

TORRINGTON BOARD OF EDUCATION

REQUEST FOR PROPOSALS #2018-0011

For

2018-2021 Special Education Transportation Services

RFP Issue Date: May 25, 2018

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

QUESTIONS: In writing <u>only</u>, via e-mail at jbenson@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 certain special education student transportation services commencing on July 1, 2018.

This RFP seeks proposals for certain out-of-district special education transportation services for City students, collectively, the "Transportation Services".

Exhibit A to this RFP includes the Proposal Forms which list the School to which the transportation will be provided, the number of days, the number of current students and information on the School, and any particular requirements for that route. A Proposer may propose on any or all of the listed services. A Proposer should include the Proposal Form for each of the Services on which it is proposing. The Board may select a Proposer to perform less than all of the Services on which it has proposed and for which it has provided Proposal Forms. It is anticipated that the Board shall select multiple Contractors to provide all of the services listed in this RFP. The applicable executed Proposal Form of the successful Proposer shall be attached to the Contract.

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 Contract shall be for a term of three (3) years beginning on July 1, 2018 and terminating on June 30, 2021(the "Term").

Each of the schools and the current number of students attending that school are included in the Proposal Forms. Proposers shall only be provided with an intersection with the closest major thoroughfare or a neighborhood as to the location of the student. A list of names and addresses of students to be transported under a Contractor's Contract will be furnished once the Contractor has signed the Contract.

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. <u>Definitions</u>:

- A. "Addendum/Addenda" means written documents issued by the Board, which modify the RFP by additions, deletions, clarifications, or corrections.
- B. "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.
- C. "Contractor" means the Proposer who is selected by the Board to provide the Transportation Services and executes the Contract.
- D. "Proposal" means a submission by a Proposer to provide Transportation Services that conform to the Proposal Documents.
- E. "Proposal Documents" means the Request for Proposal, together with all exhibits thereto and any Addendum or Addenda.
- F. "Proposal Price" means the price, as shown on the applicable Proposal Form in Exhibit A, at which the Proposer offers to perform the services and work described in the Proposal Documents.
- G. "Proposer" means the person or entity who submits a Proposal.
- H. "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 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 these 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 #2018-1011 Proposal for Torrington Board of Education 2018-2021 Special Education 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 Proposal. An electronic copy of the proposals should be furnished as well via disk or thumb drive.
- F. The Proposals shall be submitted no later than Friday, June 12, 2018 at 1:00 P.M. (the "Proposal Deadline"), at which time they will be publicly opened and read aloud. 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, 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.
 - The Board also reserves the right to interview and negotiate with one or more Proposers after the Proposals are opened.
- I. A Proposer must submit proof with a Proposal for Transportation Services that it can obtain a Performance Bond in the amount of 100% of the first year of the Contract or as an alternative to providing a Performance Bond, the Proposer may submit an offer to provide a comparable security method whose selection and acceptability is solely at the discretion of the Board. This information may be included in a pricing schedule submitted with the Proposal. Alternative security which may be acceptable, but are 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: Judy Benson at jbenson@torrinton.org, prior to 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 8, 2018. Each Proposer shall confirm it has received all Addenda by executing and submitting as part of a Proposal the Certification attached hereto as Exhibit D and made a part hereof.

ARTICLE IV. Proposal Requirements:

- A. Proposals shall be submitted with all of the information described in this Article IV.
- B. All Proposals shall include a list of the Proposer's current clients. All Proposers 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 its 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 proposing on this contract the vendor agrees that any or all past clients may be contacted by the Torrington School System. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators 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 damage 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 your company. The above release shall also include and apply to any former client contacted.

- C. As part of a Proposal, all Proposers shall provide the Board with satisfactory evidence of the Proposers financial and moral responsibility to perform the Contract throughout the term of the Contract.
- D. 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.
- E. Each Proposal Form shall be submitted in the form of the Proposal Forms in Exhibit A attached hereto and made a part hereof (collectively, the "Proposal Form").
- F. Each Proposer will include a statement as part of a Proposal of its requirements for operators of vehicles, especially those for special education transportation, which are in addition to any requirements enumerated in federal, state or local law, rules or regulations.
- G. 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.
- H. All Proposal Prices quoted by Proposers must be firm prices for a period of one hundred twenty (120) days from June 12, 2018. 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.
- I. 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.
- J. In determining the ranking of responsible Proposers, the Board may 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.
- K. 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.
- L, The Board supports efforts to reduce the use of illegal drugs in the workplace. The drug-free workplace program certification is attached as <u>Exhibit D</u> 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, fuel, 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 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 schools which will be designated by the Board.
- C. The Board is requesting Proposals based upon a three (3) year term, July 1, 2018 through June 30, 2021.
- 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.

ARTICLE VI 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

PROPOSAL FORM FOR TRANSPORTATION SERVICES

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 strict accordance with the Proposal Documents and the Contract, including furnishing vehicles and any and all labor and materials, and to do all the Transportation 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 as Exhibit A.

Signature:	Date:
Print Name:	Print Company Name:

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EXHIBIT A

Page **10** of **69** 5641735v1

5641735v1

DESCRIPTION OF SERVICES BID #2018-0011 - 2018-2019 SPECIAL EDUCATION TRANSPORTATION

SCHOOL: ACCESS/Danbury, 103 Miry Brook Rd Danbury, CT **NUMBER OF STUDENTS (RSY)** SCHOOL HOURS (RSY) DAYS (RSY) 2 Torrington Residents M - F: 8:00 AM - 1:50 PM **NUMBER OF STUDENTS (ESY) SCHOOL HOURS (ESY)** DAYS (ESY) 1 Torrington Resident M - Th: 8:00 AM - 1:00 PM19 (7/2/18-8/2/18) **CONTRACTOR QUOTES** Price Per Day Per Vehicle \$ _____ Base price for transportation per description of service Daily price for aid if required or if added/removed during the year \$_____ 3. Price for each additional day beyond the description of service in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has \$ _____ been contracted for under this bid. \$ _____ 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: MAKE/MODEL: _____ BODY STYLE: NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated , 2018. **BID QUOTE:** Signature of Contractor: Company Name: _____

