

ROCKY HILL, CT. PUBLIC SCHOOLS

**INVITATION TO BID
Student Transportation Services
Bid # 2025-01**

Sealed bids will be received in the Central Office of Rocky Hill Public Schools, 761 Old Main Street, Room 231, Rocky Hill, CT, 06067 until 10:00 a.m. EST on January 9, 2026, at which time they will be opened and publicly read. Bids to be plainly marked in the lower left-hand corner, **Rocky Hill Student Transportation Services, Bid # 2025-01, Bid Opening, January 9, 2026, 10:00 a.m.** Bid documents and bid forms may be obtained from the same office. They are also available on the Rocky Hill Public Schools website at <https://www.rockyhillps.com/financeoperations>.

Bid Security Required: 10% Bond. Bidders shall not include Federal or State Taxes for which Public Schools are exempt. After the opening of bids, no bid can be withdrawn for a period of ninety (90) days.

The Rocky Hill Board of Education reserves the exclusive right to amend or withdraw the Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Board, in its discretion, to be in the best interest of the Rocky Hill Public Schools/Town of Rocky Hill, CT. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Board, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of Board to reject any and all Bids, in whole or in part. No Bid will be accepted or opened that is not submitted in compliance with the requirements of the Bid Documents.

The Rocky Hill Board of Education does not discriminate on any basis protected under Connecticut law or federal law.

Dated at Rocky Hill, Connecticut on December 15, 2025.

Scott J. Nozik, Ed.D.
Assistant Superintendent for Finance and Operations

INVITATION TO BID
Student Transportation Services
Bid # 2025-01

December 15, 2025

The Rocky Hill Board of Education (hereinafter, the “Board”) invites the submission of bids from qualified transportation carriers for the furnishing of student transportation services for the Rocky Hill Public Schools (the “District”) for a contract term of three (3) years, commencing on July 1, 2026 and continuing through June 30, 2029, with a Board option for two (2) additional years, commencing on July 1, 2029 and continuing through June 30, 2031, at bid-upon pricing. The Board is seeking this contract term flexibility due to uncertainty regarding the implementation of the Connecticut Clean Air Act, which currently requires the implementation of a fleet of zero-emission vehicles in the District on January 1, 2030. Should the deadline be delayed or otherwise modified, it is the Board’s current intent to exercise the option for the final two (2) years.

The Board is requesting bids for the provision of a range of student transportation services including but not limited to: public home-to-school (both in and out of town) transportation, identified in-town and out-of-district special education transportation, pre-kindergarten transportation, summer (extended school year) transportation; and extra-curricular/special trips, including field trips and sports trips (excluding certain services).

The Board reserves the right to utilize its own or leased vehicles, or engage another contractor for any field, athletic trip or for out-of-district special education transportation needs which occur during the term of the resulting contract.

Bid Documents: Bid Documents may be obtained at the District’s Office (located at 761 Old Main Street, Room 231, Rocky Hill, CT, 06067) Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m., excluding school holidays. They are also available on the Rocky Hill Public Schools website at <https://www.rockyhillps.com/financeoperations>.

Bid Due Date/Opening: Bids will be accepted until January 9, 2026 **at 10:00 a.m.** (the “Bid Due Date”) at which time the bids submitted in accordance with the Bid Documents will be publicly opened and read aloud. Each Bid must be submitted in duplicate copies in a sealed envelope and clearly labeled in the lower left-hand corner: “**Rocky Hill Student Transportation Services, Bid # 2025-01, Bid Opening, January 9, 2026, 10:00 a.m.**” and shall be submitted to:

Central Office
c/o Dr. Scott J. Nozik, Assistant Superintendent for Finance and Operations
Rocky Hill Public Schools
761 Old Main Street, Room 231
Rocky Hill, Connecticut 06067

Bids shall be completed and delivered in accordance with all of the requirements of the Bid Documents no later than the Bid Due Date. No emailed or faxed Bids will be accepted. Please refer to the Bid Documents for other important dates and submission requirements.

The Board reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Board, in its discretion, to be in the best interest of the District. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Board, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of Board to reject any and all Bids, in whole or in part. No Bid will be accepted or opened that is not submitted in compliance with the requirements of the Bid Documents.

INSTRUCTIONS TO BIDDERS

1. Bids shall be received from Bidders for the furnishing of all vehicles, vehicle operators, equipment, technology and services necessary to perform the transportation services in accordance with the requirements described in the Form of Contract, Schedule 1 (the “Form of Contract”) attached hereto.
2. The transportation services requested in this Invitation to Bid include all vehicles, vehicle operators and other personnel, mileage, equipment, technology and services to provide the transportation services described herein, including transporting students to public schools located outside of the Town of Rocky Hill, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and therefore, the bid prices submitted in accordance with the Pricing Schedule attached as Appendix B (the “Bid Price”) shall be “all-inclusive.” To avoid any doubt, Bid prices shall include all of the terms, conditions, requirements, obligations, provisions and particulars described in the Form of Contract. Further, the Board shall not be charged or otherwise penalized for any circumstances in which the schedule for any school designated by the Board to receive Transportation Services in accordance with the Contract which has a schedule which differs from that of the Board.
3. The successful Bidder shall execute a Contract substantially in the form of the Form of Contract attached hereto in Schedule 1. **Each Bidder should be thoroughly familiar with all the terms, conditions, requirements, obligations, provisions and particulars in this Invitation to Bid, including, without limitation, Schedule 1.** The Contract may contain such other further additional provisions that the Board deems necessary. The period of the Contract shall be for a term of three (3) years, commencing on July 1, 2026 and continuing through June 30, 2029, with a Board option for two (2) additional years, commencing on July 1, 2029 and continuing through June 30, 2031, at bid-upon pricing. The

Board is seeking this contract term flexibility due to uncertainty regarding the implementation of the Connecticut Clean Air Act, which currently requires the implementation of a fleet of zero-emission vehicles in the District on January 1, 2030. Should this deadline be delayed or otherwise modified, it is the Board's current intent to exercise its option for the final two (2) years.

4. When a Bid is executed and submitted by Bidder, the Bidder acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements described in this Invitation to Bid, any amendment made thereto, and any Addendum issued.
5. The Bidder shall submit its Bid in sealed packaging marked clearly labeled in the lower left-hand corner: **"Rocky Hill Student Transportation Services, Bid # 2025-01, Bid Opening, January 9, 2026, 10:00 a.m."**.
6. The Bids shall be submitted no later than **January 9, 2026 at 10:00 a.m.** Bids received later than such date and time will not be considered and will be returned unopened.
7. The Bidder shall submit two (2) copies of the Bid in accordance with the submission procedures set forth herein.
8. The successful Bidder shall be required to comply with the laws, rules, regulations and policies of federal, state, and local governments and the contents of any transportation manual or other rules, regulations and policies which the Rocky Hill Board of Education might publish (collectively, the "Laws & Rules"). It shall be the responsibility of the successful Bidder to ensure that all personnel employed are familiar with the Laws & Rules.
9. Each Bidder is responsible for ensuring that it obtains the information it requires to make a responsive and responsible bid that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing to Assistant Superintendent for Finance & Operations via email at noziks@rockyhillps.com prior to 5:00 p.m. on December 23, 2025. Responses to inquiries will be by Addendum, as set forth in this Invitation to Bid. A written request does not in any way diminish a Bidder's responsibility to get the information it needs to make a Bid. All communications from prospective Bidders to the Board must be made in writing to the Board's contact person indicated above.
10. Purchases made by the Board are exempt from the payment of federal excise taxes, as well as State of Connecticut sales tax. Such taxes should not be included in the Bid Price.
11. Bids which qualify, amend, limit, or omit any of the Bid Requirements shall not be considered. Failure of the Bid to include all of the information requested under the section entitled "Alternates" and the corresponding "Alternates" section in the Pricing Schedule, which shall be completed in the form attached hereto as

Appendix B, may result in the Board's determination that the Bid is not responsive.

ROUTE INSPECTIONS ARE REQUIRED. REVIEW OF ALL EXISTING CONDITIONS IS THE SOLE RESPONSIBILITY OF THE BIDDER. THE CURRENT NUMBER OF VEHICLES AND SCHOOLS AND BELL TIMES MAY CHANGE FROM TIME-TO-TIME THROUGHOUT THE TERM AND ARE LISTED HERE FOR INFORMATIONAL PURPOSES ONLY.

As of the date hereof, the Board:

- currently estimates that eighteen (18) School Buses will be required for home-to-school transportation during the first year of this Agreement. The transportation of students will include students attending public schools in Rocky Hill as well as certain Rocky Hill students enrolled in out-of-town programs, including a Vo-Ag school in Middletown, technical schools in Middletown (including special education students), and the Academy of Aerospace and Engineering.
 - requires service to be provided in a three-tier system in accordance with the start and end times of each school. The tiers are comprised of: (1) Rocky Hill High School and Griswold Middle School; (2) Moser Intermediate; and (3) the fleet divided to transport students to West Hill Elementary and Stevens Elementary.
 - operates kindergarten on a full-day schedule.
 - is seeking information regarding a Bidder's ability to provide out-of-district special education routes using vans or sedans. The Board is interested in maintain the efficiency of using a single vendor to provide all transportation services, if it determines, based on the bids received, that it would be in the best interest of the District to do so.
 - requires at least two (2) spare Type 1 buses and one (1) spare Type II bus for emergency, athletic and educational purposes, in addition to the 18 home-to-school buses. These spare buses shall be parked in a suitable location in Rocky Hill or at the Contractor's terminal while schools are in operation.
12. The successful Bidder shall, after being awarded the Contract, and before doing any work, furnish certificates of insurance, including automobile property damage liability, public liability and worker's compensation insurance in the amounts outlined in Exhibit D to the Form of Contract. Copies of insurance certificates shall be required at the beginning of each school year. EACH BID PACKAGE SHOULD INCLUDE COPIES OF THE BIDDER'S EXISTING INSURANCE POLICIES.

