS, CONDITIONS, AND PROVISIONS OF THE CONTRACT. IF A PROPOSER DESIRES TO REQUEST A MODIFICATION OF A CONTRACT PROVISION, THE PROPOSER SHALL INCLUDE A SEPARATE SHEET AS PART OF A PROPOSAL SETTING FORTH SUCH REQUEST, WHICH REQUEST, IF APPLICABLE, SHOULD INCLUDE PROPOSED REPLACEMENT LANGUAGE. IF NO SUCH MODIFICATION REQUEST IS MADE, THE SUCCESSFUL PROPOSER SHALL BE DEEMED TO HAVE AGREED TO ACCEPT THE TERM AND CONDITIONS INCLUDED IN THE CONTRACT WITHOUT EXCEPTION. THE BOARD RESERVES THE RIGHT TO MAKE CHANGES TO THE CONTRACT AS WOULD BEST SERVE THE INTERESTS OF THE BOARD AND THE DISTRICT.

ARTICLE VI. Vehicle Requirements and Specifications

- A. Vehicles will be propane or diesel powered. The Board will provide all propane required for the Transportation Services. The successful Proposer shall make its fuel storage tanks, of at least 4,000 gallons size, and pumps available to the Board at no charge. The successful Proposer shall comply with all laws applicable to the maintenance of such storage tanks and ancillary pumping equipment and the storage and pumping of fleet and shall indemnify and hold the Board harmless from any and all liabilities, claims, damage or expenses, arising from the installation, maintenance, operation or other use of such fuel storage tanks and ancillary pumping equipment or from the storage or pumping of fuel. The responsibility of the Board is limited to verifying and paying invoices for fuel ordered in the name of the Board by the successful Proposer.

- B. For the purposes of the determining the Proposal Price, based on all three tiers for 2018-19, it is anticipated that the following number of vehicles will be utilized:

| | |
|---|-------|
| Type I Buses (77 Passenger Vehicles) | 35-37 |
| Type II Buses (29 Passenger Vehicles) | 11-12 |
| Type III Buses (18+ 1 W/C Passenger Vehicles) | 3 |

For the purposes of determining the Alternate Proposal Price, the Proposer shall determine and include in its submission the number of vehicles anticipated to be required and the Alternate Proposal Price should be based on the following minimum number of riders per bus (such minimum rider requirement, the “Alternate Conditions”):

| | |
|-------------------|---------------------|
| Tier I & II Buses | 52 students per bus |
| Tier III Buses | 65 students per bus |

- C. Vehicles shall be no more than 10 years old (based on original purchase from the manufacturer) at all times during the term of any contract awarded in connection with this Request for Proposals.
- D. At least one (1), but not less than ten percent (10%), fully operational Type I and regular Type II vehicles, shall be held in reserve at the local base of operations and available at all times that scheduled vehicles are in operation.
- E. The vehicles shall be manufactured by a recognized reliable company, which has specialized in the manufacture or equipment of the type for ten (10) years or more.
- F. Type I school buses
- 77 passenger
 - Automatic transmission
 - Air brakes
 - Stop arm signal
 - Crossing arm
 - Lettering – “Torrington” on belt line of vehicle, both sides
 - Audio/video digital monitoring system
 - Child checkmate system
 - Two way radios
 - Average age five (5) years at start of each year
 - No bus older than ten (10) years old during life of contract
- G. Type II school buses
- Automatic transmission
 - Stop arm signal
 - Crossing arm
 - Lettering – “Torrington” on belt line of vehicle, both sides

- e. Audio/video digital monitoring system
 - f. Child checkmate system
 - g. Two-way radios
 - h. Average age five (5) years at start of each year
 - i. Twelve (12) thirty (29) passenger vehicles
 - j. Three (3) eight (8) passenger & two (2) position wheelchair stations
 - k. Seats belts on all Type II vehicles
 - l. Wheelchair restraints per Connecticut regulations
- H. All buses shall be painted and designated according to applicable laws and regulations. If such laws change during the course of the contract period, and expense resulting there from shall be borne by the bus contractor. The bus contractor shall provide other features required by law for school bus identification.
- I. Buses added during the contract period may be new or used buses provided they pass inspection, comply with State and Federal laws and regulations and comply with all provisions of these vehicle specifications. During any period of the contract, buses shall not exceed ten (10) years from the date of original purchase (new) from the manufacturer,
- J. In the event the bus contractor unilaterally elects to upgrade the vehicles and/or equipment to be used to service the transportation requirements of the Board over and above that required by these vehicle specifications, the bus contractor shall not be entitled to any additional compensation by virtue thereof.
- K. Buses shall conform to Federal Standard 17 to the extent required by Connecticut law. Further, all bus equipment and operating requirements shall be of the approved type for use in Connecticut.

ARTICLE VII Background Check Requirements

- A. The successful Proposer will be required to perform criminal background checks (including fingerprinting) on any manager, dispatcher, School Bus Drivers and/or bus monitors, prior to being assigned a route, who provide the Services pursuant to the Contract. The successful Proposer will also be required to perform, and any School Bus Drivers and/or bus monitors assigned to perform services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry"). If the successful Proposer receives any information that any employee has a criminal record or a record of abuse or neglect, the successful Proposer shall provide the results of all such criminal records checks or the information from the Registry and any other related information to the Board. The successful Proposer shall agree that all background checks shall comply with Section 10-222c of the Connecticut General Statutes, and that successful Proposer will immediately notify the Board of any findings required to be reported by such law. The successful Proposer shall also be required to provide the Board with a certification of compliance with these requirements in writing.