SCHOOL: ACCESS/North, 28 St. John's Pl Torrington, CT

	UMBER OF STUDENTS (RSY)	SCHOOL HOURS (RSY)	DAYS (RSY)
\mathcal{E}		M / W / Fr: 8:30 AM – 12:00 PM Tu / Th: 8:00 AM – 12:00 PM	I 180 180
1 1	Torrington resident	1u/1n. 0.00/nwi 12.001wi	100
<u>C(</u>	ONTRACTOR QUOTES		Price Per Day Per Vehicle
1.	Base price for transportation per descr	iption of service	\$
2.	Daily price for aid if required or if add	led/removed during the year	\$
3.	Price for each additional day beyond the in order to facilitate summer school (if		\$
4.	Price for each additional student added been contracted for under this bid.	d to a vehicle which has	\$
5.	Price deducted for each student remove has been contracted for under this bid.		\$
6. Added cost/cost savings for wheelchair van if added/removed		r van if added/removed	\$
 Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: 			\$
VI	EHICLES TO BE USED:		
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By cor		indicates that he or she agrees to all coall conditions in the SPECIAL EDUC	NG IN PROPER WORKING onditions of this bid document as well as al CATION TRANSPORTATION Agreement
BI	D QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
Co	ompany Name:		

SCHOOL: ACCESS/North, 28 St. John's Pl Torrington, CT

_	Torrington resident	M - F: 8:00 AM – 1:50	PM 180
<u>C(</u>	ONTRACTOR QUOTES	2 students AM / 1 stude	Price Per Day Per Vehicle
1.	Base price for transportation per descri	ption of service	\$
2.	Daily price for aid if required or if adde	ed/removed during the year	\$
3.	Price for each additional day beyond the in order to facilitate summer school (if	•	\$
4.	Price for each additional student added been contracted for under this bid.	to a vehicle which has	\$
5. Price deducted for each student removed from a vehicle which has been contracted for under this bid.			\$
6.	Added cost/cost savings for wheelchain	van if added/removed	\$
7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet:		er \$	
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By con	nditions of this bid document as well as a	ndicates that he or she agree	s to all conditions of this bid document as well as al L EDUCATION TRANSPORTATION Agreement
BI	D QUOTE:		
Sig	gnature of Contractor:		
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Co	ompany Name:		

SCHOOL: ACES, 261 Skiff St Hamden, CT Wheelchair Van & Aide Needed NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) 1 Waterbury Resident M- F: 8:30 AM – 2:30 PM (W @ 1:00) **NUMBER OF STUDENTS (ESY) SCHOOL HOURS** (ESY) DAYS (ESY) 1 Waterbury resident M - F: 8:30 AM - 1:30 PM19(7/2/18 - 7/27/18)**CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service 2. Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service \$ in order to facilitate summer school (if not already included). \$ _____ 4. Price for each additional student added to a vehicle which has been contracted for under this bid. 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: _____ **BODY STYLE:** MAKE/MODEL: NOTE - ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated **BID QUOTE:** Signature of Contractor: Title: _____

Company Name:

SCHOOL: Arch Bridge, 21 Arch Bridge Rd Bethlehem, CT

Wheelchair Van and Aide Needed (RSY only) - Female Driver Requested (RSY & ESY)

	UMBER OF STUDENTS (RSY)	SCHOOL HOURS (RSY)	' <u></u>		
3	Torrington Residents	M- F: 8:30 AM – 2:00 PM	189		
	UMBER OF STUDENTS (ESY) Forrington resident	SCHOOL HOURS (ESY) M – F: 8:30 AM – 11:30 A			
C	ONTRACTOR QUOTES				
<u></u>	ONTRACTOR QUOTES		Price Per Day Per Vehicle		
1.	Base price for transportation per desc	ription of service	\$		
2.	Daily price for aid if required or if ad	ded/removed during the year	\$		
3.	Price for each additional day beyond in order to facilitate summer school (i		\$		
4.	Price for each additional student adde been contracted for under this bid.	ed to a vehicle which has	\$		
5. Price deducted for each student removed from a vehicle which has been contracted for under this bid.			\$		
6.	Added cost/cost savings for wheelcha	ir van if added/removed	\$		
7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet:			\$		
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M	AKE/MODEL:	ВОГ	BODY STYLE:		
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BI	D QUOTE:				
Sig	gnature of Contractor:				
Ti	tle:				
Co	ompany Name:				

SCHOOL HOURS (RSY)

M- F: 8:00 AM – 2:45 PM (W @ 1:00)

DAYS (RSY)

183

SCHOOL: IEA, 840 North Main St West Hartford, CT

NUMBER OF STUDENTS (RSY)

1 Torrington Resident

	UMBER OF STUDENTS (ESY) Torrington resident	SCHOOL HOURS (ES M – F: 9:00 – 1:00 PM	
<u>C</u> (ONTRACTOR QUOTES		Price Per Day Per Vehicle
1.	Base price for transportation per descri	ription of service	\$
2.	Daily price for aid if required or if add	ded/removed during the year	\$
3.	Price for each additional day beyond in order to facilitate summer school (i		\$
4.	Price for each additional student adde been contracted for under this bid.	d to a vehicle which has	\$
5.	Price deducted for each student remove has been contracted for under this bid		\$
6.	Added cost/cost savings for wheelcha	ir van if added/removed	\$
7.	Price for combination with other runs Cost share arrangements with other di List all runs here or on separate sheet:	istricts.	ler \$
	EHICLES TO BE USED:		
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CO By co	ONDITION v signing this document, the Contractor	indicates that he or she agrees all conditions in the SPECIAL	PITIONING IN PROPER WORKING es to all conditions of this bid document as well as all AL EDUCATION TRANSPORTATION Agreement 2018.
BI	D QUOTE:		
Si	gnature of Contractor:		
Ti	tle:		
Co	ompany Name:		

SCHOOL: Boys & Girls Village, 528 Wheelers Farms Rd Milford, CT NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) 1 Bridgeport Resident M- F: 8:15 AM – 2:45 PM **NUMBER OF STUDENTS (ESY)** SCHOOL HOURS (ESY) DAYS (ESY) M - F: 8:15 AM - 2:45 PM18(6/25/18 - 7/20/18)1 Bridgeport resident **CONTRACTOR OUOTES Price Per Day Per Vehicle** \$____ 1. Base price for transportation per description of service Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service \$ in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has been contracted for under this bid. 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider \$____ Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: MAKE/MODEL: _____ BODY STYLE: NOTE - ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated **BID QUOTE:** Signature of Contractor: _____

Company Name:

SCHOOL: CT Children's Medical Center (CCMC), 300 John Downey Dr. New Britain, CT

Two Aides and Two Harnesses Needed

	UMBER OF STUDENTS (RSY) Forrington Residents	SCHOOL HOURS (I M- F: 8:00 AM – 2:30	
	UMBER OF STUDENTS (ESY) Forrington residents	SCHOOL HOURS (I M – F: 8:30 AM – 1:30	
<u>C(</u>	ONTRACTOR QUOTES		Price Per Day Per Vehicle
1.	Base price for transportation per descript	tion of service	\$
2.	Daily price for aid if required or if added	d/removed during the yea	r \$
3.	Price for each additional day beyond the in order to facilitate summer school (if n		\$
4.	Price for each additional student added to been contracted for under this bid.	o a vehicle which has	\$
5.	Price deducted for each student removed has been contracted for under this bid.	from a vehicle which	\$
6.	Added cost/cost savings for wheelchair v	van if added/removed	\$
7.	Price for combination with other runs. Description Cost share arrangements with other distributed all runs here or on separate sheet:		der \$
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M	AKE/MODEL:		BODY STYLE:
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BI	D QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
Co	ompany Name:		

SCHOOL HOURS (RSY)

M- F: 8:00 AM – 2:30 PM (Th 1:00)

DAYS (RSY)

SCHOOL: CT Children's Medical Center (CCMC), 300 John Downey Dr. New Britain, CT

NUMBER OF STUDENTS (RSY)

1 Colchester Resident

	UMBER OF STUDENTS (ESY) Colchester resident	SCHOOL HOURS (ESY M – F : 8:30 AM – 1:30 F	
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	_		Price Per Day Per Vehicle
1.	Base price for transportation per descr	ription of service	\$
2.	Daily price for aid if required or if add	ded/removed during the year	\$
3.	Price for each additional day beyond in order to facilitate summer school (i	•	\$
4.	Price for each additional student adde been contracted for under this bid.	d to a vehicle which has	\$
5.	Price deducted for each student remove has been contracted for under this bid	\$	
6.	Added cost/cost savings for wheelcha	ir van if added/removed	\$
7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet:			\$
VI	EHICLES TO BE USED:		
DI	ESCRIPTION:	YE	AR:
M	AKE/MODEL:	ВО	DDY STYLE:
CO By		indicates that he or she agrees t	to all conditions of this bid document as well as all EDUCATION TRANSPORTATION Agreement
ΒI	D QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
Co	ompany Name:		

Aide Needed

CT Junior Republic (CJR), 550 Goshen Rd Litchfield, CT

NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) 5 Torrington Residents $\overline{\text{M- F: 8:00 AM} - 2:00 PM}$ (W 12:30) 185 **NUMBER OF STUDENTS (ESY)** SCHOOL HOURS (ESY) DAYS (ESY) 1 Torrington resident M - F: 8:00 AM - 12:30 PM 29 (7/9/18 - 8/16/18)**CONTRACTOR QUOTES** Price Per Day Per Vehicle \$____ Base price for transportation per description of service Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has been contracted for under this bid. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed \$ _____ 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: _____ MAKE/MODEL: **BODY STYLE:** NOTE - ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated _______, 2018. **BID QUOTE:** Signature of Contractor: Title: _____

Company Name:

SCHOOL:

SCHOOL HOURS (RSY) M- F: 8:20 AM – 2:50 PM

DAYS (RSY) 182 Days

SCHOOL: CREC Reggio Magnet School, 59 Waterville Rd Avon, CT

NUMBER OF STUDENTS (RSY)
1 Torrington Resident

<u>C(</u>	ONTRACTOR QUOTES		
		Price Per Day Per Vehicle	
1.	Base price for transportation per description of service	\$	
2.	Daily price for aid if required or if added/removed during the ye	ear \$	
3.	Price for each additional day beyond the description of service in order to facilitate summer school (if not already included).	\$	
4.	Price for each additional student added to a vehicle which has been contracted for under this bid.	\$	
5.	Price deducted for each student removed from a vehicle which has been contracted for under this bid.	\$	
6.	Added cost/cost savings for wheelchair van if added/removed	\$	
7.	Price for combination with other runs. District is willing to const. Cost share arrangements with other districts. List all runs here or on separate sheet:	sider \$	
<u>VI</u>	EHICLES TO BE USED:		
DI	ESCRIPTION:	YEAR:	
M	AKE/MODEL:	BODY STYLE:	
By co	OTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITION resigning this document, the Contractor indicates that he or she agranditions of this bid document as well as all conditions in the SPECted	rees to all conditions of this bid document as well a CIAL EDUCATION TRANSPORTATION Agree	
BI	D QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
Co	ompany Name:		

SCHOOL: CREC IPM at Plainville High School, 47 Robert Holcomb Way Plainville, CT Wheelchair Van Needed Student travels with own nurse NUMBER OF STUDENTS (RSY) **SCHOOL HOURS (RSY)** DAYS (RSY) 1 New Britain Resident M-F: 8:30 AM - 2:30 PM180 Days **NUMBER OF STUDENTS (ESY) SCHOOL HOURS (ESY)** DAYS (ESY) 1 New Britain resident M - F: 8:30 Am - 2:30 PM29 (7/2/18-8/10/18) **CONTRACTOR QUOTES** Price Per Day Per Vehicle \$ _____ Base price for transportation per description of service Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has been contracted for under this bid. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed \$_____ 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: _____ MAKE/MODEL: **BODY STYLE:** NOTE - ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated _______, 2018. **BID QUOTE:** Signature of Contractor:

Title: _____

Company Name:

SCHOOL: CREC @ Birken, 1289 Blue Hills Ave Bloomfield, CT

Harness Needed / 2 Aides AM; 1 Aide at 2:30 PM; 2 aides at 4:00 PM

	UMBER OF STUDENTS Torrington Residents	SCHOOL HOURS M - F: 8:30 AM - 2:3 1 run in AM (3 stude		PM	DAYS (Year Round)
<u>C(</u>	ONTRACTOR QUOTES	2 runs in PM (1 stude 2 students out at 4:00			209 days (2:30 dismissal) 240 days (4:00 dismissal) Per Day Per Vehicle
1	Base price for transportation per descript	ion of service			ter buj rer vemere
2.	Daily price for aid if required or if added.		ar		
			aı		
3.	Price for each additional day beyond the in order to facilitate summer school (if no			\$	
4.	Price for each additional student added to been contracted for under this bid.	a vehicle which has		\$	
5.	Price deducted for each student removed has been contracted for under this bid.	from a vehicle which		\$	
6.	Added cost/cost savings for wheelchair v	an if added/removed		\$	
7.	Price for combination with other runs. D Cost share arrangements with other distri List all runs here or on separate sheet:		sider	\$	
<u>V</u>	EHICLES TO BE USED:				
DI	ESCRIPTION:		YEAR:		
M	AKE/MODEL:		BODY ST	YLE: _	
CO By	OTE – ALL VEHICLES MUST HAVE IDNDITION or signing this document, the Contractor indulations of this bid document as well as all ted	icates that he or she agr conditions in the SPEC	rees to all co	nditions	of this bid document as well as all
ΒI	D QUOTE:				
Sig	gnature of Contractor:				
Ti	tle:				
Co	ompany Name:				