13. The Board may make such investigation as deemed necessary to determine the ability of the Bidder to discharge the Contract, if awarded. The Bidder shall furnish the Board with all such information and data as may be required for this purpose.
14. One or more Bidders may be asked to provide additional information, to meet with the Board to discuss their Bid, or to address such other issues as deemed important by the Board.
15. The District also reserves the right to interview and negotiate with one or more Bidders after the bids are opened. The District reserves to itself the right to be the sole judge of which Bid best meets the needs of the District. The District has the right to modify the final Contract based upon negotiations with bidders. Prior to identifying the successful Bidder and during the Term, the District reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder to the District.
16. Any modification to this Invitation to Bid, or clarification thereof, will be made by Addendum. Responses to inquiries will also be by Addendum. Any Addendum will be posted on the Rocky Hill Board of Education's website on or before the close of business on December 30, 2025. Each Bidder shall confirm prior to submitting its Bid that it has received each and every Addendum issued by the Board related to this Invitation to Bid.
17. The Board also reserves the right to discuss the scope of services and specifications with one or more Bidders and to make such modifications as the Board in its sole discretion, deems to be in the District's best interest.
18. The Board reserves the right to amend or withdraw this Invitation to Bid for any reason whatsoever. The District reserves the right to accept or reject any or all Bids, in whole or in part, and to make such awards, in whole or in part, including accepting a Bid or part of a bid, that in its judgment will be in the best interest of the District, even if such Bid is not the lowest dollar-cost proposal. The District reserves the right to waive any informalities, irregularities, technical defects, non-material deficiencies or procedural irregularities in any Bid submission. No Bid will be accepted or opened that is not submitted in compliance with the requirements of the Bid Documents.
19. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to the Contract.
20. Bids shall be mailed or delivered (no facsimile or email Bids will be accepted) to:

Central Office
Rocky Hill Public Schools
761 Old Main Street, Room 231
Rocky Hill, Connecticut, 06067

BID REQUIREMENTS

1. The Bid shall be submitted, at a minimum, with all of the information described in this Invitation to Bid, including the Appendices and Schedules attached hereto. By submitting a Bid, each Bidder hereby agrees to execute a final Contract with the Board including the terms and conditions included in the Form of Contract, as well as other terms and conditions desired by the Board (Schedule 1).
2. The Bidder is prohibited from withdrawing a Bid for at least ninety (90) days from the Bid Due Date, and as such, all Bid Prices quoted by Bidders shall be firm prices for at least ninety (90) days from the Bid Due Date. After such initial ninety (90) day period, if the Bidder has not been awarded the Contract, the Bidder has the ability to withdraw its Bid and such withdrawal shall be effective only upon the Board's receipt of written notice of the same from the Bidder. Notwithstanding anything contained herein to the contrary, if the Contract has been awarded to a Bidder, such Bidder's Bid Price shall be firm prior to the execution of the Contract and then during the Term.
3. All Bidders shall read and execute the Non-Discrimination Memorandum, in the form of Appendix A, attached hereto and made a part hereof.
4. Each Bidder shall read, complete and execute the "Pricing Schedule" in the form of Appendix B.
5. All Bidders shall read and complete the reference check form attached as Appendix C ("Reference Check"). The Bidder, by submitting a Bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Bidder. Such Reference Check is incorporated into and made a part of each Bid.
6. In addition to those districts listed on the Reference Check, each Bidder shall provide a list of school districts for which the Bidder currently provides transportation services pursuant to a signed, written transportation contract.
7. All Bidder shall read, complete and execute the Non-Collusion Statement in the form attached as Appendix D in which the Bidder shall declare that its Bid is made without any connection with any other person or entity making any Bid for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Bid or in the services to which it relates, or in any portion of the profits therefrom.
8. All Bidders shall show evidence to the Board of satisfactory financial and moral responsibility to perform the Contract throughout the Term. All Bidders shall provide data to indicate its financial condition, including audited financial statements for the last three (3) years presented in accordance with generally accepted accounting principles. A description of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder within the last seven (7)

years shall also be submitted. Please note that financial information will be, to the extent permitted by law, kept confidential if provided in a separate envelope marked "confidential".

9. Each Bidder shall provide evidence that sufficiently demonstrates it is able, if required by the Board, to furnish a performance bond, with surety, for the benefit of the Board, as obligee, which such bond would ensure the Bidder's full and faithful performance of all of the obligations under the Contract, and which bond shall be in a penal sum amount not less than one hundred percent (100%) of the annual price under the Contract. The sufficiency of any evidence so submitted shall be determined in good faith by the Board, in the Board's sole and exclusive discretion. If a surety has ever denied a Bidder's request to issue a performance bond on behalf of the Bidder, as bond principal, the Bidder shall provide in its Bid detailed information describing the facts and circumstances relating to such request, the grounds for the surety's denial, and any resolution.
10. All Bidders shall disclose all pending and threatened litigation in which such Bidder is named (either suing or being sued), as well as any judgments and/or liens in which it is involved.
11. Each Bidder shall provide detail on the Bidder's programs and efforts to secure a qualified number of competent vehicle operators to meet the needs of the Board. Each Bidder will include a statement of its requirements for operators of vehicles which are in addition to any requirements enumerated in federal, state or local law, rules or regulations.
12. Each Bidder will include a statement/description relative to its safety program, as well as any specialized training for new and experienced drivers and bus monitors; accident reduction programs, vehicle maintenance and inspection programs; computerized fleet maintenance, and management and routing systems.
13. Each Bidder shall provide to the Board its ownership information. The Bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to the Contract. Each Bidder shall also provide the information regarding how long the organization has been engaged in school/special education transportation services.
14. Each Bidder shall provide a list of key management personnel and their resumes. Each Bidder shall describe each key manager's experience with student transportation. The successful Bidder shall, prior to the execution of the Contract, provide the name of the contact person required in the Contract and the names of supervisors who will manage the daily transportation operations for the Board, including regular and emergency phone numbers to contact the Contractor.
15. Each Bidder shall provide the location or proposed location of the bus lot that shall be used to perform services under the Contract, including property ownership

- information, property details, and location information. Such location or proposed location shall be located in the Town of Rocky Hill, unless otherwise authorized by the Board (locations outside of Rocky Hill will be considered by the Board during the bidding process). The Contractor is solely responsible for obtaining a bus lot for the services under the Contract. Under no circumstances can buses be parked at the Rocky Hill School's facilities. The Bidder shall supply appropriate documentation relating to facilities that will be used in the performance of the Contract.
16. Each Bidder shall provide a description of the Bidder's policies and protocols regarding employee health screening.
 17. Each Bidder shall provide information about its proposed fleet and its fleet replacement program. Each Bidder shall also provide a report from Department of Motor Vehicles showing out of service vehicle percentage from most recent completed school year.
 18. Each Bidder shall provide proof of a computer program designed for the Rocky Hill transportation grid to be used by the Contractor during the Term. The Board reserves the right to use its own software.
 19. The transportation services requested in this Invitation to Bid include all vehicles, vehicle operators, equipment, technology and services required to complete the transportation services, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and the bid prices shall be "all-inclusive." Bid prices shall also include video camera technology, with audio capture compatibility, parental bus tracking (GPS) as well as other required equipment and technology as set forth in the Form of Contract. The Section of the Pricing Sheet concerning Video Camera Technology is intended to gather information regarding pricing should the Board decide to require video cameras in addition to the requirements set forth in the Form of Contract only.
 20. Each Bidder is required to familiarize themselves with all requirements, locations, travel distances and traffic conditions prior to submitting a Bid.
 21. The Contract may not be assigned or transferred without the written consent of the Board, which such consent shall be granted or withheld in the Board's sole and absolute discretion.
 22. A Bid submitted by a Bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted; that is, brokered contracts will not be permitted.
 23. It will be assumed that all terms of this Invitation to Bid, including the contractual terms contained in the Form of Contract, will be complied with and will be considered as part of the Bid, unless an exception is expressly indicated. Bidders shall provide full details of any proposed exceptions to this Invitation to Bid or proposed modifications to the contractual terms contained in the Form of

Contract. Details of any such exceptions or modifications shall be submitted separately and attached to the Bidder's Bid.

24. Information submitted in accordance with the Invitation to Bid is subject to the Connecticut Freedom of Information Act, including the provisions of Section 1-210 of the Connecticut General Statutes.
25. Neither the Board, nor the Town of Rocky Hill, shall be liable for any costs incurred by a Bidder or potential Bidder prior to the Board's execution of a final Contract in for transportation services.
26. News releases pertaining to this Invitation to Bid or the services to which it relates will not be made without prior written approval and then only in coordination with the Board.
27. The work and services described in this Invitation to Bid includes the performance of activities directly affecting the safety of students served by the Board and the public generally. The Board may make any investigation necessary to determine the ability of a Bidder to fulfill the services required in the Contract, and the Bidder shall furnish the Board with all such information for this purpose as the Board may request. **If, in the sole opinion of the Board, the Bidder has not provided a responsive Bid or the Bidder is not properly experienced, qualified or responsible to perform any of the obligations of the services required in the Form of Contract, the District reserves the right to reject its Bid.**

ALTERNATES

In order to be a responsive Bid, each Bid must include the following information:

1. **CONTRACTOR PROVISION OF PERFORMANCE BOND:**

The Board may, at its option, require the successful Bidder to furnish a Performance Bond for one hundred percent (100%) of the annual value of each year of the Contract. Should the Board make such an election, (1) the Board will notify the successful Bidder and (2) the successful Bidder shall secure the Performance Bond and charge the amounts described under Alternate #1 in the Pricing Schedule, the form of which is attached as Appendix B.

AWARD

1. The Board will endeavor to make an award within ninety (90) days after the Bid Due Date, and all Bid Prices quoted by Bidders shall be firm during that ninety (90) day time period. The Board further reserves the right to make awards following this initial ninety (90) day period to any Bidder who has not properly withdrawn its Bid in accordance with the terms of this Invitation to Bid.

2. The Board or designee will evaluate every written Bid submitted and reserves the right to be the sole judge as to which Bid (if any) meets the needs of the District and whether the Bid was responsive to this Invitation to Bid.
3. During the Term, the Board reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder to the Board.
4. Notwithstanding anything contained herein to the contrary, given the nature of the services, the Board reserves the right to award the Contract to one or more Bidder or multiple Bidders based on a consideration of all relevant factors, as identified herein, and a determination of the best interests of the Board. Routes which are awarded will be subject to the rates set forth in the successful Bid.
5. The Board has the right to reject any and all Bids in whole or in part based on a review of Bids relative to the noted selection criteria herein. Any or all Bids may be rejected if there is any reason to believe that collusion exists among the Bidders. Individual Bids may be rejected for irregularities of any kind, including, without limitation, alteration of form, additions not called for, conditional Bids, incomplete bids and unexplained erasures. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids. The Board retains the right to waive any formality or procedural irregularities in the Bids received. Any remaining bidders may be requested to provide additional information or revised Bids to the Board for further consideration.
6. The Board reserves the right to consider cost, experience, performance, past performance for the Board, and service in the student transportation field and/or country or region, as well as the financial responsibility and specific qualifications set out herein of the prospective Bidder, in considering Bids and awarding the Contract.