EXHIBIT A TO RFP

PROPOSAL FORM FOR TRANSPORTATION SERVICES

Torrington Board of Education
Proposal for Transportation Services
RFP #2018-0012

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, including the provisions of all vehicles, labor, services, materials and equipment and to perform all services required to complete said Transportation Services, in accordance with the Proposal Documents and the Contract, for the prices set forth in the Pricing Schedules attached hereto as Schedule 1 and utilizing the Vehicles identified on Schedule 2.

Signature: _____ Date: _____

Print Name: _____ Print Company Name: _____

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SCHEDULE 1 TO PROPOSAL FORM

1) The cost of service on a daily cost-per-vehicle basis for five years:

A) Proposal Price

| Vehicle | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
|----------------|---------|---------|---------|---------|---------|
| Tier I | | | | | |
| Tier II | | | | | |
| Tier III A & B | | | | | |

Number of vehicles anticipated to be utilized based on projected enrollment:

Tier I: 35-37

Tier II: 11-12

Tier III: 3

B) Alternate Proposal Price (based on Alternate Conditions)

| Vehicle | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
|----------------|---------|---------|---------|---------|---------|
| Tier I | | | | | |
| Tier II | | | | | |
| Tier III A & B | | | | | |

Number of vehicles proposed by Proposer to be required based on the Alternate Conditions:

Tier I: _____

Tier II: _____

Tier III: _____

A

B

2) Other transportation service beyond the required basic transportation service hours due to school time schedules, special early closings, special program student transportation arrangement, Pre-kindergarten and late buses:

| Per Bus | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
|----------|---------|---------|---------|---------|---------|
| Per Hour | | | | | |

3) For all other uses of buses for field, music, athletic and other similar activity trips. (Tolls will be paid by Torrington Board of Education):

A) In City minimum two (2) hours:

| Per Bus | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
|----------|---------|---------|---------|---------|---------|
| Per Hour | | | | | |

B) Out of City minimum two (2) hours:

| | | | | | |
|----------|---------|---------|---------|---------|---------|
| Per Bus | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
| Per Hour | | | | | |

Bus Contractor Name: _____

Address (Street/City/ST/Zip): _____

Telephone Number: _____

Bid Submitted By (Print Name): _____

Signature Title

_____ Date

ANNUAL COST OF PERFORMANCE BOND

| | <u>2018-2019</u> | <u>2019-2020</u> | <u>2020-2021</u> | <u>2021-2022</u> | <u>2022-2023</u> |
|------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Performance Bond | | | | | |

**SCHEDULE 2 TO PROPOSAL FORM
VEHICLE LIST**

I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of Transportation Services this contract.

Proposer's Name:

Authorized Signature:

| Make/Model | Year | Seating Capacity | Fuel Type |
|------------|------|------------------|-----------|
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Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Proposer, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

EXHIBIT B TO THE RFP

FORM OF CONTRACT FOR TRANSPORTATION SERVICES

CONTRACT FOR TRANSPORTATION SERVICES

This **CONTRACT FOR TRANSPORTATION SERVICES** (the “Contract”) is made this _____ day of _____, 2017, by and between **the TORRINGTON BOARD OF EDUCATION**, hereinafter called the “Board,” and _____, hereinafter called the “Contractor.”

WITNESSETH

WHEREAS, the Board wishes to obtain, and the Contractor wishes to provide, certain transportation services pursuant to the terms and conditions of this Contract and that certain Request for Proposals issued in connection with the Contract.

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

1. TERM

- A. The term of this Contract shall be for a term of five (5) years beginning on July 1, 2018 and terminating on June 30, 2023, unless terminated earlier pursuant to the terms hereof (the “Term”). It is anticipated that the transportation services described in this Contract will be needed for the school year, but the Board reserves the right to cancel in its entirety or in part or alter this service because of enrollment changes, budget consideration, incompatibility of students and/or drivers and/or aides, or unforeseen circumstances which require a change.

2. SCOPE OF WORK

- A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from 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 Board pursuant to Section D below. The Schools are subject to amendment by the Board. The Board’s current tier system is a three tier system which is reflected on Exhibit A. If requested by the Board, the Contractor shall also provide transportation for out-of-district special education transportation, extracurricular or field or sports trips.
- B. The Contractor shall furnish Transportation Services (as hereinafter defined) to transport all students attending the Schools (all, collectively, the “Students” and each, individually, a “Student”) to and from the Schools and any out-of-district special education transportation, extracurricular or field or sports trips to the extent requested by the Board, which Transportation Services shall include, without limitation, personnel, supervisors, Vehicles (as described in more detail in Section 4), Vehicle Operators (as hereinafter defined), equipment, maintenance services and other services required to provide such Transportation Services.