SCHOOL: Fresh Start School at FOCUS Center for Autism, 126 Dowd Ave Canton, CT

	UMBER OF STUDENTS (RSY) Forrington Residents	SCHOOL HOURS (RS M- F: 8:15 AM – 2: PM	<u>Y)</u>	DAYS (RSY) 185
2 7	UMBER OF STUDENTS (ESY) Forrington residents	SCHOOL HOURS (ESTu / Wed/ Th: 9:30 AM (except 1st week is Tu / Tu	-2:30 PM	<u>DAYS (ESY)</u> 24 (7/3/18 – 8/23/18)
<u>C(</u>	ONTRACTOR QUOTES		Price	e Per Day Per Vehicle
1.	Base price for transportation per descrip	otion of service	\$	
2.	Daily price for aid if required or if adde	d/removed during the year	\$	
3.	Price for each additional day beyond the in order to facilitate summer school (if i		\$	
4.	Price for each additional student added been contracted for under this bid.	to a vehicle which has	\$	
5. Price deducted for each student removed from a vehicle which has been contracted for under this bid.		\$		
6.	Added cost/cost savings for wheelchair	van if added/removed	\$	
7.	7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet:		r \$	
<u>VI</u>	EHICLES TO BE USED:			
DI	ESCRIPTION:	Y	EAR:	
M	AKE/MODEL:	Во	ODY STYLE:	
CO By	OTE – ALL VEHICLES MUST HAVE ONDITION or signing this document, the Contractor in a nditions of this bid document as well as a sted	dicates that he or she agrees	to all condition L EDUCATIO	ns of this bid document as well as al
BI	D QUOTE:			
Sig	gnature of Contractor:			
Ti	tle:			

SCHOOL: Gengras, 1678 Asylum Ave West Hartford, CT Wheelchair Van & Aide Needed NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) 3 Torrington Residents $\overline{\text{M- F: 8:45 AM} - 2:50 PM}$ (W 1:00) **NUMBER OF STUDENTS (ESY) SCHOOL HOURS** (ESY) DAYS (ESY) 3 Torrington residents M - F: 9:00 AM - 2:00 PM24 (6/25/18 - 7/27/18)**CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service \$ _____ 2. Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service \$ in order to facilitate summer school (if not already included). 4. Price for each additional student added to a vehicle which has been contracted for under this bid. 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** YEAR: _____ DESCRIPTION: MAKE/MODEL: **BODY STYLE:** NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated , 2018. **BID QUOTE:** Signature of Contractor:

Company Name:

SCHOOL: Grace Webb Cheshire, 724 Jarvis St Cheshire, CT

	UMBER OF STUDENTS (RSY) Torrington Resident	SCHOOL HOURS (R M- F: 8:15 AM – 2:20		DAYS (RSY) 185
	UMBER OF STUDENTS (ESY) Γorrington resident	SCHOOL HOURS (E M – F: 8:30 AM – 2:00		DAYS (ESY) 19 (7/2/2018 – 7/27/2018)
<u>C(</u>	ONTRACTOR QUOTES		<u>Price</u>	e Per Day Per Vehicle
1.	Base price for transportation per desc	eription of service	\$	
2.	Daily price for aid if required or if ad	ded/removed during the year	\$	
3.	Price for each additional day beyond in order to facilitate summer school (\$	
4.	Price for each additional student adde been contracted for under this bid.	ed to a vehicle which has	\$	
5.	Price deducted for each student remo has been contracted for under this bid		\$	
6.	Added cost/cost savings for wheelcha	nir van if added/removed	\$	
7.	Price for combination with other runs Cost share arrangements with other d List all runs here or on separate sheet	istricts.	ler \$	
VI	EHICLES TO BE USED:			
DI	ESCRIPTION:		YEAR:	
M	AKE/MODEL:		BODY STYLE:	
CO By	OTE – ALL VEHICLES MUST HAVE ONDITION or signing this document, the Contractor anditions of this bid document as well as ted	indicates that he or she agrees all conditions in the SPECL	es to all condition	ns of this bid document as well as al
ΒI	D QUOTE:			
Sig	gnature of Contractor:			
Ti	tle:			
C	omnany Name•			

SCHOOL: Grace Webb Hartford, 200 Retreat Ave Hartford, CT

	UMBER OF STUDENTS (RSY) Forrington Residents	<u>SCHOOL HOURS (RS</u> M- F: 8:15 AM – 2:20 Pl	
	UMBER OF STUDENTS (ESY) Γorrington residents	SCHOOL HOURS (ES M – F: 8:30 AM – 2:00 I	
<u>C(</u>	ONTRACTOR QUOTES		Price Per Day Per Vehicle
1.	Base price for transportation per descri	ription of service	\$
2.	Daily price for aid if required or if add	ded/removed during the year	\$
3.	Price for each additional day beyond tin order to facilitate summer school (i		\$
4.	Price for each additional student adde been contracted for under this bid.	d to a vehicle which has	\$
5.	Price deducted for each student remove has been contracted for under this bid		\$
6.	Added cost/cost savings for wheelcha	ir van if added/removed	\$
7.	Price for combination with other runs Cost share arrangements with other di List all runs here or on separate sheet:	r \$	
	EHICLES TO BE USED:		
DI	ESCRIPTION:	YI	EAR:
M	AKE/MODEL:	ВС	ODY STYLE:
CO By		indicates that he or she agrees all conditions in the SPECIA	to all conditions of this bid document as well as al L EDUCATION TRANSPORTATION Agreement
	D QUOTE:		
Sig	gnature of Contractor:		
	tle:		
Co	ompany Name:		

