



**TOWN OF BLOOMFIELD, CONNECTICUT BOARD OF EDUCATION**

1133 Blue Hills Ave  
Bloomfield, CT 06002

**REQUEST FOR PROPOSALS**

For  
In-District  
Special Education  
Transportation Services  
2023-2028  
For the following Five (5) Schools

- Metacomet School;
- Laurel School;
- Carmen Arace Intermediate/Middle School;
- Steps to Success @ Carmen Arace Intermediate/Middle School
- Bloomfield High School/Harris Agri-Science Center;

RFP Issue Date:	April 11, 2023
Virtual Mandatory Pre-Proposal Meeting:	April 17, 2023 11:00 a.m.
Proposal Due Date:	May 1, 2023 10:00 a.m.
Virtual Bid Opening:	May 1, 2023 at 1:00 p.m.
Contract Award:	Within 30 days

QUESTIONS: All questions must be submitted in writing to [bidquestions@crec.org](mailto:bidquestions@crec.org) and [transportation@blmfld.org](mailto:transportation@blmfld.org). No questions will be accepted after April 20, 2023, 5:00 p.m.



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## ARTICLE I. Invitation to Submit

Pursuant to the terms and conditions of this Request for Proposals ("RFP"), the Town of Bloomfield, Connecticut (the "Town") Board of Education (the "Board") is pleased to announce this invitation to providers of transportation services for submission of proposals for certain student transportation services commencing on July 1, 2023.

This RFP seeks proposals for in-district special education transportation for students with special needs and/or disabilities, to and from their homes to various learning locations within the Town. For in-district Special Education (SPED) transportation routes for Town students attending the following five (5) Town public schools: (i) Metacomet School (ii) Laurel School; (iii) Carmen Arace Intermediate/Middle School; (iv) Steps to Success @ Carmen Arace Intermediate/Middle School and (v) Bloomfield High School/Harris Agri-Science Center, collectively the "In-District Special Education Transportation Services." In addition, the Board is also seeking proposals for a cost per hour for bus monitors.

In-District SPED Transportation Services are currently provided to the Board by ACCESS TRANSPORTATION SOLUTIONS utilizing five (5) Type II school buses, two (2) Type II lift buses, and one (1) vans.

The Contract shall be for a term of five (5) years beginning on July 1, 2023 and terminating on June 30, 2028 (the "Original Term").

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, to negotiate with Bidders (as such term is hereinafter defined) and to make awards, in whole or in part to multiple vendors, 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).

All pricing submitted must be on the attached Exhibit A Proposal Form In-District Special Education Transportation. All pricing must be based on a flat daily rate, per bus type. Pricing for extra-curricular, extra runs, field trips, etc. shall be submitted as a flat hourly rate. Hourly rates apply to mid-day and summer routes.

The contractor is responsible for costs associated with fuel, maintenance, labor, and vehicles. All prices on Exhibit A Proposal Form In-District SPED Transportation should be all inclusive.

In all cases, the Board shall be charged only for a vehicle type having the lowest daily or hourly rate that is suitable for the needs of the students being transported, regardless of the vehicle type actually used.

## ARTICLE II. Definitions:

- A. "Request for Proposals" or "RFP" means this Request for Proposals as published.
- B. "Proposal" means a submission by a Bidder to provide Transportation Services that conform to the Proposal Documents.



- C. "Proposal Documents" means the Request for Proposal, together with all exhibits thereto and any Addendum or Addenda.
- D. "Proposal Price" means the price, as shown in Exhibit A as applicable, at which the Bidder offers to perform the services and work described in the Proposal Documents.
- E. "Bidder" means the person or entity who submits a Proposal.
- F. "Contract" means the transportation services agreement executed by and between the Board and the Bidder awarded the In-District SPED Transportation Services, which agreement shall be in the form attached hereto as Exhibit B and made part hereof. "Proposal Documents" means the Request for Proposal, together with all exhibits thereto and any Addendum or Addenda.
- G. "Contractor" means the Bidder who is selected by the Board to provide the Transportation Services and executes the Contract.
- H. "In-District SPED Transportation Services" means collectively the In-District SPED Transportation Services and all transportation services and conditions set forth in the Contract, including, without limitation, the "Services", as such term is defined in the Contract.
- I. "Addendum/Addenda" means written documents issued by the Board, which modify the RFP by additions, deletions, clarifications, or corrections.