- C. There shall be a sufficient number of Vehicles to ensure seats for all passengers at all times. Standees or overloading of the Vehicles shall not be permitted at any time.
- D. The Contractor will provide and maintain a computerized transportation routing system. Access to the routing software shall be provided by the Contractor to the Board through the Internet. The establishment of routes and stops is the responsibility of the Contractor. The Contractor will provide the Board with routes in accordance with the following:
 - 1. The Board shall provide the Contractor with student rosters electronically by July 15 of each year during the term of this Contract,
 - 2. The Contractor shall electronically deliver updated routes to the Board three (3) weeks prior to the start of School each year. After reviewing such information and conferring with the Board, the Contractor shall prepare a list of any suggested modifications,
 - 3. The Board reserves the right, at any time upon written notice, to amend 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 Board.
 - 4. All routes shall be in conformance with the Board's transportation policy requirements, as such policy may be modified from time to time.
- 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 full-time qualified and experienced person (the "Manager") who will be responsible for the general overall supervision and execution of the Transportation Services required by this Contract. The Manager shall maintain district safety rules and regulations, ensure proper communications, and oversee the completion of mechanical work. Unless the Board agrees otherwise, the Manager must be stationed at the bus lot in the City of Torrington ("Terminal") during all hours that Vehicles are providing the Transportation Services required by this Contract. The Manager must be supplied with high speed internet access to communicate with the Board. The Manager shall (i) not be a regular Vehicle Operator; (ii) not drive a Vehicle or leave the vicinity of the Terminal during such hours unless an emergency exists, (iii) be available by cell phone at all times; and (iv) act as the liaison between the Contractor and the Board. The Manager shall be available or accessible at all times during the times that vehicles are operating to receive inquiries and instructions from the Board or its agent. The Manager is subject to the approval of the Board at the beginning of this Contract and at all times during the term of this Contract. The Contractor must submit the proposed applicant's name to the Board at least ten (10) days prior

to appointing a new Manager. The Contractor shall replace the Manager upon the written request of the Board. Each new Manager shall be subject to the approval of the Board.

- G. The Contractor shall provide to the Board 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 a sufficient number of phone lines to meet the ongoing operating needs of the Transportation Services required by this Contract. Further, the Contractor shall provide a designated phone number for the Board to use in case of emergency only.
- H. The Contractor will, at its sole expense, be responsible for installing and operating a fax machine at the Terminal, and the necessary phone line. Additionally, the Terminal will have high-speed Internet access, with an email address made available to the Board to facilitate email communications. Said email account shall be active and checked regularly throughout the day by the Contractor. 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 Board will be provided access to such software via the Internet. In order to facilitate communications with the Board in similar formats, the use of Microsoft Word, Outlook, and Excel by the Contractor are required.
- I. The number of days the Transportation Services required under this Contract shall be performed by the Contractor for the Board is described on the Proposal Form. The Board shall provide to the Contractor for each school year during the term of this Contract a copy of the school calendar setting forth the days Schools are open. Should Transportation Services hereunder be required for more than the number of days reflected on the Proposal Form for a particular school year, the Contractor shall be compensated for providing Transportation Services for such additional day(s) based upon the daily rate set forth in Exhibit B attached hereto and made a part hereof (the "Daily Rate").

The Contractor shall provide the Transportation Services hereunder on every day that each School is in session. When some Schools are closed for any reason (including "Acts of God"), Transportation Services are to be performed for those of the Schools that are open and on such other days as the Board declares official school days.

The Board will pay at the Daily Rate 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.

The Contractor shall also provide Transportation Services for the following: early dismissals or late openings of any and all Schools for parent conferences, special events, weather or civil emergencies, etc., and dismissal as required during

examination weeks at an hourly rate

- J. Each Vehicle Operator shall know his or her assigned route, including all stops, prior to the start of the school year. Each Vehicle Operator shall drive through their entire route prior to the start of the school year. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the Students, and the Contractor shall advise the Board of the same.

The Contractor shall have any new or substitute driver drive through the route prior to performing the route with Students. The cost of any trial runs shall be borne by the Contractor and will not be billed to the Board.

- K. The Contractor will be required to consult with the Board, during the times of inclement weather, about road conditions, and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles in the event that Schools are closed early during any school day due to weather conditions, or other emergency, declared by the Board.
- L. During the term of this Contract, the Board may modify routes and/or the numbers of Students and Schools to ensure the most cost-efficient and effective Transportation Services. The Board retains the right to obtain Transportation Services from other transportation providers. The Contractor is required to work to better utilize the Vehicles by tiering and integrating routes whenever possible.
- M. The Board may designate routes for the Contractor to perform in addition to those given to the Contractor at the start of this Contract or at the start of a School year. Prior to additional routes being assigned to the Contractor during the term of the Contract and the Contractor agreeing to perform such additional routes, the Board shall notify the Contractor if provisions of this Contract shall be modified as a condition to receiving such additional routes.
- N. The Board reserves the right to use other contractors for out-of-district special education transportation, extracurricular or field and sports trips, as well as additional transportation needs for other reasons.
- O. The Contractor shall maintain, preserve and keep all Vehicles in good repair, working order and condition at all times and shall furnish all necessary oil, grease, tires, maintenance and repairs throughout the entire term of this Contract. The Board shall have the right to review Contractor's maintenance records.
- P. The term "Transportation Services" and "Services" shall mean, collectively, (i) any and all services set forth in this Article 2, (ii) the transportation services to be performed under this Contract, (iii) other services required or necessary for the proper performance of the Contractor's services/work under this Contract and (iv) the services described in that certain document issued by the Board entitled "TORRINGTON BOARD OF EDUCATION REQUEST FOR PROPOSALS FOR TRANSPORTATION SERVICES" having an issue date of May 25, 2018

(the “RFP”). The terms and condition of the RFP are deemed a part of and incorporated into the Contract and the Contractor’s representations and warranties of the RFP are deemed incorporated into and made in the Contract. To the extent of conflict between the terms and conditions of the Contract and RFP, the terms and conditions of the Contract control and prevail.