SCHOOL: High Roads Hartford, 55 Waverley St Hartford, CT

	UMBER OF STUDENTS (RSY)	SCHOOL HOURS (RS) M - F: 8:15 AM – 2:15 PM	
2.	Torrington Residents	Every other Friday out at	
<u>C(</u>	ONTRACTOR QUOTES	zvery omer rinary out at	
			Price Per Day Per Vehicle
1.	Base price for transportation per desc	ription of service	\$
2.	Daily price for aid if required or if ad-	ded/removed during the year	\$
3.	Price for each additional day beyond in order to facilitate summer school (i		\$
4.	Price for each additional student added to a vehicle which has been contracted for under this bid.		\$
5.	. Price deducted for each student removed from a vehicle which has been contracted for under this bid.		\$
6.	Added cost/cost savings for wheelcha	ir van if added/removed	\$
7.	Price for combination with other runs Cost share arrangements with other di List all runs here or on separate sheet	istricts.	\$
VI	EHICLES TO BE USED:		
DI	ESCRIPTION:	YE	AR:
MAKE/MODEL:			DDY STYLE:
CO By		indicates that he or she agrees to all conditions in the SPECIAL	to all conditions of this bid document as well as all EDUCATION TRANSPORTATION Agreemen
BI	D QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
Co	ompany Name:		

SC	CHOOL:	High Roads Wallingford 29A Village Lane Wallingford, CT	High Roads BEST Aca 5 Barnes Industrial Rd Wallingford, CT	•	Aide Needed COMBINED RUN	
3 Torrington Residents M- F: 8:15 AM		SCHOOL HOURS (R M- F: 8:15 AM – 2:15 Every other Friday or	PM	<u>DAYS (RSY)</u> 180		
<u>CC</u>	ONTRACT(OR QUOTES	, ,		e Per Day Per Vehicle	
					<u> </u>	
1.	Base price	for transportation per descrip	tion of service	\$		
2.	2. Daily price for aid if required or if added/removed during the y		d/removed during the year	\$		
3.	3. Price for each additional day beyond the description of service in order to facilitate summer school (if not already included).			\$		
4.	Price for each additional student added to a vehicle which has been contracted for under this bid.			\$		
5.	5. Price deducted for each student removed from a vehicle which has been contracted for under this bid.			\$		
6.	6. Added cost/cost savings for wheelchair van if added/removed			\$	\$	
7.	7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet:			ler \$		
<u>VE</u>	EHICLES T	O BE USED:				
DESCRIPTION:				YEAR:		
MAKE/MODEL:			1	BODY STYLE:		
By	ONDITION signing this nditions of the		dicates that he or she agree	es to all conditio	PROPER WORKING In sof this bid document as well as all on TRANSPORTATION Agreemen	
BI	D QUOTE:					
Sig	gnature of C	Contractor:				
Tit	tle:					
Co	mpany Nan	ne:				

SCHOOL HOURS (RSY) M- F: 7:30 AM – 2:00 PM

<u>DAYS (RSY)</u> 181

SCHOOL: LARC, 341 Main St Torrington, CT

NUMBER OF STUDENTS (RSY)
1 Torrington Residents

<u>C(</u>	ONTRACTOR QUOTES	
		Price Per Day Per Vehicle
1.	Base price for transportation per description of service	\$
2.	Daily price for aid if required or if added/removed during the year	r \$
3.	Price for each additional day beyond the description of service in order to facilitate summer school (if not already included).	\$
4.	Price for each additional student added to a vehicle which has been contracted for under this bid.	\$
5.	Price deducted for each student removed from a vehicle which has been contracted for under this bid.	\$
6.	Added cost/cost savings for wheelchair van if added/removed	\$
7.	Price for combination with other runs. District is willing to const. Cost share arrangements with other districts. List all runs here or on separate sheet:	der \$
<u>VI</u>	EHICLES TO BE USED:	
DI	ESCRIPTION:	YEAR:
M	AKE/MODEL:	BODY STYLE:
CO By	OTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITION signing this document, the Contractor indicates that he or she agreed inditions of this bid document as well as all conditions in the SPEC and indicates that he or she agreed indicates that he or she ag	res to all conditions of this bid document as well as all IAL EDUCATION TRANSPORTATION Agreement
BI	D QUOTE:	
Sig	gnature of Contractor:	
Ti	tle:	

SCHOOL: Oak Hill New Hartford, 30 Antolini Rd New Hartford, CT

Wheelchair Van Needed; 2 Harnesses Needed; Nurse travels with student

	UMBER OF STUDENTS Torrington Residents	SCHOOL HOURS M- F: 8:30 AM – 2:30 PM	DAYS (Year Round) 248
<u>C(</u>	ONTRACTOR QUOTES		Price Per Day Per Vehicle
1.	Base price for transportation per de	escription of service	\$
2.	Daily price for aid if required or if	added/removed during the year	\$
3.	Price for each additional day beyon in order to facilitate summer school		\$
4.	Price for each additional student acbeen contracted for under this bid.	lded to a vehicle which has	\$
5.	Price deducted for each student ren has been contracted for under this		\$
6.	Added cost/cost savings for wheel	chair van if added/removed	\$
7.	Price for combination with other re Cost share arrangements with othe List all runs here or on separate sh	r districts.	\$
<u>VI</u>	EHICLES TO BE USED:		
Dl	ESCRIPTION:	YE	AR:
M	AKE/MODEL:	ВО	DDY STYLE:
CO By co	ONDITION y signing this document, the Contrac	tor indicates that he or she agrees t I as all conditions in the SPECIAL	TIONING IN PROPER WORKING to all conditions of this bid document as well as all EDUCATION TRANSPORTATION Agreemen 18.
BI	ID QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
C	omnany Nama•		

DAYS (Year Round)

SCHOOL HOURS

M- F: 8:30 AM – 2:30 PM 1 run in AM (2 students).