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

#### ARTICLE III. Instructions to Bidders:

- A. Proposals from Bidders shall be for the furnishing of all vehicles, 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 Bidder has full knowledge of, and agrees with the general specifications, conditions, and requirements of these Proposal Documents.
- C. Proposals must be mailed or hand delivered to the CREC Transportation Solutions Office, Nakisha Strickland, Director of Transportation, 111 Charter Oak Avenue, Hartford, CT 06106, in an envelope or box, clearly marked "Proposal for Bloomfield Board of Education In-District SPED Transportation Services".
- D. A Bidder must submit its Proposal in a sealed envelope or box marked with the Bidder's name and address in the upper left hand corner.



- E. The Bidder shall submit four (4) 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 May 1, 2023 at 10:00 a.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 received later than 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 waive the technical defects in Proposals, to reject any and all Proposals, in whole or in part, to negotiate with Bidders, and to make such awards, in whole or in part, including accepting a Proposal, or a part of the Proposal, although not the lowest Proposal, that in its judgment will be in the best interest of the Board
- I. Each Bidder 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: [bidquestions@crec.org](mailto:bidquestions@crec.org) and [transportation@blmfld.org](mailto:transportation@blmfld.org) no later than April 20, 2023, 5:00 p.m. A written request does not in any way diminish a Bidder's responsibility to obtain the information that it needs to answer the RFP.
- J. Any modification to the Proposal Documents will be made by addendum/Addenda. Any Addendum/Addenda will be emailed to the address the Board has on file to all persons/entities that attended the mandatory virtual pre-proposal meeting. Each Bidder 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.

#### ARTICLE IV. Proposal Requirements:

- A. A Virtual Mandatory Pre-Proposal Meeting for all parties interested in responding to the RFP will be held on April 17, 2023, 11:00 a.m. Please be advised that this meeting will be recorded for documentation purposes. Vendors wishing to be a part of the virtual meeting are required to send a request to [bidquestions@crec.org](mailto:bidquestions@crec.org) and [transportation@blmfld.org](mailto:transportation@blmfld.org) to receive a Microsoft Teams invitation. A Virtual Bid-Opening will take place on May 1, 2023 at 1:00 p.m.
- B. Proposals shall be submitted with all of the information described in this Article IV.
- A. All Proposals shall include a list of the Bidder's current clients. All Bidders 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 Bidder, by submitting a Proposal, hereby



authorizes the Board, or its authorized agent, to contact the references listed on the Reference Check, without obtaining any other consent from the Bidder. The submitted Reference Check is incorporated into, and made a part of, the Proposal.

- B. As part of a Proposal, all Bidders shall provide the Board with satisfactory evidence of the Bidders financial and moral responsibility to perform the Contract throughout the term of the Contract. Such evidence shall include, without limitation, data to indicate a Bidders financial condition, which data shall include audited financial statements for the last three years presented in accordance with generally accepted accounting principles. Bidders may include this information as part of a Proposal in a separate envelope marked "confidential".
- C. As part of a Proposal, all Bidders must (i) disclose all pending or threatened litigation in which such Bidder 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, within the prior ten years, the Bidder was a transportation provider but had its contract terminated by the school district or town, prior to the expiration date, including a description of the circumstances regarding such termination. Bidders may include this information as part of a Proposal in a separate envelope marked "confidential."
- D. By the submission of a Proposal in response to this RFP, a Bidder 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 Town school district, is directly or indirectly interested in such Proposal or in the services to which it relates, or in any portion of the profits therefrom.
- E. Each Proposal shall be submitted in the form, as applicable, of Exhibit A attached hereto and made a part hereof (collectively, the "Proposal Form"). The Proposal for In-District SPED Transportation Services shall include prices for the following: (i) home-to-school and school-to-home transportation, hourly rates for field trips, mid-days, summer, etc. The form of Contract requires a video camera and GPS locator in each Vehicle.
- F. Each Bidder 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.
- G. Each Bidder will include as part of a Proposal a description relative to its safety program.
- H. Each Bidder 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 Bidder 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.



- I. As part of a Proposal, Bidders 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 and/or monitors. Current drivers in good standing with the Board must be considered for hire by the Contractor before other drivers.
- J. It shall be the responsibility of the Contractor to provide adequate storage facilities for vehicles used in the performance of the Contract. Bidders must provide a list of proposed locations where vehicles will be stored as part of a Proposal.
- K. The successful bidder 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 bidder agrees to take affirmative action to ensure that applicants are hired and employees treated without regard to race, color, creed, sex, or national origin.