3. PAYMENT AND COMPENSATION

- A. Based upon the amounts set forth in Exhibit B attached hereto and made a part hereof (“Exhibit B”), payments for properly performed Services rendered shall be made upon receipt of a properly itemized invoice. The Board shall pay the per vehicle per day price shown in Exhibit B. The amount paid may be adjusted as described in Exhibit B. The Board shall only pay the Contractor for Services for the actual number of Vehicles in use providing Services each day. The Board and the Contractor shall meet prior to initiation of the Contract to develop an invoice form, and supporting detail, to meet the needs of the Board, including a requirement for multiple copies of the invoices. The Services shall be invoiced based on Services actually rendered in the prior month. If the invoice is received by the fifth (5th) business day of a given month, payment will be tendered within thirty (30) days after receipt of such invoice. All invoices for Services rendered in a particular month must be submitted within thirty (30) days after the end of the prior month. Delayed billing is not acceptable and will not be honored by the Board.

No payment will be made for buses that are scheduled to operate but that fail to provide Services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board to be under the control of the Contractor.

The Contractor(s) shall maintain records during the term of the Contract(s) and for three (3) years thereafter, of the daily Services provided to the Board on a route-by-route basis, and shall submit such records upon request by the Board for audit in support of each of the monthly invoices. Such records shall include the number of buses operating each day for each route and the number of passengers riding each such bus for each such route each day. In January of each year of the term of this Contract, the Board shall be entitled to assess the ridership for the applicable school year to date and, as appropriate, require the Contractor to reduce the number of buses utilized by the Contractor in the performance of the Transportation Services.

- B. The parties agree that other than the compensation described in Section A above, no other compensation shall be due and owing to the Contractor by the Board for the Services, which Services are deemed to include, without limitation, the costs associated with the following: the Vehicles (including mileage), Vehicle Operators, maintenance of Vehicles, labor, materials, equipment, permits and licenses, and other facilities necessary to provide the Services.

- C. For summer school transportation, the cost per day is for the use of the vehicle for the day.
- D. The price payable for each Vehicle used in providing regular daily transportation is detailed in Exhibit B. The number of Vehicles needed under this Contract may vary. The Contractor shall charge the Board the Daily Rate for the actual number of Vehicles in use each day providing Services. The cost of each Vehicle will be determined by the type, and the cost per day, specified for that type of Vehicle as listed in Exhibit B. If, for any reason, a route is combined or tiered, the Board shall receive full credit for such combined or tiered route.
- E. There is a mutual understanding by the parties hereto, for 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 Board's staff to create the highest level of efficiency while maintaining performance standards.
- F. There is a mutual understanding by the parties hereto, for 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 Board's staff to create the highest level of efficiency while maintaining performance standards.
- G. The Contractor shall remove, or the Board may deduct, from the monthly installment due, hereunder or any other payment due Contractor, hereunder the following liquidated damages:
1. If at any time the Contractor does not provide the agreed upon number of Vehicles or Vehicle Operators, the Board may deduct the greater of the following: (i) fifty dollars (\$50.00) for each Student assigned to said Vehicle or Vehicle Operator not provided in accordance with this Contract; (ii) the cost of said Vehicle or Vehicle Operator; and (iii) the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of this Contract.
 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, the Board may deduct the following amounts:

| <u>Minutes Late</u> | <u>Liquidated Damages</u> |
|---------------------|----------------------------|
| 10 - 20 | 25% Daily Rate per Vehicle |
| 21 or more | 50% Daily Rate per Vehicle |
 3. Vehicles must not arrive for Student drop-off at Schools, earlier than the scheduled arrival time in order to allow adequate supervision for the Students and to protect the Students from inclement weather. If any Vehicle arrives more than twenty (20) minutes prior to the scheduled

arrival time, the Board may deduct fifty dollars (\$50.00) for each Student assigned to said Vehicle.

4. The Board may deduct fifty dollars (\$50.00) per Vehicle for each day that any Vehicle does not have an operational and active radio or comparable communication device.
5. If the Contractor fails to ensure that all Students are appropriately dropped off at a School or their home and/or designated drop-off point, the Board may deduct fifty dollars (\$50.00) per student.
6. This Contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to notify the Contractor of such problems. Should similar operation problems reoccur within thirty (30) days, the Board may deduct one hundred dollars (\$100.00) for each such re-occurrence.
7. In the event a strike or an occurrence caused by the Contractor causes an interruption of Services for more than twenty-four (24) hours, the Board shall have the right to secure such other transportation services as may be necessary, to provide the Services and charge the cost of the 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 no Service is provided, when such Service should have been provided pursuant to this Contract.
8. The Board may deduct fifty dollars (\$50.00) per Vehicle for each day that any Vehicle does not have an operational and active GPS unit.
9. Should the Manager not be available to respond to a reasonable request for a telephone or personal conference, the Board may deduct fifty dollars (\$50.00) for each such occurrence.
10. 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 (i.e., a sleeping student), the Board may deduct 100% of the Daily Rate.
11. In the event that the Contractor fails to provide an out-of-district special education transportation, extracurricular or field or sports trip that it had agreed to provide, will result in non-payment by the Board for the trip, fifty dollars (\$50.00) liquidated damages per missed trip 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, alternate services, etc.).