SCHOOL: Oak Hill Avon, 150 Fisher Dr. Avon, CT

NUMBER OF STUDENTS
2 Torrington Residents

	2 runs in PM (1 stud 1 student out at 3:30		
<u>C(</u>	ONTRACTOR QUOTES	Price Per Day Per Vehicle	
1.	Base price for transportation per description of service	\$	
2.	Daily price for aid if required or if added/removed during the year	ar \$	
3.	Price for each additional day beyond the description of service in order to facilitate summer school (if not already included).	\$	
4.	Price for each additional student added to a vehicle which has been contracted for under this bid.	\$	
5.	Price deducted for each student removed from a vehicle which has been contracted for under this bid.	\$	
6.	Added cost/cost savings for wheelchair van if added/removed	\$	
7.	Price for combination with other runs. District is willing to const Cost share arrangements with other districts. List all runs here or on separate sheet:	sider \$	
<u>VI</u>	EHICLES TO BE USED:		
DI	ESCRIPTION:	YEAR:	
M	AKE/MODEL:	BODY STYLE:	
By	OTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITION signing this document, the Contractor indicates that he or she agraditions of this bid document as well as all conditions in the SPEC red	rees to all conditions of this bid document as well CIAL EDUCATION TRANSPORTATION Agree	
ΒI	D QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
Co	mpany Name:		

SCHOOL: Oak Hill Avon, 150 Fisher Dr. Avon, CT Aide and Nurse Needed **NUMBER OF STUDENTS** SCHOOL HOURS **DAYS (Year Round)** 2 Torrington Residents $\overline{\text{M- F: 8:30 AM} - 2:30 PM}$ **CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service \$ _____ Daily price for aid if required or if added/removed during the year Price for each additional day beyond the description of service \$ _____ in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has been contracted for under this bid. \$ _____ 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: _____ BODY STYLE: MAKE/MODEL: NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING CONDITION By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement **BID QUOTE:** Signature of Contractor:

SCHOOL: Oak Hill Bristol, 47 Updon St Bristol, CT Aide Needed **NUMBER OF STUDENTS** SCHOOL HOURS **DAYS (Year Round)** 1 Torrington Resident $\overline{\text{M- F: 8:30 AM} - 2:30 PM}$ **CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service \$ _____ Daily price for aid if required or if added/removed during the year Price for each additional day beyond the description of service \$ _____ in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has \$ been contracted for under this bid. \$ _____ 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: _____ BODY STYLE: MAKE/MODEL: NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING CONDITION By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated ______, 2018. **BID QUOTE:** Signature of Contractor:

SCHOOL: Oak Hill Hartford, 120 Holcomb St Hartford, CT Aide Needed NUMBER OF STUDENTS SCHOOL HOURS **DAYS (Year Round)** 1 Torrington Resident $\overline{\text{M- F: 8:30 AM} - 2:30 PM}$ **CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service \$ _____ Daily price for aid if required or if added/removed during the year Price for each additional day beyond the description of service \$ _____ in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has \$ been contracted for under this bid. \$ _____ 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: YEAR: _____ BODY STYLE: MAKE/MODEL: NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING CONDITION By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement **BID QUOTE:** Signature of Contractor:

SCHOOL: Raymond Hill, 345 Linwood St New Britain, CT **Aide & Harness Needed** NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) 3 Torrington Residents M- F: 8:30 AM – 2:45 PM (Th 12:45) **NUMBER OF STUDENTS (ESY) SCHOOL HOURS (ESY)** DAYS (ESY) 25 (6/25/18 - 7/31/18) 3 Torrington residents M - F: 9:00 AM - 2:30 PMNo ESY 7/4/18, 7/5/18, 7/6/18 **CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service 2. Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service \$ in order to facilitate summer school (if not already included). 4. Price for each additional student added to a vehicle which has been contracted for under this bid. 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** YEAR: _____ DESCRIPTION: MAKE/MODEL: **BODY STYLE:** NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated , 2018. **BID QUOTE:** Signature of Contractor:

Company Name:

SCHOOL: Raymond Hill, 345 Linwood St New Britain, CT Cannot ride on other Raymond Hill run NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) 1 Torrington Resident M- F: 8:30 AM – 2:45 PM (Th 12:45) **NUMBER OF STUDENTS (ESY) SCHOOL HOURS** (ESY) DAYS (ESY) 1 Torrington resident M - F: 9:00 AM - 2:30 PM25 (6/25/18 - 7/31/18)**CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service 2. Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service \$ in order to facilitate summer school (if not already included). 4. Price for each additional student added to a vehicle which has been contracted for under this bid. 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** YEAR: _____ DESCRIPTION: MAKE/MODEL: **BODY STYLE:** NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated , 2018. **BID QUOTE:** Signature of Contractor:

Company Name:

SCHOOL: Region 7/Highlander NWR School District #7 Combined run 30 Elm street 100 Battistoni Drive Winsted, CT Winsted, CT NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) **5** Torrington Residents M- F: 7:30 AM – 2:00 PM – Highlander M- F: 7:34 AM – 2:07 PM - NWR 7 **CONTRACTOR QUOTES** Price Per Day Per Vehicle Base price for transportation per description of service Daily price for aid if required or if added/removed during the year \$ _____ 3. Price for each additional day beyond the description of service in order to facilitate summer school (if not already included). Price for each additional student added to a vehicle which has \$____ been contracted for under this bid. 5. Price deducted for each student removed from a vehicle which \$ _____ has been contracted for under this bid. \$ _____ 6. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** DESCRIPTION: _____ YEAR: _____ MAKE/MODEL: **BODY STYLE:** NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated , 2018. **BID QUOTE:** Signature of Contractor:

Company Name:

SCHOOL: Transitional Employment Unlimited, Inc. (TEU), 15 School St Torrington, CT

_	UMBER OF STUDENTS (RSY)	SCHOOL HOURS (RSY)	DAYS (RSY)
1 7	Torrington Resident	M- F: 8:30 AM – 3:00 PM	181
<u>C(</u>	ONTRACTOR QUOTES		
			Price Per Day Per Vehicle
1.	Base price for transportation per desc	ription of service	\$
2.	Daily price for aid if required or if ad	ded/removed during the year	\$
3.	Price for each additional day beyond in order to facilitate summer school (\$
4.	Price for each additional student added been contracted for under this bid.	ed to a vehicle which has	\$
5.	Price deducted for each student remo has been contracted for under this bio		\$
6.	Added cost/cost savings for wheelcha	air van if added/removed	\$
7.	Price for combination with other runs Cost share arrangements with other d List all runs here or on separate sheet	istricts.	\$
	EHICLES TO BE USED:		
DI	ESCRIPTION:	YEA	AR:
M	AKE/MODEL:	ВОІ	DY STYLE:
CO By		indicates that he or she agrees to s all conditions in the SPECIAL l	all conditions of this bid document as well as al EDUCATION TRANSPORTATION Agreement
BI	D QUOTE:		
Si	gnature of Contractor:		
Ti	tle:		
Co	omnany Name		