ARTICLE V. Scope of Work:

- A. The In-District SPED Transportation Services and other services required by the Proposal Documents include, without limitation, all vehicles, vehicle operators, equipment, and 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 In-District SPED Transportation Services. In connection with the In-District SPED 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 unit prices and/or rates making up the Proposal prices, use the Contractor for transportation for extracurricular events and field trips.
- B. The RFP concerns students with special needs. There is a requirement of door to door service, between the home and school and vice versa.
- C. The Contractor will provide safe and effective In-District SPED Transportation Services for those students and persons designated by the Board, to locations which will be designated by the Board. Such In-District SPED Transportation Services will include, not only transportation to/from students' home, but also transportation runs throughout the day for various programs. Such In-District SPED Transportation Services will be available at no additional charge except for the charges set forth in the Proposal price.
- D. The Contractor is responsible for developing the transportation routes and are subject to Board approval.
- E. The Board is requesting Proposals based upon a five-year (5) term, July 1,





2023 through June 30, 2028.

- F. Although certain items may, in the Board's sole discretion, be negotiated with bidders prior to the execution of the contract, the board will require the successful bidder to execute and such bidder 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 bidder should be thoroughly familiar with all the terms, conditions, and provisions of the contract. If a bidder desires to request a modification of a contract provision, the bidder 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 bidder shall be deemed to have agreed to accept the term and conditions included in the contract without exception.

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#### ARTICLE VI. Review and Selection Process:

The administrative review and selection is based on a three (3) part process. The selected Bidder will have successfully met all of the criteria and be deemed by the Board selection committee, at its sole discretion, as the most responsible, responsive, and qualified Bidder.

1. Qualification Proposal Review: A selection committee shall review Qualification Proposals for compliance with the Minimum Requirements, format adherence, quality of responses, experience, etc. A score from one to ten is assigned to each category, one as the highest. The Bidder's qualification score is an average of all categories submitted by each reviewer.
2. Fee Proposal Review: A Bidder's Fee Proposal will be ranked against all the Bidders who have submitted a Proposal. The Bidder with the lowest overall Fee Proposal will be ranked No.1 and so on, until all Bidders have been assigned a ranking.
  - a. Qualification and fee rankings are combined and averaged to arrive at a list of the ranked Proposals, representing the most responsible, responsive and qualified Bidders.
  - b. The Board selection committee may, or may not, choose to interview the Bidders of the ranked Proposals, representing the most responsible, responsive and qualified Bidders.
3. Final Selection: The selection committee will collectively evaluate qualifications of the ranked Proposals, representing the most responsible, responsive and qualified Bidders for the In-District SPED Transportation Services.

*The Board nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the selection, non-selection or rejection of any Proposal.*

The Board reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, to negotiate with Bidders and to make awards, in whole or in part, including accepting 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.



## ARTICLE VII. General Terms and Conditions:

By submitting a Proposal, a Bidder is hereby deemed to have accepted and agreed to comply with ALL the terms and conditions of this RFP, including, without limitation, the following:

1. **Acceptance or Rejection by Board:** Board reserves the right to accept and/or reject any or all Proposals submitted for consideration to serve the best interests of Board.
2. **Ownership of Documents:** All documents submitted in response to this RFP are to be the sole property of Board.
3. **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a Contract awarded as a result of this RFP is to be the sole property of Board unless stated otherwise in the RFP or the applicable Contract.
4. **Timing and Sequence:** Timing and sequence of events resulting from this RFP will ultimately be determined by Board.
5. **Oral Agreements:** There shall be no oral agreements or arrangements by and/or between a Bidder and Board related to this RFP.
6. **Amending or Canceling Requests:** Board reserves the right to amend or cancel this RFP prior to or after the due date and time, if it is in the best interest of Board.
7. **Rejection for Default or Misrepresentation:** Board reserves the right to reject a Bidder's Proposal if the Bidder is in default under any prior contract with Board or has made misrepresentations in the Proposal.
8. **Clerical Errors in Awards:** Board reserves the right to correct inaccurate awards of a Contract under this RFP resulting from clerical errors.
9. **Rejection of Proposals:** Proposals may be rejected if they limit or modify any of the terms and conditions and/or specifications of this RFP.
10. **Changes to Proposals:** No additions or changes to a Proposal will be allowed after submittal under this RFP.
11. **Contract Requirements:** The Proposal of a Bidder awarded a contract under this RFP will become part of the contract. All suggested amendments/revisions will be agreed upon between the Board and the Contractor.
12. **Rights Reserved to Board:** Board reserves the right to reject any and all Proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interests of Board will be served.
13. **Withdrawal of Submission:** Negligence on the part of the Bidder in preparing the Proposal confers no right of withdrawal after the time fixed for the acceptance of the submission.
14. **Assigning, Transferring of Agreement:** The successful Bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of an awarded Contract under this RFP without the prior consent and approval in writing by Board.
15. **Cost of Proposal Preparation:** Board shall not be responsible for any expenses incurred by the Bidder in preparing and submitting a Proposal. A Proposal shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.