APPENDIX A

NON-DISCRIMINATION MEMORANDUM

ROCKY HILL BOARD OF EDUCATION

The Rocky Hill Board of Education is an Equal Opportunity Employer, and will not transact business with firms that are not in compliance with all federal and state statutes and executive orders pertaining to non-discrimination.

In order to have the Bidder's Bid considered, the Bidder is required to complete and return the following Statement of Policy with its Bid.

It is the Contractor's responsibility to ensure continuing compliance with this policy throughout the Term of the Contract, if awarded.

STATEMENT OF POLICY

It is the employment policy of the _____ [Name of Bidder] that there shall be no discrimination against anyone on the grounds prohibited by federal Connecticut law. The _____ [Name of Bidder] further represents that it is in full compliance with the Rocky Hill Board of Education non-discrimination policy that can be found at:

In addition, this firm is in full compliance with the letter and intent of the various equal employment opportunities and civil rights statutes noted above.

Date _____

Signed _____

(Name/Title of Company Officer)

Telephone _____

Street Address _____

City/State _____

APPENDIX B

PRICING SCHEDULE

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the transportation services, hereby proposes and agrees to fully perform the transportation services within the time stated and in strict accordance with the terms contained in this Invitation to Bid, including furnishing any and all labor and materials, and to do all of the transportation services required to complete said transportation services in accordance with the terms contained in this Invitation to Bid for the following sums of money:

Rocky Hill Transportation Services
Rates & Payments – Response Sheet

Equipment Type	2026-2027 School Year Per day/per Vehicle	2027-2028 School Year Per day/per Vehicle	2028-2029 School Year Per day/per Vehicle	2029-2030 School Year Per day/per Vehicle	2030-2031 School Year Per day/per Vehicle
Main Runs & Tech. School Runs*					
Type II School Mini Bus - 16 Passenger**					
3 Passenger Sedan**					
7 Passenger Van**					
3 Passenger Wheel Chair Van/Bus**					
All Day Van, Unlimited Runs					
HS/Middle School Late Bus					
Elem. Late Bus					
Extra Trip per 7 Passenger Van					
Athletic Trips Less than/more than 35 Miles					
Field Trips Less than/more than 35 Miles					
Additional Cost for Digital Cameras					
Per Diem Monitor Cost					

*Up to four (4) trips per school bus a.m. and up to four (4) trips per school bus p.m.

**Two (2) trips a.m. and two (2) trips p.m.

ALTERNATES:

Contractor provision of Performance Bond (Alternate #1):

	2026- 2027	2027- 2028	2028- 2029	2029- 2030	2031- 2032
Yearly <i>Price</i> for Performance Bond Alternate #1					

Location of proposed bus lot: _____

Location of Maintenance Facility: _____

When preparing a Bid, the Bidder should be aware of the following:

The Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the bidder shall be prepared for, able to conform to and agree that such described transportation services will be provided under the Contract. The above prices are based on a per day per vehicle basis, unless otherwise specified, on each day such vehicle is used to perform services fully in accordance with the resulting Contract.

Signed:_____

Bidder's Name

By: _____
Name

Street

City/State/Zip

Date

APPENDIX C

REFERENCE CHECK FORM

Company submitting bid: _____

List at least 3 Connecticut school districts with contact information with which you currently or have had (within the past 2 years) a student transportation contract for regular education transportation. If applicable, include districts in Hartford County.

APPENDIX D

NON-COLLUSION STATEMENT

The undersigned hereby declares that this Bid is made without any connection with any other person or person making any Bid for the same items or services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Bid or in the services to which it relates, or in any portion of the profits therefrom.

Company Name

Signed: _____

By:

Name

Title

Street

City/State

Zip

Date

STATE OF CONNECTICUT:

: ss

COUNTY OF

:

Subscribed and Sworn to before me on this _____ day of _____ 202_.

Notary Public

SCHEDULE 1

FORM OF CONTRACT

FORM OF TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (hereinafter, the “Agreement”) is made as of July 1, 2026, and entered into by and between the ROCKY HILL BOARD OF EDUCATION, (hereinafter, the “Board”) and _____, which has local offices located at _____ (hereinafter, the “Contractor”). The Board and the Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Board is desirous of entering into a contract with the Contractor to provide for the transportation of Students (as defined herein) to and from the schools operated by the Rocky Hill Public Schools (the “District”) or otherwise designated by the Board or the District for a term of three (3) years, commencing on July 1, 2026 and terminating on June 30, 2029, unless terminated sooner as provided for herein, with authority for the Board to elect the continuation of the Term (as defined below) for an additional two (2) year period, commencing on July 1, 2029 and continuing through June 30, 2031; and

WHEREAS, the Board issued that certain Request for Proposal for transportation services (the “RFP”) and the Contractor submitted a formal response to the RFP (the “Contractor’s Bid”)(Both the RFP and the Contractor’s Bid are attached as Exhibit A); and

WHEREAS, the Board voted to authorize the Superintendent of the District (the “Superintendent”) or designee to negotiate an agreement with the Contractor in accordance with that certain RFP and the Contractor’s response to said RFP; and

WHEREAS, the Contractor is willing, capable, and ready to furnish the regular and special education transportation services requested by the Board.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the sufficiency of which is acknowledged, the Parties agree as follows:

1. GENERAL TERMS

- 1.1 The term of this Agreement shall continue for a term of three (3) years, commencing on July 1, 2026 and terminating on June 30, 2029 (the “Term”), unless terminated early in accordance with the terms of this Agreement. The Board

shall have the option to elect the continuation of the Term (as defined below) for an additional two (2) year period, commencing on July 1, 2029 and continuing through June 30, 2031. To exercise this option, the Board shall notify the Contractor of such election on or by April 1, 2029.

1.2 The Contractor agrees that it shall transport to and from the schools in the District and other institutions as designated by the Board such resident children as may be designated by the Board (the “Students”), and at such locations, days, times and hours as designated by the Board, each of which may change from time-to-time, with prior written notice to the Contractor, and shall make such stops and travel along such routes as are designated by the Board, including, but not limited to, transportation relating to public home-to-school, certain identified in-District and out-of-District special education routes, pre-school, summer (extended school year) and Special Trips (as defined herein), and transportation of certain Students residing in the Town of Rocky Hill (the “Town”) (collectively, “Transportation Services”). The Contractor specifically represents that it shall not refuse any request by the Board for Transportation Services, including any request for special education transportation services. Should the Contractor have particularized concerns about safety with regard to any requested service, the Parties agree to collaborate in good faith to promote the safety of all individuals on a Vehicle (as defined herein), but in no case may the Contractor refuse a request for services within the scope of this Agreement. The Parties hereby agree and understand that the Contractor does not have the exclusive right to provide special education routes or Special Trips.

1.3 The Board agrees to pay, subject to the terms and conditions of this Agreement, the Contractor the compensation set forth in Exhibit B, provided that the Transportation Services are furnished in accordance with this Agreement. The Parties agree that no other payments shall be made to the Contractor who shall furnish all of the Vehicles, Vehicle Operators (as defined herein), labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the Contractor's duties. The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of this Agreement. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the Board, provided, however, that the District shall pay all undisputed amounts due to the Contractor pursuant to Section 6 of this Agreement.

1.4 The Contractors shall procure all applicable permits, licenses, and approval necessary for the performance of the Transportation Services under this Agreement.

2. VEHICLES.

2.1 The Contractor agrees to the following conditions regarding buses and any other vehicles used to perform the Transportation Services, including Type I vehicles, Type II vehicles, Type II vehicles with wheelchairs, vans (7 passengers)/sedans (3 passenger) any and all “spare” vehicles (collectively, the “Vehicles”):

2.1.1 The Parties acknowledge that the Board’s transportation needs shall vary

during the Term. Vehicles shall be furnished in such number as deemed necessary by the Board for the transportation of Students, except as otherwise provided in this Agreement. The Contractor shall have additional Vehicles available for Special Trips, as requested by the Board. In addition to the aforementioned Vehicles required for Special Trips, at all times during the Term, the Contractor shall have available spare Vehicles in a minimum amount equal to ten percent (10%) of the active fleet by Vehicle type, without additional charge to the Board. Under no circumstances will buses be shared by other towns, unless the Superintendent has given prior written approval.

- 2.1.2 All Vehicles and other equipment utilized in providing Transportation Services, shall be constructed, equipped, operated, and maintained in compliance with all laws, rules, regulations and policies of federal, state, and local governments pertaining to school transportation Vehicles and applicable Board policies. It shall be the sole responsibility of the Contractor to ensure that all personnel employed are familiar with, and follow, all of the applicable laws, rules, regulations and policies.
- 2.1.3 Unless otherwise authorized by the Board, all Vehicles used hereunder must be stored, registered and taxed in the Town and shall be stored at a location approved by the Board (which may be referred to herein as the “terminal”). Unless otherwise authorized by the Board, the Contractor shall service the Vehicles in the Town. The Board will neither reimburse the Contractor for operating time, nor provide fuel, for any deadhead travel outside of the Town for storage, maintenance or repairs. All Vehicles shall be parked in the terminal when not in use for the Transportation Services.
- 2.1.4 The Contractor shall assume full responsibility for all repairs to Vehicles caused by vandalism. The Board will cooperate with the Contractor in investigations to identify the vandals.
- 2.1.5 The Contractor shall provide the Board, by the first week of August prior to the start of each school year, and updated as necessary, a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Transportation Services, including, the year of manufacture, make of the chassis, make of the body, seating capacity, and V.I.N. number.

There shall be no substitution of Vehicles used in the Transportation Services without permission of the District, with the exception of Vehicles used in an emergency breakdown for required maintenance and then only for a period of time not exceeding ten (10) consecutive days. The Contractor shall provide any other information regarding the Vehicles requested by the Board.