SCHOOL: Touchstone, 11 County Pl Litchfield, CT

	Torrington Resident	M- F: 7:55 AM – 2:45 PM	<u>181</u>
CO	ONTRACTOR QUOTES	Fridays out at 1:15 PM	1
<u></u>	STITUTE TOR QUOTES		Price Per Day Per Vehicle
1.	Base price for transportation per de	scription of service	\$
2.	Daily price for aid if required or if	added/removed during the year	\$
3.	Price for each additional day beyon in order to facilitate summer school	•	\$
4.	Price for each additional student ad been contracted for under this bid.	ded to a vehicle which has	\$
5.	Price deducted for each student ren has been contracted for under this b		\$
6.	Added cost/cost savings for wheelc	hair van if added/removed	\$
7.	Price for combination with other ru Cost share arrangements with other List all runs here or on separate she	districts.	\$
	EHICLES TO BE USED:		
DI	ESCRIPTION:	YF	EAR:
M	AKE/MODEL:	BC	DDY STYLE:
CO By	ONDITION signing this document, the Contract	or indicates that he or she agrees as all conditions in the SPECIAI	TIONING IN PROPER WORKING to all conditions of this bid document as well as al L EDUCATION TRANSPORTATION Agreemen 18.
ΒI	D QUOTE:		
Sig	gnature of Contractor:		
Ti	tle:		
Co	ompany Name:		

SCHOOL: Wheeler Clinic @ Northwest Village, 91 Northwest Dr. Plainville, CT 2 Aides Needed NUMBER OF STUDENTS (RSY) SCHOOL HOURS (RSY) DAYS (RSY) 9 Torrington Residents M- F: 8:15 AM – 2:10 PM (Th 12:15) **NUMBER OF STUDENTS (ESY) SCHOOL HOURS** (ESY) DAYS (ESY) 9 Torrington Residents M - F: 8:15 AM - 2:10 PM25 (7/9/18 - 8/10/18)**CONTRACTOR QUOTES** Price Per Day Per Vehicle 1. Base price for transportation per description of service 2. Daily price for aid if required or if added/removed during the year 3. Price for each additional day beyond the description of service \$ in order to facilitate summer school (if not already included). 4. Price for each additional student added to a vehicle which has been contracted for under this bid. 5. Price deducted for each student removed from a vehicle which has been contracted for under this bid. 6. Added cost/cost savings for wheelchair van if added/removed 7. Price for combination with other runs. District is willing to consider Cost share arrangements with other districts. List all runs here or on separate sheet: **VEHICLES TO BE USED:** YEAR: _____ DESCRIPTION: MAKE/MODEL: **BODY STYLE:** NOTE – ALL VEHICLES MUST HAVE HEAT AND AIR CONDITIONING IN PROPER WORKING **CONDITION** By signing this document, the Contractor indicates that he or she agrees to all conditions of this bid document as well as all conditions of this bid document as well as all conditions in the SPECIAL EDUCATION TRANSPORTATION Agreement dated , 2018. **BID QUOTE:** Signature of Contractor:

Company Name:

Watertown Transitional Academy, 76 Westbury Park Rd Watertown, CT **SCHOOL:**

	UMBER OF STUDENTS (RSY) Torrington Residents	<u>SCHOOL HOURS (RS</u> M- F: 7:15 AM – 2:05 Pl	
<u>C</u>	ONTRACTOR QUOTES		Price Per Day Per Vehicle
1.	Base price for transportation per desc	ription of service	\$
2.	Daily price for aid if required or if ad	ded/removed during the year	\$
3.	Price for each additional day beyond in order to facilitate summer school (i		\$
4.	Price for each additional student adde been contracted for under this bid.	ed to a vehicle which has	\$
5.	Price deducted for each student remornant has been contracted for under this bid		\$
6.	Added cost/cost savings for wheelcha	ir van if added/removed	\$
7.	Price for combination with other runs Cost share arrangements with other d List all runs here or on separate sheet	istricts.	r \$
<u>V</u>	EHICLES TO BE USED:		
D	ESCRIPTION:	Y	EAR:
Μ	IAKE/MODEL:	Во	ODY STYLE:
C B		indicates that he or she agrees all conditions in the SPECIA	to all conditions of this bid document as well as all LEDUCATION TRANSPORTATION Agreement
В	ID QUOTE:		
Si	gnature of Contractor:		
Ti	itle:		
C	omnany Name		

EXHIBIT B

FORM OF CONTRACT FOR TRANSPORTATION SERVICES

	CONT	RACT FOR TRANSPORTATION SE	RVICES
	This CONTRACT	FOR TRANSPORTATION SERVICE	(the "Contract") is made
this _	day of	, 2018, by and between the T	ORRINGTON BOARD
OF E	DUCATION, hereina	fter called the "Board," and	, hereinafter called
the "C	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 three (3) years beginning on July 1, 2018 and terminating on June 30, 2021 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.
- B. Since this is SPECIAL EDUCATION TRANSPORTATION, there is a requirement of door-to-door service, between the home and school and return. The "Standard of Care" for this type of business should be of a high standard because of the added consideration to be given to the students transported.
- C. 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 other requested out-of-district special education, which Transportation Services shall include, without limitation, personnel, supervisors, Vehicles (as described in more detail in Section 4), Vehicle Operators (as hereinafter defined), fuel, equipment,

- maintenance services and other services required to provide such Transportation Services.
- D. 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.
- E. 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.
- 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 the general overall supervision and execution of the Transportation Services required by this Contract. The Contact Person shall be available or accessible at all times during the times that Vehicles are operating to receive inquires and instructions from the Board or its agent.
- 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.
- I. The days the Transportation Services required under this Contract shall be performed by the Contractor for the Board is described on the Proposal Form attached as Exhibit B. The Board shall provide school calendars setting forth the days Schools are open to Contractor during each year of this Contract. The Contractor shall also provide summer school transportation related to the route

described on Exhibit B, as may be requested by the Board prior to the start of each summer.

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 on such other days as the Board declares official school days.

The Board will, at the daily rate set forth in <u>Exhibit B</u> attached hereto and made a part hereof (the "Daily Rate"), pay for any Transportation Services hereunder actually performed by the Contractor for the Schools that are open on days that are not official school days, provided, however, there will be no incremental costs, or additional fees, charged over and above the Daily Rate.

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.

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.
- 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. Contractor must have in place a system to monitor bus attendance which can provide to the Board regular reports which can be used for the purposes of

Medicaid reporting requirements.