ARTICLE VIII. Exhibits

EXHIBIT A

PROPOSAL FORM IN-DISTRICT SPECIAL EDUCATION TRANSPORTATION SERVICES

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the In-District SPED Transportation Services, hereby proposes and agrees to fully perform the In-District SPED Transportation Services within the time stated and strict accordance with the Proposal Documents and the Contract, including furnishing any and all labor and materials, and to do all the transportation services required to complete said In-District SPED Transportation Services, in accordance with the Proposal Documents and the Contract, for the prices set forth below.

The pricing system used in the Contract, is based upon the length of the day the specific vehicle is in use on behalf of the Board. Given that facility locations can vary depending on the location of the Contractor, the length of day will be based upon live miles and live time, defined as from the first point of pick-up to the last drop off at school for students transported to school, and from the first school pick-up to the last student drop off for students transported from school. It is the intent of the Board to pay for the use of the Vehicle only while it is in use for the Board carrying students. In all cases, the determination of the live times rests with the Board. The excess hourly rate is also based upon live time, and shall be billed in 15-minute intervals. Support for any "excess billing" shall be supplied to the Board as requested, and included in the monthly invoice

(Refer to Section 3 of the Contract for a detailed explanation of payment and compensation)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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# EXHIBIT A

## IN-DISTRICT SPECIAL EDUCATION TRANSPORTATION PRICE FORM

HOME-TO-SCHOOL SCHOOL-TO-HOME IN-DISTRICT SPECIAL EDUCATION TRANSPORTATION SERVICES					
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
<b>Minivan/SUV (up to 6 passengers)</b>					
Price per day up to 4 hours					
Price per day up to 5 hours					
<b>Van (10 passengers)</b>					
Price per day up to 4 hours					
Price per day up to 5 hours					
<b>Van w/1 WC Station</b>					
Price per day up to 4 hours					
Price per day up to 5 hours					
<b>TYPE II Bus</b>					
Price per day up to 4 hours					
Price per day up to 5 hours					
<b>TYPE II Bus w/2 WC Stations</b>					
Price per day up to 4 hours					
Price per day up to 5 hours					
<b>Bus Monitor Cost PER HOUR</b>					

Additional In-District Special Education Transportation Services outside of home to school will be billed at the hourly rate.

## IN-DISTRICT SPECIAL EDUCATION TRANSPORTATION PRICE FORM COST PER HOUR (ONE HOUR MINIMUM)

FIELD TRIPS, EXTRA RUNS, SUMMER SCHOOL - IN-DISTRICT SPECIAL EDUCATION TRANSPORTATION					
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
<b>Minivan/SUV (up to 6 passengers)</b>					
Price per hour					
<b>Van (10 passengers)</b>					
Price per hour					
<b>Van w/1 WC Station</b>					
Price per hour					
<b>TYPE II Bus</b>					
Price per hour					
<b>TYPE II Bus w/2 WC Stations</b>					
Price per hour					

The number of vehicles is based on 2022-2023 student information. The number of vehicles is subject to change.



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**EXHIBIT B**  
FORM OF CONTRACT FOR IN-DISTRICT  
SPECIAL EDUCATION TRANSPORTATION SERVICES  
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## EXHIBIT C

### REFERENCE CHECK

Please provide three (3) references:

1.

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Reference Name

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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

### PENDING OR THREATENED LITIGATION

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

### CERTIFICATION:

In connection with that certain Request for Proposals issued by Town of Bloomfield, Connecticut Board of Education for certain in-district special education student transportation services commencing on July 1, 2023 (the "RFP"), the undersign hereby acknowledges and represents that (i) it has read and understood the RFP, INCLUDING ALL EXHIBITS, which are, Exhibits A through F, 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, or other duly authorized person acting for, \_\_\_\_\_, that, as the Bidder 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)