- 2.1.6 All Vehicles are to be numbered by the Contractor as designated by the Board, and such numbers are to be clearly visible on the outside of the Vehicle. All Vehicles shall be marked on both sides “Rocky Hill Public Schools” in lettering of a size and style conforming to the requirements of the State Department of Motor Vehicles, unless otherwise agreed to by the

Board in writing.

- 2.1.7 All Vehicles used to provide the Transportation Services shall be no more than eight (8) years old at any time during any contract year.
- 2.1.8 The Parties acknowledge that the Transportation Services shall vary during the Term. If, during the Term, there is a sufficient increase or decrease in the number of Students who require additional or fewer Vehicles and/or Vehicle Operators, the Superintendent, with the approval of the Board, shall request, and the Contractor shall supply, the necessary Vehicles and Vehicle Operators.
- 2.1.9 All Vehicles must be maintained so as to ensure proper starting, good visibility and safe operation during all types of weather. The Contractor must display a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- 2.1.10 The Contractor or its agent shall inspect all Vehicles daily before the first run in the morning. This checklist shall be a maintained, written record and shall be promptly provided to the Board upon its request. The inspection shall include, but not be limited to, checking the brakes, lights, tires, oil, gas, radiators, heaters, and all other safety equipment on the Vehicle. Snow accumulation shall be removed from all Vehicles prior to any run. Records of the inspection shall be kept on a check-off list prepared by the Contractor and approved by the Board.
- 2.1.11 A schedule for servicing Vehicles shall be maintained and shall include: oil, grease, tires, battery, brakes and all safety equipment. A copy of the service schedule form shall be promptly furnished to the Board upon request.
- 2.1.12 The Contractor is required to perform appropriate and necessary maintenance on all Vehicles used to provide the Transportation Services in accordance with this Agreement.
- 2.1.13 The interior and exterior of all Vehicles and equipment utilized in the provisions of the Transportation Services must be kept clean and in good repair and working order, as reasonably determined by the District. The interior of all Vehicles must be kept at comfortable temperatures while transporting Students. No Vehicles shall be used to provide Transportation Services for special education Students unless it has operational air conditioning.
- 2.1.14 Any and all Vehicles shall be made available for inspection by the District or its designee upon request.
- 2.1.15 Each Vehicle must be equipped with a two-way radio or comparable communication devices (e.g., cellular phones).
- 2.1.16 The Contractor shall grant access to a parental bus tracking application and the District Dashboard.

- 2.1.17 All Vehicles use on the provision of the Transportation Services shall be equipped with digital video systems equipped with both audio capture feature and hard drive retention in accordance with the requirements herein. Specifically, all Type I Vehicles used in the performance of this Agreement must be equipped with at least two (2) video cameras which shall be placed at locations inside/outside of the Vehicle as directed by the Board, all Type II Vehicles used in the performance of this Agreement must be equipped with at least two (2) video cameras which shall be placed at locations inside/outside of the Vehicle as directed by the Board, and all van or sedan Vehicles used in the performance of this Agreement must be equipped with at least one (1) video cameras which shall be placed at locations inside/outside of the Vehicle as directed by the Board. The Contractor shall ensure that video cameras with audio capture feature are operational on each Vehicle used by the Contractor to provide Transportation Services in accordance with this Agreement. All cameras must be placed in locations approved by the Board, with camera coverage set to record entryway, driver, and front, middle and rear seats. The Contractor shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at all times. To avoid any doubt, the mandate to have operational cameras in all Vehicles is fundamental to the Contractor's performance and any failure to have operational cameras shall be considered a material breach of this Agreement.
- 2.1.18 The Contractor shall provide the Board with camera output as soon as practicable after a request is made for the same, but in any event within twenty-four (24) hours of said request. Such video output shall be made available in a standard format that can be viewed by the Board, or if not in a standard format, the Contractor shall provide the Board access to the Contractor's viewing software. The Contractor shall ensure the data from such cameras is stored in a secure manner and shall retain camera output for a minimum of thirty (30) calendar days or such longer periods as reasonably requested by the Board. All camera use, video viewing, cameras and hard drives shall be used in accordance with the policies and procedures as established by the Board and any local, state or federal guidelines. All video imagery and audio recordings are the sole property of the District. Signage shall be placed in each Vehicle to indicate that Students are being recorded.
- 2.1.19 The Contractor shall ensure that each Vehicle used by the Contractor to provide Transportation Services in accordance with this Agreement is equipped with a global positioning system ("GPS"). The GPS system shall be subject to approval by the District. The Contractor-supplied routing software shall have the ability to integrate with the GPS system.
- 2.1.20 All Vehicles must be equipped with a "Child Check Mate System" or equivalent, as approved by the Board, to ensure that no child remains on a Vehicle at the end of each route.
- 2.1.21 The Board shall have the right to inspect in any reasonable manner, including riding the Vehicles as a passenger, any and all Vehicles or equipment and their operation.

- 2.1.22 The Board may, with written notice, require the Contractor to discontinue the use of any Vehicle which it deems 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 Agreement.
 - 2.1.23 The Contractor shall provide Vehicles without any additional charge or cost to all schools a minimum of two times a year for bus safety drills, including instruction in emergency evacuation, in a manner approved by the Board.
 - 2.1.24 No Vehicles shall display, either inside or outside of the Vehicle, any advertisement without the prior written authorization of the Superintendent.
 - 2.1.25 No person shall be allowed to ride any Vehicle unless so authorized in advance by the District, which such approval shall be granted in its sole and absolute discretion.
 - 2.1.26 Contractor shall supply at its own cost seat belts, child restraint seats, harnesses or other suitable restraints and wheelchair lifts to meet the needs of each Student on Type II Vehicles and vans/sedans.
 - 2.1.27 Should applicable law require child restraints for all Students being provided services under the Agreement, the Parties shall negotiate in good faith to provide for alternate pricing. It shall be the Contractor's responsibility to provide compliant restraints. In addition, if the District or any governmental agency, state, federal or local law required or imposes additional equipment requirements on any of the Vehicles during the Term (including, but not limited to, new technology or equipment relating to safety or emissions standard(s)), which are specific requirements for continued operation of the Vehicles, the Contractor and the District shall negotiate in good faith to provide for alternate pricing, which such pricing shall be incorporated into the following school year's budget.
- 2.2 The Contractor shall provide Transportation Services for early dismissals or late openings of any and all schools to which Students are transported under this Agreement. Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed for any reason, including, but not limited to, facilities issues or illness, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, the Board shall provide reasonable notice to the Contractor of such cancellation or delay or early dismissal in time for the Contractor to adequately notify its workforce of such change. The District shall compensate the Contractor the full scheduled daily rate for days when the District fails to provide such adequate notice to the Contractor, provided, however, this provision only applies to closures that do not decrease the total number of transportation days for Students. If the District suspends service for any reason, including, but not limited to, a Force Majeure Event as defined in this Agreement, and such suspension alters the total number of student transportation days set out in Section 1.1, the District shall compensate Contractor for all fixed costs and profit associated with Contractor's performance of this Agreement from the first suspended/cancelled day through the end of the cancellation/suspension period. For purposes of this Agreement, fixed costs

include but are not limited to costs associated with maintaining average employee wages and benefits, overall management and administration costs, facilities cost, fleet investment, maintenance, technology, insurance, and other ongoing operations costs.

It is recognized that the District shall have sole responsibility for altering bus schedules or canceling bus service for any given day. If Transportation Services are required during inclement weather, the Contractor agrees to abide by the decision of the District and will run routes as normally as possible in light of the then-prevailing inclement weather and road conditions. Notwithstanding anything contained herein to the contrary, in the event of circumstances in the operation of any school which necessitate early dismissal for Student health or safety reasons, the Contractor and the Board shall cooperate to facilitate orderly transportation of Students in the most efficient manner possible in light of the circumstances presented.

3. PERSONNEL.

3.1 All personnel providing services in accordance with this Agreement shall be the responsibility of the Contractor and shall be the Contractor's employees, unless expressly indicated herein. All such personnel shall meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles. Contractor shall provide qualified, reliable and capable personnel to support the delivery of the Transportation Services.

3.1.1 The Contractor agrees to perform the Transportation Services under the direction of a full-time trained and qualified Terminal Manager, who shall be in the employ of the Contractor, and who shall be stationed at the terminal servicing the District and must be assigned as a full-time position for the District's transportation program. The Terminal Manager will be directly responsible for handling and resolving inquiries from parents, routing issues, service complaints and other day-to-day interactions with Students and their parents or guardians, provided, however, that all such parent/guardian contacts are authorized by officials of the District. The Terminal Manager also shall be responsible for compliance by Vehicle Operators and aides with all Board transportation-related policies and legal requirements, and provide all studies and reports required by the District, including those items necessary to comply with federal and/or state requirements and monthly reports on Student loans, Vehicle Operators, and Student discipline problems and accident reports. Said Terminal Manager shall arrange with the District to be available during all hours that Transportation Services are being performed, prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Terminal Manager shall be available by phone two (2.0) hours prior to the first morning run for emergency contacts from the District. The Terminal Manager is required to meet all federal and state regulations and training requirements. The Terminal Manager is precluded from any Vehicle Operator duties, serving as an aide, and/or Vehicle maintenance functions, unless authorized by the District. Should the Terminal Manager be authorized by the District to cover any of the aforementioned alternate duties, a designated point of contact must remain available at the terminal

for the entirety of the period that the Terminal Manager is performing such alternate duties. The Terminal Manager shall have a mobile phone to receive direct calls from the District and to be available for all routine and emergency situations. The Terminal Manager shall be exclusively dedicated to the District and shall be available to administrators of the District each school day during the Term. The Terminal Manager shall be on-site to perform the duties and responsibilities described herein, including maintaining the operations of the Transportation Services, including guaranteeing the availability of the Vehicle Operators and Vehicles during the entire school day at least thirty (30) minutes prior to the first route has started and at least thirty (30) minutes after the last route has ended on any given day when Transportation Services are provided.