- O. The Board has experienced excellent student transportation services in the past and expects the following of the Contractor:
 - a. to meet the needs of the children of the community,
 - b. to provide highly skilled drivers,
 - c. to have a reputation of working hard to create and maintain an enviable safety record,
 - d. to keep their equipment in excellent condition,
 - e. to work with the school administration to improve services but not necessarily increase cost.
 - f. to understand the relationship between the quality of service and its interdependency with parent relations,
 - g. to, at all times, work in an effective and professional manner,
 - h. to communicate effectively with the Board,
 - i. to maintain accurate records for vehicle maintenance, accident and billing information.
- P. The Board reserves the right at its sole discretion to allow the transportation of students other than the students of the Board to be transported on the contracted vehicle.
 - It may be possible that children from other school districts may ride with the Board's students on a "regional basis" concept. In that case, the Board will negotiate with the Contractor and the other school districts to determine the feasibility and cost before the "regional basis" concept is approved.
- Q. The Board reserves the right to use other contractors for all other transportation services of the Board. The Board reserves for itself and/or with other vendors the right to transport, in and out of district, any or all special education pupils.
- R. The term "Transportation Services" and "Services" shall mean all, 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 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 SPECIAL EDUCATION 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 transportation 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 of receipt of invoice. All invoices for Services rendered must be submitted within thirty (30) days of 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.

- B. The parties agree that other than the compensation, 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. The cost per day for out-of-district special education transportation is the cost to use the vehicle for the day, regardless of the destination. Such transportation varies. Out-of-district students are placed in schools outside of Torrington based on student need. There may be one student on the bus, a group of students on the bus or there may be stops along the way to pick up students in another town that is on the way. School start and end times vary but will be established before the beginning of school. These runs may change during the year based on student need.
- D. For summer school transportation, the cost per day is for the use of the vehicle for the day.
- E. The price payable for each Vehicle used in providing out-of-district special education 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.

- 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 a School, or arrives later than its scheduled arrival time, the Board may deduct the following amounts:

Minutes Late	<u>Liquidated Damages</u>
10 - 20	25% Daily Rate per Vehicle
21 or more	50% Daily Rate per Vehicle

- 3. 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.
- 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.

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

H. 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.

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 for extended year services 16 and for the regular school year 32-34 vehicles. 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. All Vehicles must be equipped with appropriate safety features and student transportation markings as required by State and Federal Law.
- L. All Vehicles shall be equipped with electronic "Child Check Systems" to ensure no students are left on any Vehicle after a run.
- M. The Contractor must maintain Vehicles in compliance with all Federal, State, and Local laws, rules, and regulations.
- N. The Contractor must provide the 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.

- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. The Contractor shall provide all fuel for the Vehicles.

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. Vehicle Operators and aides must be dependable, steady, temperate, competent, of good repute, neatly dressed and well groomed.

Contractor shall file and maintain a list of approved Vehicle Operators and substitute operators with the Torrington Public Schools and no person whose name does not appear on said list may operate a vehicle in the City of Torrington under this Agreement.

The Contractor is required to submit a photocopy of the public service license, public service permit and/or commercial drivers' license of all drivers and spares before any driver is allowed to transport Torrington children.

- C. 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
- D. 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.
- E. 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.
- F. The Board or its authorized agents, may approve or disapprove, prior to and during employment, a Vehicle Operator or an aide. Notification shall be made by the Board to the Contractor of such Vehicle Operator or aide, or Vehicle Operators or aide, that are considered unsatisfactory by the Board. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract, and such aides shall not provide services under this Contract and shall be immediately removed from providing Services, 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. Contactor 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. 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. 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.
- N. 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 Contact Person who will immediately notify the Board.
- O. 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.
- P. Upon request, the Contractor shall provide aides, as deemed necessary by the Board. Vehicle Operators will be expected to assist aides to enforce reasonable discipline on the Vehicle.
- Q. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- R. All Vehicle Operators 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 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, 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 Contact Person 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.

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 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 9 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 Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the Board. 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.

12. 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 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-"or higher, and a "secured carrier," 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 \$1,000,000 per occurrence/\$2,000,000 aggregate.
- 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 \$1,000,000.
- 4. The Contractor shall maintain \$5,000,000 umbrella or excess liability coverage over underlying automobile and general liability coverage. Must be at least following form of underlying coverage.
- 5. 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.
- 6. Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.
- 7. All Contractor coverage shall be primary and non-contributory.
- 8. Additional insured status shall be granted by ISO endorsement CG2026 07 04 or its equivalent.
- 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 work performed under the Contract.
- G. The Contractor shall deposit with the Board satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Binders evidencing insurance coverage shall be provided to the Torrington Public Schools no later than August 1st of each contract year, or June 15th of each contract year if the Summer Transportation contract is being operated. It is the Contractor's responsibility to initiate this submission, and lack of any specific request from the Board does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a contract default consistent with the provisions of these specifications.

H. 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.

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 Boards 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).

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. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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.

18. 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 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 06790-4822 Attention: Business Manager

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
Ву
BOARD
TORRINGTON BOARD OF EDUCATION
Ву

EXHIBIT A TO THE CONTRACT SCHOOLS

EXHIBIT B TO THE CONTRACT PRICING SCHEDULES

EXHIBIT C

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

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 that 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:	

EXHIBIT E

CERTIFICATION:

	1 1	sals issued by the Torrington Board of ses commencing on July 1, 2018 (the "RFP"	227
	*	ents that (i) it has read and understood the F	
		<u>LES</u> , which are, <u>Exhibits A</u> through <u>E</u> , all	αт,
		the following addendum if any. (If none, so	tate
			tate
undersioned in response	to the RFP conforms to the	d (ii) the proposal submitted by the he terms and conditions of the Proposal	
Documents.	to the Ref Comorning to the	te terms and conditions of the Proposal	
I hereby certify, as an C	Officer of	, that, as the	,
		information and material supplied to the B	
		plete and true. I, as an Officer of	
	, understand that a	all of the terms and conditions of these	
Proposal Documents sh	all be included in the Cont	tract executed with the Board, if awarded the	ne
		, further understand that a	any
	-	e, or, any attempt to mislead the Board is	
		quent to any award, may result in the	
disqualification of the P	roposal, or the immediate	termination of the Contract.	
Signature:		Date:	
Print Name:		Title:	
Notary Public:		(Corporate Se	eal)
Proposer Information			
Company:			
Address:			
City	State	Zip Code	
Telephone # with Area	Code:		
Ear # with Area Code:			
rax # willi Area Code:			
Fmail Address:			