Bidder Information

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

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

City

State

Zip Code

Telephone # with Area Code: \_\_\_\_\_

Fax # with Area Code: \_\_\_\_\_

EXHIBIT F

**SY 22-23 Bloomfield In-District Special Education Transportation Information**

<b>Laurel Elementary School</b>	<b>Carmen Arace Intermediate/Middle School</b>	<b>Metacomet Elementary School</b>	<b>Bloomfield High School/Harris Agri-Science</b>	<b>Steps to Success @ Carmen Arace Intermediate/Middle School</b>
<b>1 Type II 5 students</b>	<b>1 Type II 10 Students</b>	<b>1 Type II 13 Students</b>	<b>1 Type II 12 Students</b>	<b>1 Type II 13 Students</b>
	<b>1 Type II/WC 1 Student</b>		<b>1 Type II/WC 2 Students</b>	
				<b>1 Van 3 Students</b>



## CONTRACT FOR IN-DISTRICT SPECIAL EDUCATION TRANSPORTATION SERVICES

This CONTRACT FOR TRANSPORTATION SERVICES (the "Contract") is made this \_\_\_\_\_ day of May, 2023, by and between the BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, CONNECTICUT, 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 an initial term of five (5) years beginning on July 1, 2023 and terminating on June 30, 2028 including the regular and extended school years, unless terminated earlier pursuant to the terms hereof (the "Term").

#### 2. SCOPE OF WORK

- A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from (i) 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; and (ii) extracurricular events or field trips upon written notification from the Board. The Schools are subject to amendment upon request from the Board.
- B. The Contractor shall furnish In-District Special Education 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 extracurricular events or field trips, which In-Special Education Transportation Services shall include, without limitation, personnel, supervisors, Vehicles (as hereinafter defined), Vehicle Operators (as hereinafter defined), equipment, and other services required to provide such In-District Special Education Transportation Services.
- C. This Contract concerns In-District Special Education Transportation Services. There is a requirement for door to door service, between the home and school and vice versa. The standard of service for this type of transportation service should be of a high order due to the special needs of the students transported.
- D. The Contractor shall furnish 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.
- E. The In-District Special Education Transportation routes are to be developed by



the Contractor and are subject to Board approval. The Contractor shall provide the Board with detailed route data in a timely fashion including but not limited to: vehicle description; vehicle number; route description and times; driver and bus monitor details as required by the Board and State. 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. Upon termination of the contract, the Contractor will provide to the Board electronic copies of the most recent, up to date routes.

- F. 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.
- G. The Contractor shall provide a qualified and experienced contact person ("the Contact Person") who will be responsible for general overall supervision and execution of the In-District Special Education Transportation Services required by this contract. The Contact Person shall be available or accessible at all times vehicles are operating to receive inquiries and instructions from the Board or its agent. The Contact Person 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 shall replace the Contact Person upon the written request of the Board. Each new Contact Person shall be subject to the approval of the Board.
- H. 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 In-District Special Education 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.
- I. The days the In-District SPED Transportation Services required under this Contract shall be performed by the Contractor for the Board is 180 days per year. The Board shall provide school calendars setting forth the days Schools are open to Contractor during each year of this Contract. Should Transportation Services hereunder be required for more than 180 days in any one (1) school year, the Contractor shall be compensated for providing such Transportation Services based upon the daily rate set forth in Exhibit A attached hereto and made a part hereof (the "Daily Rate").
- J. The Contractor shall provide the In-District SPED Transportation Services hereunder on every day that each School is in session provided, however, there will be no incremental costs, or additional fees, charged over and above the Daily Rate. The Contractor shall also provide In-District SPED Transportation Services for the following: noon routes, 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 such cost set forth in Exhibit A.
- K. 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, at its sole cost and expense, and such cost will not be billed to the Board.

- L. 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.
- M. 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 In-District Special Education Transportation Services. The Board retains the right to obtain In-District Special Education Transportation Services from other transportation providers. The Contractor is required to most efficiently utilize the Vehicles by tiering and integrating routes whenever possible.
- N. During the term of this Contract, the Board may designate routes for Contractor to perform in addition to those given to the Contractor at the start of this Contract and Contractor shall perform such additional routes without change in Compensation except for as set forth in exhibit A. Prior to additional routes being assigned to the Contractor, the Board shall notify contractor if provisions of this Contract shall be modified as a condition to receiving such additional routes.
- O. The term "In-District Special Education Transportation Services" and "Services" shall mean all, collectively, (i) any and all services set forth in this Article II, (ii) the transportation services to be performed under this Contract, (iii) other services required or necessary for the proper performance of the Contractor's work under this Contract and (iv) the services described in that certain document issued by the Board entitled "TOWN OF BLOOMFIELD, CONNECTICUT BOARD OF EDUCATION REQUEST FOR PROPOSALS FOR IN-DISTRICT SPECIAL EDUCATION TRANSPORTATION SERVICES" having an issued date of April 11, 2023 (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 A attached hereto and made a part hereof ("Exhibit A"), payments for properly performed Services rendered shall be made upon receipt of a properly itemized invoice. 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. At a minimum, the invoice



shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly, on the basis of Services already rendered. If the invoice is received by the fifth (5<sup>th</sup>) business day of a given month, payment will be tendered within thirty (30) days of receipt of invoice. All invoices for Services rendered must be submitted within thirty (30) days of providing said services. Delayed billing is not acceptable and will not be honored by the Board.