Subsections 2 and 3 above shall not apply in times of inclement weather or other times when hazardous conditions exist, or the safety of the Students is involved.

- L. The Board has included these non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Board and Contractor agree that in certain circumstances, the actual amount of damages incurred by the Board will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Board will not pay for any services that have not been provided. The Board shall have the right to terminate the Contract where the Contractor has failed to meet its obligations under the Contract, whether or not the Board imposed non-performance damages pursuant to this Section. It is understood and agreed by the Contractor, that the assessment of non-performance damages shall be in addition to the right of the 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. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the Board under this Contract, in law and equity.
- M. The Contractor shall allow the Board or their 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 Board. The Contractor shall consent and agree to audits of any and all books and records relating to the invoices as reasonably requested by the Board.
- N. In the event of redistricting or restructuring to accommodate changes in student population, the Contractor agrees to meet the Board's requirements over the remainder of the Term of the Contract. Whatever form such redistricting or restructuring may take, it may mean substantial changes in transportation routes and schedules. The decision to redistrict or restructure remains solely with the Board. In the event that such restructuring or redistricting results in grades being transferred to different schools or the introduction of a third bus tier, the parties agree to determine, if any, changes in labor and maintenance costs caused by such changes and adjust the daily rates for the same. Such changes shall not take effect until the next school year. The claimed changed costs must be directly attributable to changes in driver hours and/or fleet mileage, in both cases compared to the same size fleet totals for the prior school year. Contractor agrees to give the Board access to the Contractor's business and accounting records for the purpose of substantiating the changed costs. In the event the parties are unable to agree on the changed costs calculation, they shall submit the dispute to the American Arbitration Association whose cost shall be borne equally. Following an arbitrator's ruling, either party shall have the right, for ninety days from the date of the ruling, to cancel commencing in the next upcoming school year, the remaining term of the Agreement with six months' notice to the other party. The parties shall complete the then current school year of the contract.

4. 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. The Contractor shall provide fifty-one vehicles (or such lesser number as required by the Board) the age of which shall not exceed ten years at all times during the Term of this Contract. The number of vehicles actually used for the performance of Services hereunder may be increased or decreased, as the needs of the Board change. Vehicles will be furnished in such number as deemed necessary by the Board for the transportation of Students.

The Contractor shall be responsible for providing any additional vehicles that may be determined by the Board. The Board may decrease the number of Vehicles being used.

- B. All Vehicles and other equipment shall be 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 personnel employed are familiar with all of the aforesaid laws, rules, regulations, and policies.
- C. The Contractor shall provide the Board at least one (1) week prior to the start of each school year, and updated as necessary, 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 manufacturer, make of the chassis, make of body, and seating capacity. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the Board, it shall be replaced with a newer or equivalent-in-age Vehicle. Such replacements are subject to the approval of the Board.
- D. All Vehicles must be maintained so as to ensure 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 Board, a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- F. The Contractor shall be responsible for having all Vehicles inspected.
- G. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All Vehicles must be heated and air-conditioned.
- H. The interior and exterior of all Vehicles must be kept in a condition of cleanliness, mechanical order, and safety, meeting all requirements of the Board, the State of Connecticut, including the State Board of Education and the State Department of Motor Vehicles, the Federal Government, and all applicable federal and state

statutes, regulations, and rules, as amended from time to time.

- I. The Vehicles and any and all records concerning such Vehicles shall be subject to inspection by the Board at such times and locations and in such manner and by such qualified persons as the Board may designate.
- J. All Vehicles must be equipped with a two-way radio, or comparable communication device (i.e., cell phone) with a range that covers the entire transportation area to ensure constant contact between Contractor and Vehicle Operators. The Contractor shall provide the radio frequencies (or phone numbers) to the Board, and the Board reserves the right to monitor radio communications.
- K. The Contractor is required to provide video cameras in the Vehicles. The video systems shall be in good working order at all times. The Contractor shall have an effective preventative maintenance program in place for the video cameras. The video monitoring shall not include audio recording and use of such electronic monitoring shall be in compliance with the Board policy on student data privacy and confidentiality of student records. All Contractor use of video monitoring shall be in compliance with Board policy and applicable law.
- L. The Contractor is required to provide Global Positioning Systems in the Vehicles. The GPS must be in good working order and 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 Board must have immediate web access to the GPS without charge.
- M. All Vehicles must be equipped with appropriate safety features and student transportation markings as required by State and Federal Law.
- N. All Vehicles must be equipped with front-mounted pedestrian safety arms and an eight light warning system.
- O. All Vehicles shall be equipped with electronic “Child Check Systems” to ensure no students are left on any Vehicle after a run.
- P. The Contractor must maintain Vehicles in compliance with all Federal, State, and Local laws, rules, and regulations.
- Q. The Contractor must provide the Board, 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 Board or their authorized agents may, at any time, request the written record of the inspections made by the Contractor.
- R. The Contractor shall be responsible for obtaining a parking lot for the Vehicles and for the security and safety of the Vehicles, and any lot, all at its sole expense.
- S. The Contractor shall allow the Board, or its duly authorized agents, to inspect any

and all Vehicles, and their operation, at reasonable times, by: (i) riding the same as a passenger; (ii) by having them mechanically inspected; or (iii) by using any other reasonable means. The Contractor shall assist the Board and such agents in effecting said inspections, and shall provide the Board with access to the Vehicles for inspection purposes.