- 3.1.2 A qualified Dispatcher function shall be assigned to the terminal serving the District with said position staffed for the full duration of all routes on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of Vehicles and Vehicle Operators, the use of radio systems, effective communications with Student parents/guardians and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of Transportation Services. The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last Student is off the last bus and the Dispatcher notifies the District that all of the Students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Dispatcher is precluded from any Vehicle Operator duties, serving as an aide, and/or Vehicle maintenance functions, unless authorized by the District.
- 3.1.3 At no time during normal route operating times shall the terminal be without a Terminal Manager and/or Dispatcher on-site. In the event of an emergency, the Terminal Manager may leave the office but be reachable by cell phone or two-way radio. If such an emergency occurs, the Terminal Manager will alert the District's Central Office.
- 3.1.4 The Contractor shall provide safety and driver training to the personnel providing Transportation Services through a safety supervisor. This position is not required to be dedicated full-time to the District, however sufficient time must be allocated to provide on-going training services to such personnel.
- 3.1.5 Upon request of the District, the Contractor shall provide aides or monitors to support the delivery of the Transportation Services.
- 3.1.6 The personnel required by this Agreement shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. The Contractor shall be responsible to determine what additional personnel are required to meet the District's needs.

- 3.1.7 Personnel providing Transportation Services shall be professionally dressed at all times and in accordance with District policy. Dress shall be appropriate for interacting with Students and the personnel's duties. At minimum, no obscene, revealing, political, drug or alcohol related attire shall be worn. Personnel providing Transportation Services shall 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.
 - 3.1.8 Personnel providing services in accordance with this Agreement shall conduct themselves professionally at all times and shall represent the Contractor and the District in a positive manner.
- 3.2 The Contractor agrees to the following conditions regarding operators of all Vehicles ("Vehicle Operators") under the terms of this Agreement:
- 3.2.1 The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. To the extent permitted by law, the District shall have the right to review all personnel records of Contractor employees performing the Transportation Services. All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations. The Contractor shall maintain records of certification of such compliance, a list of certified Vehicle Operators, and a copy of each Driver's Connecticut Commercial Driver's License (CDL) and furnish the same to the Superintendent, or designee at his/her request.
 - 3.2.2 During the first week of August of each year, Contractor will provide a list of certified Vehicle Operators (both regular and substitute drivers) to the Superintendent, or designee, who shall have the right to accept or reject such Vehicle Operators if said Superintendent or designee deems it in the best interest of the District, and no other Vehicle Operators may be used without written notice to and approval by the Superintendent, or designee. The Contractor will report new hires to the Superintendent, or designee, immediately. The Contractor shall be required to provide such additional information regarding Vehicle Operators that the District reasonably requests. Proof of compliance with any legal requirement associated with the provision of the Transportation Services by Vehicle Operators shall be promptly provided upon request by the District.
 - 3.2.3 Vehicle Operators shall be responsible to demonstrate professional relationships with the Students and their parents/guardians, the employees and administration of the District, and the community-at-large.
 - 3.2.4 Vehicle Operators shall be not less than twenty-one (21) years of age and shall submit to and pass a physical examination, and shall meet at a minimum all standards of training, qualifications and testing required by the Connecticut Department of Motor Vehicles and any other governing state agencies prior to the opening of the school year.
 - 3.2.5 The Contractor shall not place in service any Vehicle Operator who has tested positive for alcohol or drug use or has had their Driver's License

suspended or revoked for alcohol or drug related offenses within the previous five (5) years.

- 3.2.6 The Contractor will provide competitive compensation to all Vehicle Operators in an effort to avoid the problem of a driver shortage in achieving the expected level of performance of the Agreement.
- 3.2.7 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. If there are any strikes by Vehicle Operators, Contractor will be solely responsible for providing qualified alternate Vehicle Operators.
- 3.2.8 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Agreement shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The District reserves the right to directly employ certain aides, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual Students.
- 3.2.9 The Contractor shall ensure that all Vehicle Operators and aides used in the performance of the Agreement are able to read, understand and speak English and that all such persons are physically and/or emotionally capable to perform the essential functions of the job, with or without reasonable accommodation. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Agreement.
- 3.2.10 The Contractor will inform all Vehicle Operators that changes in routes, stops or schedules may be made only with the approval of the District, provided that minor, temporary changes resulting from transient conditions (e.g., weather conditions, road conditions) may be made absent District approval in the interest of safety and efficiency with the provision of notice to the District. Designated routes will be provided prior to the start of school and during the year. Vehicle Operators are expected to traverse their AM and PM assigned route(s) one or more times, until they are familiar with all assigned stops and roads prior to the first day of school. These trial runs should be conducted during the typical AM and PM route times to best replicate traffic issues and times. The cost of trial runs shall be borne by the Contractor and will not be billed to the Board. The Contractor will provide written verification of this trial run process to the District. Spare Vehicle Operators are also expected to be familiar with the routes to ensure efficient operations in the event that the Vehicle Operator normally assigned is not available. If a spare Vehicle Operator, used on a route, is unfamiliar with the route, the Contractor shall also assign an aide, at the Contractor's expense, to accompany and assist the spare Vehicle Operator.
- 3.2.11 A list of stand by and spare Vehicle Operators for the District must be on file in the office of the Superintendent.

- 3.2.12 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. The Contractor will provide a continuing safety education program for Vehicle Operators and Students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Certification of all training and copies of all bulletins shall be provided to the Superintendent, or designee, including proof of attendance of Vehicle Operators at such training as the Board shall reasonably request.
- 3.2.13 Vehicle Operators shall receive training in all areas required by law, industry-standard safety training, and all special training necessary or advisable as determined by the District, including any training determined to be necessary before providing special education Transportation Services. The District may approve or disapprove the assignment of any Vehicle Operator to perform special education Transportation Services or Special Trips.
- 3.2.14 The Contractor shall at all times have spare Vehicle Operators for the operation of spare Vehicles in the event of mechanical or other difficulties, or absenteeism, to maintain and provide the services which are required under this Agreement. Any such spare Vehicle or Vehicle Operator must arrive within twenty (20) minutes from the time said spare became needed. The Contractor shall provide attendance information to the District upon request. The spare Vehicle Operators must be experienced in navigating the Town.
- 3.2.15 In order to ensure continuity in the provision of the Transportation Services, and in order to reduce Student discipline issues, Vehicle Operators assigned to morning and/or afternoon runs are prohibited from leaving these assigned runs to perform Special Trips. The District believes that effective transportation programs exist where the same Vehicle Operators are assigned to the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements or procedures which violate this District mandate.
- 3.2.16 Vehicle Operators shall not (a) smoke or carry a lighted cigarette or other smoking device, including any vaping device, or (b) be in possession of or under the influence of alcohol or any other intoxicating substance, legal or illegal, when operating or being on board a Vehicle or otherwise on school grounds or at the terminal. Except as otherwise expressly permitted in this Agreement, Vehicle Operators shall not use a cell phone while aboard a Vehicle, including while stopped or parked.
- 3.3 For each employee of the Contractor who performs services for the Board involving direct contact with Students, the Contractor shall comply with the following background and employment history checks:
- 3.3.1 The Contractor shall perform, and the Contractor's employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.

- 3.3.2 The Contractor shall perform, and the Contractor's employee 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") or, for any employee of the Contractor's whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Contractor shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Contractor's employee begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information from the Registry or its out-of-state equivalent indicating that the Contractor's employee may have a record of abuse or neglect, the Contractor shall immediately remove the individual from any assignment to provide services to the Board.
- 3.3.3 The Contractor shall perform, and the Contractor's employee shall submit to, state and national criminal records checks in accordance with Sections 10-221d and 29-17a of the Connecticut General Statutes. Each employee of the Contractor shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such employee of the Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may have a criminal record, the Contractor shall immediately remove the individual from any assignment to provide services to the Board.
- 3.3.4 The Contractor shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any of employee of the Contractor whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Contractor's employee is registered as a sexual offender. The Contractor shall comply with the provisions of this Section before any employee of Contractor begins performing services for the Board pursuant to this Agreement. If the Contractor receives any information indicating that the Contractor's employee may be registered as a sexual offender, the Contractor shall immediately remove the individual from any assignment to provide services to the Board.
- 3.3.5 The Contractor shall provide written confirmation to the Board that it has complied with this Section. The Contractor agrees that upon the District's request, it shall promptly provide the Board with any documentation related to such compliance.
- 3.3.6 The Contractor agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Section.
- 3.3.7 Should the Contractor receive any information that an employee of the Contractor performing services under this Agreement has a criminal record which could make the individual unfit for an assignment involving contact with children, including Students, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Contractor shall not

assign or shall not maintain, as applicable, the assignment of the individual to perform services under the Agreement. By assigning, and/or maintaining the assignment of, any employee of Contractor performing services under the Agreement involving direct contact with Students, the Contractor represents and warrants that, in its best professional judgment, such Contractor's employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with, or working in or near a school that educates minor children.

- 3.4 Aides performing services in accordance with this Agreement must be prepared to assist Students in entering and leaving a Vehicle. While this requirement is not to be construed as requiring aides to carry a Student, it does require assisting by lifting legs, securing wheelchairs, carrying books, or otherwise assisting Students to enter and leave buses. In addition, Vehicle Operators must be prepared to provide reasonable assistance, as circumstances may deem necessary.
- 3.5 Aides must also perform functions of clearing the danger zones on the outside of Vehicles, and assisting the Vehicle Operators in the management of Students and performance of Student discipline functions.
- 3.6 The Contractor will provide the aides with appropriate training to meet the requirements of the position. The Contractor will be responsible for communicating to aides their responsibilities, and any aide not willing to comply with these requirements shall be removed and replaced.
- 3.7 The Contractor agrees that the District, solely in its sole discretion, shall have the right to remove, reject, or direct replacement of any Terminal Manager, Dispatcher, Vehicle Operator, or aide, provided that the notification for removal from providing services under this Agreement does not violate applicable local, state, or federal laws, rules or regulations (as determined by the District).

4. OPERATION OF VEHICLES.

- 4.1 The operation of Vehicles, including the pick-up and drop-off of Students, must comply with the Board's Transportation Policy, as it may be amended from time. The Board shall provide any revisions to such policy to the Contractor.
- 4.2 The Transportation Services shall be provided by the Contractor according to the applicable school calendar(s) in effect for each of the placements, institutions and schools, each of which as may be revised or adjusted by the Board or its designee and/or any of the other placements, institutions or schools from time to time with no extra charge to the Board. The Board shall not be charged or otherwise penalized for any circumstances in which the schedule for any school designated by the Board to receive Transportation Services in accordance with this Agreement has a schedule which differs from that of the Board.
- 4.3 During inclement weather, the following procedure is used to alter transportation schedules or cancel transportation service:
 - 4.3.1 If school in the Town is closed, no Students are to be transported to other In-District and Out-of-District programs.