No later than the last payment, there will be included, any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions, that would affect the total yearly costs. The Board will reimburse the Contractor for the cost of tolls incurred. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached. 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.

- B. The parties agree that other than the compensation expressly provided for in the Contract, 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, labor, materials, equipment, permits and licenses, and other facilities necessary to provide the Services. For home-to-school transportation, the pricing system used in this Contract is based upon the length of day the specific vehicle is in use on behalf of the Board. The daily usage shall be based upon live miles and live time, defined as from the first home point of pick-up to the last drop off at school for students transported to school, and from the first school pick-up to the last student home drop off for students transported from school. It is the intent of the Board to pay for the use of a Vehicle only while it is in use for the Board carrying students. In all cases, the determination of the live times rests with the Board. The excess hourly rate is also based upon live time and shall be billed in 15-minute intervals. Support for any "excess billing" shall be supplied to the Board as requested and included in the monthly invoice.
- C. The price payable for each Vehicle used in providing In-District SPED Transportation Services is detailed in Exhibit A. 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 providing Services. The cost of each





Vehicle will be determined by the type, year of the Contract, number of hours, and the cost per day, specified for that type of Vehicle as listed in Exhibit A. If, for any reason, a route is combined or tiered, the Board shall receive full credit for such combined or tiered route. The cost for each Vehicle used in providing Services for extracurricular events or field trips under this Contract is detailed in Exhibit A.

- D. If determined by a global positioning system (“GPS”) or otherwise, that the Contractor is at fault in providing Services, such as a missed bus stop or the Vehicle arriving at a home stop or later than ten (10) minutes of the scheduled time, the Contractor will supply an additional Vehicle or Vehicles, as applicable, at no cost to the Board in order to provide the Transportation Services required to perform the Services for the missed Students.
- E. There is a mutual understanding by the parties hereto, for the need to meet all requirements related to the Services being provided under this Contract, 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. The Contractor shall remove, or the Board may deduct, from the monthly installment due, hereunder or any other payment due Contractor, hereunder the following (each a “Liquidated Damages Deduction”), provided however, that no Liquidated Damages deduction shall be made in the event that Contractor’s performance is impacted by weather or circumstances of Force Majeure events:
  - 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(s) as a direct result of Contractor’s actions or non-performance, or arrives later than its scheduled arrival time, the Board may deduct the following amounts:

<u>Minutes Late</u>	<u>Penalty</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. 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.
5. 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.
6. 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.
7. The Board may deduct fifty dollars (\$50.00) per Vehicle for each day that any Vehicle does not have an operational and active Global Positioning System Unit.
8. The Board may deduct one hundred and fifty (\$150.00) per Vehicle for each day that any Vehicle does not have an operational and active camera.
9. The Board may deduct fifty dollars (\$50.00) for each bus stop made not authorized by the Board.
10. 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.
11. 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.
12. 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.

G. The School District shall have the right to terminate the Contract at the end of any school year where the Contractor has materially failed to meet its obligations under the Contract. The Contractor shall be conclusively deemed to have materially failed to meet its obligations if, in any Contract Year, Liquidated Damages Deductions are imposed that equal or exceed \$10,000.00 it being understood, however, that assessment of Liquidated Damage Deductions that equal or exceed \$10,000.00 is not a prerequisite to the Board determining that the Contractor has materially failed to meet its obligations, and that such a determination may be made where Liquidated Damage Deductions are less than \$10,000.00. It is understood and agreed by the Contractor that the assessment of Liquidated Damages Deductions shall be in addition to the right of the Board to terminate this Contract and that in the event of termination Liquidated Damages Deductions 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.

H. 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 reasonably requested by the Board.

#### 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.

1. Vehicles will be furnished in such number as deemed necessary by the Board for the transportation of Students.
2. 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.
3. 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. No Vehicles older than ten (10) years shall be used on any route during the term of the Contract. Vehicle age should be determined at the beginning of each Contract Year, which Contract Year shall commence on July 1<sup>st</sup>. The average age of the fleet shall be no more than seven (7) years old. 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.