- T. The Board or any authorized agent may, with written notice, require Contractor to discontinue the use of any Vehicle which the Board 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.
- 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. Permanent lettering may be required by the Board, such as route numbers, letters, school district, and/or school.
- V. Upon request from the Board, the Contractor shall provide buses and drivers, without any additional charge or cost, to all Schools, twice per year, for Bus Evacuation Training or more frequently if required by law.

5. 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 Board 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.
- B. The Contractor shall provide the Board 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 Board 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 ensure continued state certification of all Vehicle Operators. Vehicle Operators who do not meet the minimum training requirements each year per state statute, 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. The Contractor shall allow the Board to actively participate in the school bus safety program, including, without limitation, the setting of the agenda, for the monthly meetings and/or the attendance at such meetings.
- E. The Contractor shall make all persons providing Services, including, without limitation, the Manager, Vehicle Operators, and driver trainer, available for meetings with the Board upon its request.
- F. The Board or its authorized agents, may approve or disapprove, prior to and during employment, a Vehicle Operator. Notification shall be made by the Board to the Contractor of such Vehicle Operator, or Vehicle Operators, that are considered unsatisfactory by the Board. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract and shall be immediately removed from providing Services under this contract, upon notification from the Board.
- G. The Contractor shall perform criminal background checks (including fingerprinting) on any manager, dispatcher, School Bus Drivers and/or bus monitors, prior to being assigned a route, who provide the Services pursuant to the Contract. The Contractor shall also perform, and any School Bus Drivers and/or bus monitors assigned to perform services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry"). If the Contractor receives any information that any employee has a criminal record or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry and any other related information to the Board. Contractor agrees that all background checks shall comply with Section 10-222c of the Connecticut General Statutes, and Contractor shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.
- H. The Contractor shall comply with all Federal, State, and Local laws, rules, and regulations regarding drug and alcohol testing, including but not limited to the Omnibus Transportation Employee Testing Act of 1991. Proof of compliance shall be available to the Board upon request.

- I. No alcoholic beverages or illegal intoxicants may be brought to, or consumed upon, Torrington Public Schools' 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, illegal drugs, or prescription drugs. Additionally, no smoking is allowed on the Vehicles, or on School property, by Contractor's employees and agents or Vehicle Operators.
- J. The Vehicle Operator is responsible to see that all Students are seated and remain seated, while the Vehicle is in operation and that Vehicles are fully stopped before discharging or picking up students.
- K. The Vehicle Operator may not operate a Vehicle at excessive speed and no buses may be backed up on school grounds unless a Board-designated adult is behind the bus and directing the Vehicle Operator.
- L. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services, the right to ride in the Vehicle. Conversely, the Vehicle Operator is responsible for limiting passengers to those eligible to ride and shall not operate a Vehicle in excess of rated capacity.
- M. Contractor will comply with minimum wage standards set by law, as to all of its employees while they are engaged in work, under any contract or agreement between Contractor and the Board.
- N. The Contractor shall employ a qualified "Driver Trainer" who will also personally travel each route with the assigned Vehicle Operator at least once per 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 Board 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 the Board's request and submit written reports of such checks to the Board.
- O. Each Vehicle Operator will comply with State Regulation §22a-174-18(b)(3)(C) that establishes a limit on the amount of time motor vehicles are allowed to idle.
- P. 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 Board, 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.
- Q. 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 manager who will immediately notify the Board.

- R. The Vehicle Operator shall not 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, or making unauthorized stops.
- S. The Board may use monitors on Vehicles 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 Board. 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 ten percent (10%) of the total of all Vehicle Operators. Such standby Vehicle Operators shall meet all of 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.
- V. All office staff and drivers provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the Board in a positive way. All bus drivers must wear photo identification tags provided by the Contractor whenever they come in contact with Students or School building personnel while working in their assigned tasks.
- W. The Board may choose to require that all Vehicle Operators participate in an annual, two-hour maximum workshop organized and conducted by Board staff. All costs of Vehicle Operator attendance are to be paid by the Board.

6. STUDENTS

- A. 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, including using the child check system. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. Vehicle Operators must remain on the bus at all times when Students are aboard, unless relieved by authorized personnel.
- B. Only individuals specifically designated or authorized by the Board and/or the Contractor, will be allowed to ride the Vehicles. Vehicle Operators are responsible for limiting passengers to those eligible to ride and shall not operate a bus in excess of rated capacity.
- C. The Board 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 Board. If the Board supplies a rule book to the Contractor, the Contractor and their employees are responsible for knowing such rules. Such authorization shall not, however, include the right to administer corporal punishment, or 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. The Vehicle Operator shall enforce such rules and shall report on the Student Discipline Form to the appropriate Principal the names and circumstances of Students who violate such rules and cannot be managed by the Vehicle Operator. If a meeting is required to deal with any discipline issue, the Contractor shall make the Vehicle Operator available for said meeting.