- 4.3.2 If school in the Town has a delayed opening, then Students will also be delayed in being transported to In-District and Out-of-District programs.
- 4.3.3 In both of the above situations, the Superintendent or designee will notify the Contractor of the circumstances as soon as possible in accordance with the terms of this Agreement.
- 4.4 If a special education Student will not be attending school due to illness or other circumstances, it is the responsibility of the Student's parent/guardian to notify the Contractor directly.
- 4.5 In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student or when it is otherwise located on school property. The Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off.
- 4.6 The Parties agree that the Contractor shall have the responsibility to, and the necessary authority to, supervise and control Students on the Vehicles pursuant to such policies and rules as are from time-to-time adopted by the Board. The Contractor is responsible for knowing and strictly following all such policies and rules and for ensuring that all Vehicle Operators are aware of, and follow, such policies and rules. Such authorization shall not, however, include the right to remove any Student from the Vehicle before it reaches its destination or engages in any other act which is likely to result in injury or danger to any Student. In the event of a disciplinary infraction by a Student on a Vehicle, the Contractor shall require that the Vehicle Operator (a) stop the Vehicle and not proceed until discipline is voluntarily restored, (b) immediately alert the Contractor's office via radio/cell phone, and (c) report, in writing, such occurrences to the Contractor, and the Contractor shall promptly notify the principal of the school for which the Students attend. At all times, the Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior.
- 4.7 The Contractor shall be fully responsible for the care and supervision of Students during the Transportation Services. The transportation of a Student shall be deemed to have begun when such Student steps on to the Vehicle and shall be deemed to have ended when the Student has stepped off the Vehicle at the appropriate, safe place.
- 4.8 No pre-school, kindergarten and District-identified special needs Students are to be released without adult supervision being present. If there is no adult to meet the Student, the Student is to be kept on the Vehicle and the Vehicle Operator is to notify dispatch immediately for direction.
- 4.9 No Vehicle Operator shall allow a Student to leave a Vehicle except at scheduled stops unless otherwise authorized by the Board in writing.
- 4.10 Vehicle Operators shall report to the Contractor immediately all accidents of any nature (with or without any injuries) and other incidents or circumstances which cause unavoidable delay to the Contractor, who shall then immediately report the same to the Superintendent. The Contractor shall furnish the Superintendent a complete and accurate written report of each such incident described in the

preceding sentence to the Superintendent within twenty-four (24) hours.

- 4.11 Vehicle Operators are responsible for limiting passengers only to those who are eligible to ride the Vehicle. To avoid any doubt, the only persons eligible to ride the Vehicle are Students and designated aides without the prior written consent of the Board, which such approval shall be granted in the Board's sole and absolute discretion. However, with the prior written approval by the Superintendent or its designee, only if there are spaces available on the vehicles and only in compliance with the Board's policies, Vehicle operators may transport up to one (1) of their own pre-school children on the Vehicles. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required for the Vehicle operators' children shall be the responsibility of the Contractor. If the Board gives its approval, it reserves the right to withdraw such approval if the Vehicle operator benefit interferes with the provision of safe and effective services to the students or if there are no longer extra seats available on a Vehicle. Such determination rests solely with the Board.
- 4.12 Vehicles shall not be operated at any excessive speed, but always in a reasonable and prudent manner, with due regard for the safety and welfare of the Students transported.
- 4.13 Vehicle Operators shall not operate a Vehicle in excess of its rated capacity.
- 4.14 Vehicle Operators shall make sure that Students board or leave a Vehicle only when it is stopped.
- 4.15 Vehicle Operators are responsible to ensure that all Students are seated and remain seated while the Vehicle is in operation.
- 4.16 Vehicle Operators do not have the authority to refuse any Student who is eligible for transportation the right to ride a Vehicle except with the Board's written authorization prior to any refusal.
- 4.17 Vehicles and Vehicle Operators must be available on sixty (60) minutes' notice for early closing of one or all schools in emergencies and upon one day's notice for early closing of any one or all schools for staff workshops or other activities needed. All scheduled early closings or schedule differences from day-to-day shall require the scheduled number of Vehicles to be at each building on time without regard to other needs.
- 4.18 The Contractor shall provide Vehicles for late runs upon the Board's request.
- 4.19 No Student shall arrive at school more than fifteen (15) minutes prior to the school opening in the morning and no Vehicle shall arrive on school premises any earlier than twenty-five (25) minutes before school ends. No Student shall remain at school waiting for transportation home for more than fifteen (15) minutes after school has dismissed.
- 4.20 After school, Vehicles shall not leave the school until at least five (5) minutes following dismissal. No Student shall be dropped off at the Student's bus stop

later than sixty (60) minutes after leaving the school except under extraordinary conditions or as approved by the Board.

5. INSURANCE AND PERFORMANCE BOND.

5.1 The Contractor shall purchase all insurance coverage for all Vehicles. The Board and the Town shall be designated as "additional insureds" on all policies except workers compensation. Coverage shall be maintained in amounts meeting or exceeding the requirements set forth in the RFP. The Contractor shall secure a Certificate of Insurance from the agent and provide a current certificate on file with the Board at all times during the Term. 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 Agreement. The Board and Town shall not be responsible for any interior or exterior damage to any Vehicle.

5.2 The Board may elect to require during any year of the Term the Contractor to furnish to the Board as of July 1st of such year of the Term a Surety Performance Bond ("Performance Bond") in a form satisfactory to the Board assuring the faithful performance of the Agreement. The Performance Bond shall be equal to one hundred percent (100%) of the current year's estimated Agreement price (excluding Special Trips) as reviewed and agreed upon by the Board. Such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed or authorized to do business in Connecticut.

6. INVOICES/PAYMENT.

6.1 The Parties agree that all portions of the Transportation Services shall be billed on a monthly basis by the Contractor to the Board, as follows:

6.1.1 The Contractor shall submit an itemized invoice, substantially in the form attached as Exhibit B, as soon as practicable upon the conclusion of each month during the Term, but in any event not later than the tenth (10th) day of the following month. Delayed billing is not acceptable and shall not be honored.

6.1.2 The Board shall pay any undisputed invoice within thirty (30) calendar days after receipt of each invoice.

6.2 The District shall deliver written notice of any disputed amount or invoice to the Contractor within thirty (30) calendar days of the District identifying such disputed amount or invoice.

6.3 Notwithstanding any provision of this Agreement to the contrary, if the Board, or any government agency temporarily, intermittently, or permanently suspends in person classes during the Term due to a pandemic or other event, the Parties shall negotiate, in good faith, regarding whether any payment should be made by the Board to the Contractor to ensure continuity of service. The Contractor shall produce, upon request, documentation of costs to inform such negotiations.

6.4 The Board may request that the Contractor perform additional tasks under this

Agreement. If the Contractor agrees to such request, the Contractor shall perform such assignments in accordance with an agreed upon schedule and level of effort. The Contractor shall invoice the Board per an agreed upon cost structure for such additional services.

7. FUEL.

- 7.1 Required diesel fuel and unleaded gasoline for the Vehicles (the "fuel") is to be the responsibility of the Board. It is to be understood that all diesel fuel and gasoline supplied by the Board may only be used in providing services under this Agreement. The responsibility for the safe pumping of the fuel is the responsibility of the Contractor. Vehicle Operators shall submit accurate odometer readings with each pump use for the purposes of periodic fuel audits.
- 7.2 Fuel provided in accordance with this Agreement shall be for the exclusive use of the Vehicles used for the Transportation Services set forth herein and fuel used for any purpose other than the provision of the Transportation Services will be considered a material breach of this Agreement. The Board reserves all rights and remedies under contract, including, without limitation, termination of this Agreement, and law in regard to unauthorized fuel usage by the Contractor.
- 7.3 The Contractor shall keep thorough and accurate records of fuel usage by each Vehicle on a daily basis. The Board may at any time during the Term require the auditing of fuel use by the Contractor. The Contractor shall promptly provide fuel usage records, corresponding odometer readings, and any other information required by the Board to inform such fuel audit.

8. ROUTES AND TIME SCHEDULES.

- 8.1 The Contractor shall provide the services and technology necessary to develop and plan routes for all Transportation Services, including maintaining a computerized routing system, approved by the Board. The computerized routing system shall be compatible with the District's student information system for automated transmission of Student demographic information. The routing and the final approval of the transportation system shall be under the direction of the Superintendent, or designee. The routing and development of the transportation system for any school year shall be started by June 1 and must be completed and submitted to the Board on or before August 10 each year during the term of this Agreement for approval by the Superintendent, or designee. Liquidated damages in the amount of Five Hundred Dollars (\$500) per day may be assessed by the Board for non-compliance with the aforementioned schedule, provided that the Board has supplied the necessary Student information to the Contractor to allow it to commence developing the routes by June 1.
- 8.2 Vehicle Operators must adhere to routes and time schedules as established and approved by the Board. Vehicle Operators who discover cause for a route or a time adjustment shall promptly report same to the Dispatcher. Changes in routes and time schedules shall take place only after authorization by the Board.
- 8.3 The Contractor agrees to maintain routes and time schedules as agreed with the Board. The Board reserves the right to determine, to change, and to control the

routing of all Vehicles used to provide the Transportation Services. Actual bus stops are to be established in collaboration between the Board or its agent and the Contractor. The Board agrees that it shall provide reasonable written notice of any changes which become necessary or desirable in routes and time schedules.

8.4 The Transportation Services shall include the number of Vehicles needed to maintain all routes that are necessary to properly operate the homebound and the school-bound routes.

8.5 The Transportation Services includes inter-school routes, as required by the Board.

8.6 It is understood that the Vehicles to perform late bus routes are included in the daily rate, at no extra cost.

8.7 The Contractor shall be aware that, at times, schools may operate on a reduced-time schedule and shall, therefore, be prepared for such deviations.

9. SPECIAL TRIPS.

9.1 The Contractor agrees to furnish such Vehicles and Vehicle Operators as the Board may need for the transportation of Students, teachers and other designated person to and from field trips, to athletic events, and other school-sponsored activities, either in or out of town (collectively, "Special Trips"). Special Trips shall include the required waiting time for the purpose that the trips have been planned. The Contractor shall charge the Board for such Special Trips in a manner consistent with Exhibit B. Should the Board provide at least forty-eight (48) hours' notice of a required Special Trip, and the Contractor is unable to provide the requested Special Trip, the Board shall arrange for services commensurate with the Transportation Services requested and may invoice the Contractor for an amount not to exceed the costs for said Special Trip.

9.2 Notwithstanding anything contained herein to the contrary, the Parties agree that any Special Trips located within the Town between the hours of 8:45 a.m. and 1:45 p.m. shall be included in the daily home-to-school rate shown on Exhibit B and shall be performed at no extra charge to the District.

10. COMPLIANCE.

10.1 The Contractor shall perform the Transportation Services in strict compliance with federal, state, and local law, as well as Board policy.

10.2 The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review Board policies and regulations (including, without limitation, the Board's Transportation Policy) at a minimum, an annual basis. The Contractor and the Contractor's employees shall be responsible for complying with, all applicable Board policies and regulations in their forms as posted on the Board's website as of the commencement date of the Agreement or as otherwise provided by the Board to the Contractor, as such policies may be amended from time to time. Any questions regarding any policy or its application may be directed by the Contractor to the Superintendent.

10.3 Confidentiality of Student Records and Student Data Privacy. The Contractor shall comply with the Family Educational Rights and Privacy Act (“FERPA”) in its performance under this Agreement. The Parties shall execute the Student Data Privacy Addendum to the Agreement, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the security and confidentiality of Student information, Student records and student-generated content (collectively, “student data”) received or obtained by the Contractor in connection with the Agreement (attached to this Agreement as Exhibit C).

10.4 Mandatory Reporting.

10.4.1 Reporting of Suspected Abuse and/or Neglect. In connection with the Contractor’s provision of services to the Board pursuant to this Agreement, any official, agent, and employee of the Contractor should be considered a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes. The Contractor agrees to report, or to cause to be reported through any official, agent, or employee of the Contractor, suspected child abuse and/or neglect to the Connecticut Department of Children and Families in accordance with Connecticut law and to otherwise comply with the Board’s Child Abuse and Neglect Reporting Policy, which can be accessed at the following web address:

<https://www.rockyhillps.com/boedocumentspolicies>

11. RECORDS AND REPORTS.

- 11.1 The Contractor shall prepare and provide written reports to the Board detailing the number of Vehicles and number of Students on each Vehicle on each route, as well as the related mileage, on at least two (2) consecutive days in September of each school year as identified by the Board and at such other times as the Board may require.
- 11.2 The Contractor shall maintain such records and submit such reports, as are deemed necessary by the Board and as negotiated between the Contractor and the Board from time to time, including reports relating to mileage, fuel use and other information related to daily operation. All reports required by the Board shall be submitted on forms mutually agreed upon by the Parties.
- 11.3 The Contractor shall submit to the Board copies of the conditions of Vehicles as determined at the time of inspection by the Connecticut Department of Motor Vehicles no later than ten (10) days following the date of issuance.

12. EQUAL OPPORTUNITY.

- 12.1 The District is committed to a policy of equal opportunity for all qualified persons. The Contractor shall not discriminate in any manner while performing its obligations under this Contract on any basis prohibited by Connecticut and/or Federal nondiscrimination laws.

13. TERMINATION.

- 13.1 If, at any time during the term of the Agreement, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Agreement, including excessive occurrences of Vehicle failures; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as expressly permitted herein; (i) fails to provide the insurance required by this Agreement; (j) fails to provide the Performance Bond required by this Agreement; or (k) fails to comply with any other term or condition contained in the Agreement or is otherwise in default under this Agreement, the Board shall have the right to terminate the Agreement.
- 13.2 The Board's right to terminate this Agreement are in addition to any other remedies the Board may have pursuant to the terms of this Agreement, at law or in equity.
- 13.3 In the event that the Board terminates this Agreement, the Board's payment obligation shall cease as of the final date on which the Transportation Services were performed by the Contractor in accordance with this Agreement.
- 13.4 Upon termination of this Agreement pursuant to this Section, the Contractor (and its surety, if applicable) shall be responsible for, and indemnify the Board for, the Board's expenses, losses and damages incurred in replacing the Contractor for the remainder of the Term of the Agreement, including, but not limited to, costs incurred in obtaining a new contract including any and all increases in costs for the Transportation Services.
- 13.5 In the event that the Vehicles contracted for herein are unavailable for the Transportation Services due to a cause other than a Force Majeure Event (as defined herein), the Contractor shall be considered in default and the Board shall be free to contract with any other person or company for the Transportation Services. Cessation of Transportation Services shall mean the absence from service of more than four (4) Vehicles on any day.
- 13.6 In all cases where the Contractor ceases to provide Transportation Services for one or more school days (except in relation to a Force Majeure Event, as defined in Section 15 of this Agreement), the Board shall also have the unilateral right to declare the Contractor in default and call for the Performance Bond. Cessation of bus services shall mean the absence from service of more than four (4) Vehicles on any day.

14. FAILURE OF OPERATIONS AND LIQUIDATED DAMAGES

- 14.1 The Board and the Contractor agree that in certain circumstances, the actual damages incurred by the Board shall 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 shall not pay for any services that have not actually been provided and/or performed by the Contractor. Prior to the implementation of any liquidated damages. Within five (5) calendar days after the Contractor receives notice of the District's intent to impose liquidated damages, the Contractor shall have the right to submit any documentation to the Board that the Contractor wishes the Board to consider. Notwithstanding anything contained herein to the contrary, it is the District's sole determination as to whether or not it shall assess liquidated damages, regardless of whether or not mitigating circumstances existed, so long as it does not assess any liquidated damages during the first thirty (30) days of each school year.

14.2 In consideration of the difficulty the District will suffer by reason of breaches on the part of the Contractor, the following breaches are hereby agreed upon as a basis for assessment of liquidated damages in the amount of \$100 dollars per occurrence:

14.2.1 An occurrence in which the Contractor does not provide the required number of Vehicles or Vehicle Operators necessary under the Agreement (including "doubled up" runs or changes in run schedules or merging of runs due to driver shortages), in which case the District may also deduct from its monthly payment the pro-rata cost of the vehicle for that day;

14.2.2 An occurrence in which the Contractor does not supply the necessary spare Vehicles or Vehicle Operators to operate the Transportation Services within a twenty (20) minutes from the time said spare was needed, in which case the District may also deduct from the monthly payment the pro-rata cost of the Vehicle(s) that the spare vehicle(s) was/were designated to replace;

14.2.3 An occurrence in which a Vehicles utilized in the performance of this Agreement does not have an operating and active radio, GPS or cameras which comply with the requirements of this Agreement;

14.2.4 An occurrence in which neither the Terminal Manager nor Dispatcher are present in the terminal at any time during the required hours of staffing;

14.2.5 An occurrence in which a Vehicle is more than fifteen (15) minutes late in arriving at a school in the AM or PM, provided that if such occurrence was caused by circumstances (e.g. weather, road conditions) beyond the control of the Contractor, liquidated damages will not be assessed; and

14.2.6 An occurrence in which the Contractor, despite being informed in accordance with this Agreement, fails to provide the necessary Vehicle Operator(s) and/or Vehicle(s) for a requested Special Trip, provided that in addition to the liquidated damages described herein, the District shall also be entitled to reimbursement for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.).

14.3 This Agreement envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. In addition to the above liquidated damages provisions, should operating

problems occur which require the involvement of/intervention by the District, the District reserves the right to formally notify the Contractor of such operating problems. Should similar operating problems reoccur after a thirty (30) day cure period, the District reserves the right to deduct \$100.00 from the monthly payment as liquidated damages for each such occurrence.

- 14.4 It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the District to terminate this Agreement and that in the event of termination, the above damages 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 District under this Agreement, in law and equity.
- 14.5 The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,000.00 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.
- 14.6 In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, the District shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the Contractor.
- 14.7 It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this Agreement, or by exercising the provisions of this Agreement in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous non-exercise or waiver.

15. FORCE MAJEURE

- 15.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement (except with respect to the District's obligation to pay for services already rendered) that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, acts of public enemies, epidemic, pandemic, quarantine, civil disturbance, natural catastrophes, governmental acts or omissions, fire, explosion, fuel shortage, cyberattack, interruption to power or communication grid, or for any other acts not within the control of the affected Party, and which by exercise of reasonable diligence it is unable to prevent (each, a "Force Majeure Event").
- 15.2 For the avoidance of doubt, a Majeure Event shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a Party's financial inability to perform its obligations hereunder, (d) supply chain issues, (e) the failure to provide sufficient Vehicle Operators to cover the transportation needs of the Board, or (f) a strike or labor unrest.

- 15.3 In the event of a cessation of service because of a Force Majeure Event (as defined herein), the Contractor shall notify the Board as soon as such information becomes known to it, and the Board shall be free to make interim arrangements for the Transportation Services, with the Contractor being responsible for any increase in costs.
- 15.4 The District shall not be liable to pay for services not rendered by the Contractor due to a Force Majeure Event. The District shall also have the right to terminate this Agreement immediately upon written notice to the Contractor of any Force Majeure Event.

16. INDEMNIFICATION AND ASSUMPTION OF LOSS AND LIABILITY.

- 16.1 The Contractor shall indemnify, defend and hold the Board, the Town and each of their respective officers, employees, agents and assigns harmless from any and all loss, liability, damage, penalty, expense or fee, including attorney's fees, or other costs or obligations which result from, or arise out of, the failure of the Contractor, or any of its officials, employees, agents, assigns or personnel, to perform its obligations under this Agreement, and/or the Contractor's or any of its officials, employees, agents, assigns or personnel's breach of the terms of this Agreement, except to the extent that such loss, liability, damage, penalty, expense or fee, including attorney's fees, or other costs or obligations, directly arises from or is caused by the gross negligence or willful misconduct of Board, its agents or employees to the extent permitted by law.
- 16.2 Any District property damaged by the Contractor in the performance of the Transportation Services shall be restored to its original condition by the Contractor at the Contractor's expense, and the materials and workmanship used must be first-class in every respect. In the event that the Contractor fails to make such repairs promptly to the satisfaction of the Superintendent, the District may at its discretion direct such repairs to be made, that the cost of such repairs will be charged to the Contractor, and that any sum of money due to the Contractor be applied to meet the costs of such repairs.