4. All Vehicles must be maintained so as to ensure proper starting, good visibility, and safe operation during all types of weather.
5. 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.
6. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All vans, lift buses, and Type II's must be air-conditioned.
7. The interior and exterior of all Vehicles must be kept clean and in good repair.
8. 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.
9. All Vehicles must have high-resolution digital video systems, in good working order, that are recording at all times when Services are being performed. The recordings are to be provided to the Board as a USB flash drive, or comparable device, able to be viewed on Microsoft software, as needed, without charge. Such video systems must have enough capacity to hold the two previous weeks' recordings. Such videos systems must be operable in extreme cold and hot temperatures and have automatic day and night settings. Video systems shall be installed in a tamper-proof way so they cannot be disconnected. The Contractor must have an effective, preventative maintenance program in place specifically for the video systems.
10. All Vehicles must be equipped with Global Positioning Systems in good, working order. The GPS must be able to show the current location of the Vehicle, exact path of the Vehicle, stops made, and the speed of the Vehicle. The Board must have immediate web access to the GPS without charge.
11. All Vehicles must be checked for sleeping children after each run to ensure no students are left on any Vehicle.
12. All School Bus Vehicles must be equipped with front-mounted pedestrian safety arms.
13. The Contractor must maintain Vehicles in compliance with all Federal, State, and Local laws, rules, and regulations.
14. 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.

15. 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.
16. 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) having them mechanically inspected; or (iii) using any other reasonable means. The Contractor shall assist the Board and such agents in affecting said inspections, and shall provide the Board with access to the Vehicles for inspection purposes.
17. 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.
18. 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.
19. 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.
20. The Contractor shall provide standby Vehicles in such numbers as are necessary to ensure no lapse in Service. Such standby Vehicles shall meet all of the requirements of this Contract.
21. The Contractor shall provide all fuel for the Vehicles. The Board agrees to cover the cost above \$4/gallon. The Contractor will invoice the Board on a monthly basis and will include detailed billing documentation. All pricing is inclusive of Contractor provided fuel. The Board will not provide fuel.

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

E. The Contractor shall make all persons providing Services, including, without limitation, the Manager, Dispatchers, Vehicle Operators, and driver trainer, available for meetings with the 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, upon notification from the Board.

G. The Contractor shall perform criminal record checks and driving record checks on Vehicle Operators prior to their driving for the Board and the results of all such criminal record checks and driving record checks shall be reported to the Board upon request. These record checks are in addition to the checks the State of Connecticut performs before issuing licenses. The Contractor shall provide the Board, upon request, with a copy of each Vehicle Operator's annual driving record check.

H. The Contractor shall comply with all Federal, State, and Local laws, rules, and





regulations regarding drug and alcohol testing. Proof of compliance shall be available to the Board upon request.

I. No alcoholic beverages or illegal intoxicants may be brought to, or consumed upon, Bloomfield 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.

K. 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.

L. 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.

M. Each Vehicle Operator will remain aboard his or her assigned Vehicle at all times that Students are aboard said Vehicle.

N. Each Vehicle Operator will comply with State Regulation §22a-174-18(b)(3)(C) that establishes a limit on the amount of time motor vehicles are allowed to idle.

O. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the 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.

P. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Operator must immediately notify the Dispatcher who will immediately notify the Board.

Q. 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.

R. 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.

S. The Contractor shall provide standby Vehicle Operators in such numbers as are necessary, to ensure no lapse in Service and no less than an amount that is fifteen percent (15%) of the total of all Vehicle Operators. Such standby Vehicle Operators shall meet all of the requirements of this Contract.

T. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

U. All office staff, drivers, and monitors 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 school vehicle drivers and aides must wear photo identification tags provided by the Contractor whenever they come in contact with Students or School building personnel while working in the their assigned tasks.

## 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. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student.

B. Only individuals specifically designated or authorized by the Board and/or the Contractor, will be allowed to ride the Vehicles.

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 monitors are on the Vehicles, Contractor and Vehicle Operators shall assist monitors to enforce discipline. 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.

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. The names of any Students who misbehave, or who cannot be managed by the Vehicle Operator, shall be reported to the appropriate School administrator.

F. The Contractor agrees that in transporting Students, there will be no transferring of Students from Vehicles without the express permission of Bloomfield Board of Education.

G. The Contractor, along with the respective Vehicle Operator, will be responsible for the safety and supervision of the Students transported under the Contract. No pre-school through kindergarten Students are to be released without supervision. If there is no one to meet the Student, the Student is to be kept on the Vehicle, and the Dispatcher and the Manager are to be notified IMMEDIATELY. The Dispatcher and/or Manager is then to notify the Board for further instructions.