- 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 and is clear of the roadway at the designated place.
- 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 voluntarily 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, under no condition shall a Student be “put off” a Vehicle for any reason while it is in transit, and thereby exposed to the hazards of walking, either on the way to School, or on the way home, as punishment by the Vehicle Operator. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior.
- F. The Contractor agrees that in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the Board.
- 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 second grade 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 Manager is to be notified IMMEDIATELY. The Manager is then to notify the Board for further instructions.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall, defend, indemnify and hold harmless, the Torrington Board of Education and City of Torrington and all of their officers, employees and agents, from and against any and all claims, losses, liability, damages, penalties, judgements, awards and expenses, including attorney fees and any other costs and obligations arising from, relating to an alleged to arise from Contractor’s breach of this Agreement, the negligence and willful misconduct of Contractor and any of their officers, employees, agents, and subcontractors, and any other action or event arising out of, or in any way connected with this Contract. The Contractor agrees that the Board 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.

This provision shall survive the termination of the Contract.

8. 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 Board 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 Schools’ premises.
- C. The Contractor must be familiar with any and all policies, or regulations, of the Board which affect the Services and that have been, or will be, distributed to it during the term of this Contract.

9. STUDENT DATA PRIVACY

- A. Student Data. This Section shall identify the obligations of the parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”) received or obtained by the Contractor in connection with this Contract.
- B. Definitions. For purposes of this Contract, “directory information,” “de-identified student information,” “personally-identifiable information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Connecticut Public Act 16-189. “Education records” 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. All student data provided or accessed pursuant to this Contract is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
 - 2. The Board may request that the Contractor delete or destroy student data in the Contractor’s possession by sending such request to the Contractor by electronic mail. The Contractor will delete or destroy the requested student data within two (2) business days of receiving such a request.
 - 3. 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.

4. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's applicable policies, if any.
- D. Security and Confidentiality of Student Data. The Contractor and the Board 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, including but 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 Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor 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, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent 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 Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
3. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications required by state law.

G. Term and Termination.

1. Upon the expiration or termination of this Contract, for any reason, Contractor shall return or, if requested by the Board, delete or destroy all student data maintained by Contractor on behalf of the Board, without retaining any copies.
2. The provisions in this Section shall remain in effect while this Contract is in effect, shall survive the termination of this Contract and shall terminate when all of the student data maintained by Contractor on behalf of the Board is returned to the Board and/or properly and completely deleted or destroyed.

10. COMPLAINTS

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

11. ACCIDENTS AND BREAKDOWNS

Any accident involving a Student or the Services shall be reported orally to the emergency number(s) provided by the Board IMMEDIATELY. 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 (i) prepare a written report of any such event and deliver it to the Board as soon as possible and not later than twenty-four (24) hours after such event; and (ii) provide the

Board 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 Board.

12. INSURANCE [CHECK WITH CLIENT]

- A. The Contractor will provide the Board prior to the execution of this Contract, and will provide during each year of this Contract, prior to July 1st, and will replace twenty (20) days prior to the renewal date, at its own cost and expense, Evidence of Insurance in form and substance satisfactory to the Board, written by sureties or insurers, licensed in the State of Connecticut. All certificates shall be approved by the Board 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 Torrington Board of Education, Torrington Public Schools, the City of Torrington, and their respective agents and employees, are “Additional Insureds” on all policies. In addition, the Board shall be given thirty (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 Board.
- C. If, at any time, any of the insurance policies shall be, or become, unsatisfactory to the Board in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the Board, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to the Board for approval.
- D. The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates, shall give the Board the right, at their election, to terminate the Contract in accordance with Article XIII hereof.
- E. The insurance types and minimum limits of coverage required pursuant to this Agreement are as follows:
 - 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 Employer’s Liability, limits of \$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 \$15,000,000 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 \$15,000,000 per accident.

4. Sexual Misconduct and Corporal Punishment insurance must be provided with limits of at least \$1,000,000, and must include an additional insured endorsement naming Torrington Public Schools, Torrington Board of Education, City of Torrington, and any of their public officials, agents, employees, and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Auto exclusion on the General Liability policy does not apply to this coverage.
 5. Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.
 6. All Contractor coverage shall be primary and non-contributory.
- F. The Contractor and its insurers shall waive all rights of subrogation against Torrington Board of Education, Torrington Public Schools, the City of Torrington, and their respective officers, agents, servants, and employees, for losses arising from services or work performed under the Contract.
- G. In fulfilling Contract obligations or in the providing of Services, care must be exercised by the Contractor to avoid damage to, or disfigurement of the buildings, equipment, driveways, or other property of the Board. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

13. PERFORMANCE BOND

- A. The Contractor shall furnish, upon request, to the Board, a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the Board, 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 Board. The Contractor must send such Performance Bond to the Board prior to the commencement of each school year, unless such requirement is waived by the Board in writing. Each such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed and authorized to do business in the State of Connecticut. If the Board 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.
- C. 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.

14. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board, (i) has failed to provide the level of required Services; (ii) has failed to fulfill Services required in accordance with agreed schedules; (iii) has become insolvent; (iv) makes an assignment for the benefit of creditors; (v) files a voluntary petition in bankruptcy; (vi) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (vii) abandons the Services; (viii) subcontracts, assigns, transfers, conveys, or otherwise disposes of its obligations under the Contract other than as provided herein; (ix) fails to provide the insurance required under Section 12; (x) fails to provide the Performance Bond required under Section 13; or (xi) fails to comply with any other term or condition contained in the Contract, then the Board shall have the remedies described in this Section.
- B. If any item in subsection (A) above occurs, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- C. If any item in subsection (A) (i), (ii) or (xi) occurs and relates to a certain route, the Board 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 Board may have.
- E. In the event of Contract termination by the Board, the 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 of the Board'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 Board. 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 Board.
- G. In the event of Contract termination by the Board 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 Board for costs incurred in obtaining a new contract including any and all increase(s) in costs for Transportation Services, for the duration of the term of the original Contract.
- H. The Contract shall be contingent upon appropriation by the City of Torrington of funds sufficient to meet the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Board are not received, or if anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice to the Contractor without further liability to the

Contractor(s).

15. 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.

16. ASSIGNMENT

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

17. EQUAL OPPORTUNITY

The Board is an equal opportunity employer and purchaser. The Contractor hereby agrees that in connection with the Services, no employee or 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").

18. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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, in violation of the Board's policy:

The Contractor has submitted a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Contract because of race, color, creed, sex, or national origin or any other category protected by law. The Contractor to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin or any other category protected by law.

19. 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 Contract, 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 harmless from any liability, which may be imposed upon 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.

20. ARBITRATION

If both parties consent to arbitration, any dispute arising in connection with this Contract that cannot be settled by agreement between the parties hereto shall be referred to the American Arbitration Association in accordance with their rules relating to voluntary arbitration. Any request for arbitration shall be made within a reasonable time after the dispute has arisen. If both parties consent to arbitration, the issue shall then be decided by a single arbitrator whose fee shall be shared by the Contractor and the Board and whose award shall be binding on the parties. In the event of such arbitration, judgment on the award rendered may be entered in any court having jurisdiction and application may be made to such court for judicial acceptance of the award or order of enforcement, as the case may be, provided that the parties retain all rights and remedies under the Connecticut General Statutes, 52-418 et seq. In the event that both parties do not consent to arbitration, the parties shall be entitled to seek their remedy at law or in equity, as each party may select.

21. MISCELLANEOUS

- A. The Board is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). The Board is entitled to receive a copy of records and files related to the performance of the transportation Services, and such records and files are subject to FOIA and may be disclosed by the Board pursuant to FOIA.
- B. 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.
- C. 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.
- D. This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Connecticut.
- E. No amendment, change, waiver, or discharge hereof, shall be valid unless in writing and signed by both parties.
- F. 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 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 Torrington Board of Education:

355 Migeon Avenue
Torrington, CT 06035
Attention: Rose Forzano

To Contractor:

Contractor Name
Contractor Street Address
City, State, Zip Code
Attention: _____

- G. No failure by the Board to insist upon the strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy, consequent upon a default thereof, shall constitute a waiver of such default, and shall not be deemed to be a waiver of a subsequent default of such term, covenant, or condition.

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

By _____

BOARD

TORRINGTON BOARD OF EDUCATION

By _____

EXHIBIT A TO THE CONTRACT

SCHOOLS AND TIERS

| Tier | Name | Grade Level | Start Time | End Time |
|-------------|--------------------------|--------------------|-------------------|-----------------|
| 1 | Torrington High School | 9 – 12 | 7:10 | 2:05 |
| 2 | Torrington Middle School | 6 – 8 | 7:50 | 2:50 |
| 3A | Southwest School | 4 – 5 | 9:00 | 3:30 |
| 3B | Forbes School | 4 – 5 | 9:00 | 3:30 |
| 3A | Vogel-Wetmore School | K – 3 | 9:00 | 3:30 |
| 3B | Torrington School | K – 3 | 9:00 | 3:30 |

**EXHIBIT B TO THE CONTRACT
PRICING SCHEDULES**

EXHIBIT C TO THE RFP
REFERENCE CHECK FORM

Please provide three (3) references:

1.

Reference Name

Contact Person

Telephone Number

Period of Contract

2.

Reference Name

Contact Person

Telephone Number

Period of Contract

3.

Reference Name

Contact Person

Telephone Number

Period of Contract

EXHIBIT D TO THE RFP

PENDING OR THREATENED LITIGATION FORM

For pending or threatened litigation, please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Status
4. Amount of Reserve Set by Insurance Company and Amount Likely Not Covered by Insurance
5. Likely Outcome

Please list names of school districts or towns where transportation contract has been terminated prior to expiration date. If none, please state none.

(Attach additional sheets, if necessary.)

EXHIBIT E TO THE RFP

CERTIFICATION:

In connection with that certain Request for Proposals issued by the Torrington Board of Education for certain student transportation services commencing on July 1, 2017 (the "RFP"), the undersigned hereby acknowledges and represents that (i) it has read and understood the RFP, **INCLUDING ALL EXHIBITS AND SCHEDULES**, which are, Exhibits A through E, and Schedules 1 and 2, all attached to the RFP and made a part thereof, and the following addendum if any. (If none, state "None"): _____; and (ii) the proposal submitted by the undersigned in response to the RFP 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 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, any 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: _____

Print Name: _____ Title: _____

Notary Public: _____ (Corporate Seal)

Proposer Information

Company: _____

Address: _____

City

State

Zip Code

Telephone # with Area Code: _____

Fax # with Area Code: _____

EXHIBIT F TO THE RFP

DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free workplace.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____

Date: _____

Print Name: _____

Company: _____