17. MISCELLANEOUS.

- 17.1 The Transportation Services shall not be assigned or subcontracted without the prior written consent of the Board, which such consent shall be granted or withheld by the Board in its sole and exclusive discretion. The Parties further agree that it is understood that a stock ownership changes in the Contractor that exceeds 50% of the outstanding stock is considered a material change in this Agreement and the District has the right to terminate this Agreement at the end of that current school year in which the stock ownership change occurs. The Contractor is required to inform the District within five (5) business days, in writing, of any such ownership change. Failure to comply with this provision may be considered a default under this Agreement and the District retains all rights to remedy this default.
- 17.2 The Transportation Services required in accordance with this Agreement are

understood to include the services described in the RFP. The terms and conditions of the RFP are deemed a part of, and incorporated into, the Agreement and the Contractor's representations and warranties of the Contractor's Bid are deemed incorporated into and made a part of this Agreement. To the extent there is conflict between the terms and conditions of the Agreement and the RFP, the terms and conditions of the Agreement shall control and prevail, with the terms and conditions of the RFP prevailing and controlling over any conflict with the Contractor's Bid.

- 17.3 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.
- 17.4 If any provision of this Agreement is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Agreement and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 17.5 This Agreement and all Exhibits attached hereto constitutes the full and complete agreement of the parties hereto and shall be binding upon their perspective permitted successors and assigns.
- 17.6 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- 17.7 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 agreement, term, covenant or condition.
- 17.8 Notwithstanding anything contained herein to the contrary, this Agreement is contingent upon the voters of the Town appropriating funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year. If the Board shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues from the District from Federal or State sources are reduced from current levels as of the date of this Agreement, the District shall promptly notify the Contractor and the Board reserves the right to terminate this Agreement upon fifteen (15) calendar days written notice to the Contractor, without further liability to the Contractor.
- 17.9 All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail. The Board or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions. Notice by a Party to the other Party shall be sent to the address of record set forth in the Preamble to this Agreement unless a written notice of change of address of record has been received by the sending Party, in which case a notice shall be sent to such noticed new address of record. Additionally, a copy of any notice to the Contractor shall

be sent to the following:

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, through the duly authorized individuals signing below.

ROCKY HILL BOARD OF EDUCATION

[_____]

By:_____

Title:

By:_____

Title:

Date:_____

Date:_____

EXHIBIT A
BID DOCUMENTS

EXHIBIT B
PRICING TABLE

EXHIBIT C
STUDENT DATA PRIVACY ADDENDUM

This Agreement (“Agreement”) is entered into on the date of execution below between the Rocky Hill Board of Education (the “Board”) and _____ (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data received or obtained pursuant to the contract between the Parties (the “Transportation Contract”).

Article I. Definitions

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

Article II. Purpose of Agreement

The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Contractor in connection with Contractor’s provision of transportation services to the Board. The Parties agree that the Transportation Contract does not require the exchange or maintenance of student generated content and that the exchange of student information and student records, if any, shall be limited in nature. The Board shall only provide to the Contractor student records and/or student information essential to performance of obligations under the Transportation Contract.

Article III. General Provisions

1. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data, including but not limited to the Transportation Contract.
2. The Parties agree that in the event that any provision, term, or condition of the Privacy Policy of the Contractor or any other policy, procedure or practice of the

Contractor concerning student data that is applicable to the Board at any time during the term of this Agreement conflicts with, or is inconsistent with, any provision, term, or condition of this Agreement, the provisions, terms, and conditions of this Agreement shall control over any such inconsistent or conflicting provision, term, or condition.

3. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
4. The Board may request that the Contractor delete any student data in the Contractor's possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law (including student data that is required to be preserved in relation to litigation or that is subject to a litigation hold), or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor shall delete the requested student data within a reasonable period of time after receiving such a request.
5. The Contractor shall not use student data for any purposes other than those authorized in this Agreement or the Transportation Contract, and may not use student data for any targeted advertising.
6. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within a reasonable period of time and without undue delay 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 Confidentiality and Access to Education Records Policy.

Article IV. Security and Confidentiality of Student Data

1. The Contractor and the Board shall ensure that they each comply with the FERPA. If Contractor will have access to "education records" of Board's students as defined under FERPA, then Board represents and warrants that it has determined that First Student meets the criteria set forth in its annual FERPA rights notification for being a "school official" with a "legitimate educational interest" in the education records. Contractor is and will remain under the direct control of the Board with respect to use and maintenance of education records and will use and disclose personally identifiable information that may be contained in such education records only for the purpose of fulfilling its duties

and providing services under the Transportation Agreement including to (a) develop, improve, and customize any and services provided to Board; (b) comply with any applicable law or regulation.

2. Further, the Contractor shall implement and maintain security procedures and practices designed to protect the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access:
 1. Use 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. Maintain technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
 3. Otherwise meet or exceed industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

1. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement or the Transportation Contract.
2. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except: (a) student data that is required to be preserved in relation to litigation or that is subject to a litigation hold, provided that only that student data reasonably believed to be necessary to preserve may be retained; or (b) in the event that a student, parent, or legal guardian of a student chooses to independently establish or maintain an electronic account with the Contractor after the expiration of this Agreement for the purpose of storing student-generated content.

Article VI. Data Breaches

1. Upon discovery by the Contractor of a data 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, unless a longer period is allowed under applicable law, shall provide the Board with a notice of the breach. To the extent known, Contractor's notification to the Board shall include the following information: 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. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

2. The Contractor agrees to cooperate with the Board with respect to investigation of the breach, and to supplement notifications made to the Board as additional information becomes available. If the breach was caused by Contractor, then Contractor agrees to reimburse the Board for its reasonable and documented costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

Article VII. Choice of Law, Choice of Forum, Merger, Severability

1. Choice of Law. The parties agree that this Agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.
2. Choice of Forum. The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.
3. Amendment. This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
4. Severability. A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

Article VIII. Term

1. The term of this Agreement shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the student data, protections are extended to such student data in accordance with the provisions of Paragraph B within this Article.
2. In the event that the Contractor determines that returning or completely deleting or destroying the student data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Agreement to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Contractor possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Contractor's databases following the recovery from a disaster, the Contractor shall delete all such student data immediately.

ROCKY HILL BOARD OF EDUCATION

By _____ Date _____

[_____]

By _____ Date _____

EXHIBIT D

INSURANCE REQUIREMENTS

- A. The CONTRACTOR will provide insurance coverage at least compliant with the following minimum requirements:
- a. General Liability: \$1,000,000
 - b. Auto Liability: \$1,000,000
 - c. Excess or Umbrella (with all liability coverages as underlyers): \$10,000,000
 - d. Workers' Compensation (statutory) with Employer's Liability: \$1,000,000
 - e. Sexual Abuse, Harassment and Molestation coverage: \$11,000,000 in limits (whether a separate policy or included in the General Liability and Excess).
 - f. Excess liability to sit above all underlying liability coverages.
 - g. Town of Rocky Hill and Rocky Hill Board of Education shall be endorsed on the contractor's policies of insurance as additional insured on a primary and non-contributory basis with waivers of subrogation in favor of the Town of Rocky Hill and Rocky Hill Board of Education.
 - h. "Comprehensive general automotive" should be automobile liability coverage for owned, hired, leased and non-owned vehicles.
- B. The CONTRACTOR will maintain Worker's Compensation Insurance coverage in accordance with the statutory requirements of the state of Connecticut.
- C. To the fullest extent permitted by law, the CONTRACTOR shall, absolutely and unconditionally, indemnify and hold harmless the Town of Rocky Hill and the BOARD, their officers, directors, employees, and agents from and against any and all claims, damages, losses and expenses, and liability, including but not limited to attorney's fees, arising out of or resulting from the performance of their duties, provided that such claim, damage, loss or expense is attributable to bodily injury, death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of anyone directly or indirectly employed by them or anyone for whose acts that may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to part, or person described in this paragraph.
- D. The CONTRACTOR shall purchase at his own cost and expense insurance

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including but not limited to the following: a policy of insurance covering each and every vehicle employed by the CONTRACTOR in the performance of the contract and insuring the BOARD, the Town of Rocky Hill, and the CONTRACTOR against liability for personal injury, death, or property damage resulting from the operation of such motor vehicles by the CONTRACTOR or his agents. CONTRACTOR shall provide the Assistant Superintendent for Finance & Operations a copy of its insurance policy.

- E. Certificates of Insurance will be required annually prior to the first day of school. Copies of insurance certificates will be forwarded to the School Administration on or before the renewal date of the policy. All insurance will be carried by companies authorized to conduct business in the State of Connecticut. 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 by this Agreement.
- F. No agreement will be executed until the School Administration receives the required insurance certificates.
- G. CONTRACTOR will be responsible for the cost of vandalism to the vehicles. BOARD will cooperate with the CONTRACTOR to keep vandalism low and prosecute violators to the full extent of the law. Any remuneration recovered as a result of vandalism on school buses will become the property of the CONTRACTOR. BOARD supports and encourages the use of technology to enhance safety and behavior on buses.

SCHEDULE 2

LIST OF CURRENT SCHOOLS/BELL SCHEDULE

ROCKY HILL BOARD OF EDUCATION

SCHOOL AND BELL TIMES FOR 2025-2026

<u>SCHOOL</u>	<u>AM BELL</u>	<u>PM BELL</u>	<u>EARLY DISMISSAL</u>	<u>2 HR DELAY</u>
Rocky Hill High School	7:35 AM	2:25 PM	11:30 AM	9:35 AM
Griswold Middle School	7:45 AM	2:35 PM	11:40 AM	9:45 AM
Moser School	8:15 AM	3:05 PM	12:05 PM	10:15 AM
West Hill School	9:00 AM	3:40 PM	1:05 PM	11:00 AM
Stevens School	9:00 AM	3:40 PM	1:05 PM	11:00 AM
Pathways/Dream Academy	8:00 AM	2:00 PM	11:25 AM	10:00 AM

<u>PRESCHOOL (at West Hill)</u>	<u>START</u>	<u>END</u>	
AM Bright Beginnings	8:45 AM	11:30 AM	No AM class if school is delayed. No PM class if early dismissal.
PM Bright Beginnings	12:45 PM	3:30 PM	