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

## 7. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless, the Bloomfield Board of Education and Town of Bloomfield and their respective officers, employees and agents, from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations, arising from or relating to (i) the Contractor's breach of this Contract; (ii) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (iii) 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 its choosing. This indemnity shall not be affected by other portions of this Contract. The indemnity shall survive the termination or expiration of this 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.

D. The Contractor shall comply in all material respects with the provisions of Public Act 16-189, as amended (the "Act"), applicable to it. In connection therewith, the Contractor shall not use any so called "student information" as defined in the Act and provided to it by or on behalf of the Board ("Student Information") for any purpose other than in connection with the performance of its obligations under this Contract. The Contractor and the Board acknowledge and agree that the Board shall not provide or otherwise furnish to the Contractor any so-called "student records" or "student-generated content" as defined in the Act, and the Student Information provided by or on behalf of the Board to the Contractor shall be limited to a student's name, identification number, home address, home telephone number, emergency contact telephone number, pick-up and delivery address(es), date of birth, grade level, school attended, sports team(s), and special education needs. The Contractor shall take commercially reasonable actions designed to ensure the security and confidentiality of all Student Information in its possession. The Contractor shall provide written notice to the Board within fourteen (14) days of the Contractor's becoming aware of any unauthorized release, disclosure, or acquisition of Student Information in the possession of the Contractor. The Contractor and the Board shall each comply in all material respects with the requirements of the federal Family Educational Rights and Privacy Act in 1974, as amended ("FERPA").

## 9. 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.

## 10. 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.

## 11. INSURANCE

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 1<sup>st</sup>, 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 Bloomfield Board of Education, Bloomfield Public Schools, the Town of



Bloomfield, 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 policies of insurance shall include, but not be limited to, the following:

1. The Contractor shall provide and maintain in force for the full term of the Contract Workers’ Compensation Insurance, in accordance with the statutory requirements of the State of Connecticut and 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 Bloomfield Public Schools, Bloomfield Board of Education, Town of Bloomfield, 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.

F. The Contractor and its insurers shall waive all rights of subrogation against Bloomfield Board of Education, Bloomfield Public Schools, the Town of Bloomfield, and their respective officers, agents, servants, and employees, for losses arising from 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.

## 12. 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 Article FXI; (x) 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 and he Contractor will be responsible to secure comparable alternate transportation for 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 shall indemnify the Board for all its costs incurred in obtaining a new contract including any and all increase(s) in costs for the Services, for the duration of the term of the Contract.
- H. Any Contract(s) awarded hereunder, shall be contingent upon appropriation by the Town of Bloomfield 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 without further liability to the Contractor(s).

### 13. 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.

### 14. 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.





## 15. EQUAL OPPORTUNITY

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").

## 16. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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





## 17. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION

- A. The Contractor agrees and warrants that in the performance of this Contract, (i) the Contractor will not discriminate, or permit discrimination, against any person or group of persons, based upon characteristics that are considered protected classes under the applicable Laws, and that employees are treated when employed without regard to a characteristic that is considered a protected class under the applicable Laws; (ii) the Contractor agrees to provide each labor union or representative(s) of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under the C.G.S. §46a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iii) the Contractor agrees to comply with each provision of this section, and with each regulation or relevant order, issued by said Commission pursuant to the C.G.S. §46a-56; and (iv) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the Contractor, which relate to provisions of this section and C.G.S. §46a-56.
- B. The Contractor shall include the provisions of subsection (A) of this Section and the provisions of subsection (A) of Section 17, in every subcontract or purchase order entered into, in order to fulfill any obligation of this Contract and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56 of the Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State to enter into any such litigation or negotiation prior thereto, to protect the interests of the State and the State may so enter.

## 18. 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.



## 19. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect, and the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto, constitute the full and complete agreement of the parties hereto, and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Connecticut.
- D. No amendment, change, waiver, or discharge hereof, shall be valid unless in writing and signed by both parties.
- E. 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 Bloomfield Board of Education:

Bloomfield Board of Education  
1133 Blue Hills Avenue  
Bloomfield, CT 06002

To Contractor:

Contractor Name  
Contractor Street Address  
City, State, Zip Code  
Attn: \_\_\_\_\_

CONTRACTOR

- F. 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

BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, CONNECTICUT

By \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A TO THE CONTRACT**

**PROPOSAL FORM**



EXHIBIT B  
TO THE  
CONTRACT  
RFP AND RESPONSE: