

Lisbon Central School

Invitation to Bid

Lisbon Central School is accepting proposals for a 5 year Transportation Contract. Detailed specifications are available at www.lisbonschool.org or at Lisbon Central School 15 Newent Road Lisbon, CT 06351. Proposals will be received until 12:00 pm on January 10, 2024. Proposals received after this date will not be considered.

FORM OF TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (hereinafter, the "Agreement"), executed on the ___ day of _____, 202__, is entered into by and between the LISBON BOARD OF EDUCATION, located in Lisbon, Connecticut, (hereinafter, the "Board") and _____, which has a principal place of business located in [LOCATION] (hereinafter, the "Contractor"). The Board and the Contractor may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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 Lisbon Public Schools (the "District") or otherwise designated by the Board or the Board for a term of five (5) years, commencing on July 1, 2024 and terminating on June 30, 2029; and

WHEREAS, on _____, 2023 the Board issued that certain Invitation to Bid and on _____, 2023, the Contractor submitted a formal response to the Invitation to Bid; and

WHEREAS, on _____ the Board voted to authorize the Superintendent or designee to negotiate an Agreement with the Contractor in accordance with that certain Invitation to Bid and the Contractor's response to said Invitation to Bid; 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 five (5) years, commencing on July 1, 2024 and terminating on June 30, 2029 (the "Term"), unless terminated early in accordance with the terms of this Agreement.
- 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, 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 special education routes (for the avoidance of doubt, the District may assign special education routes to alternate providers), pre-school, summer (extended school year) and Special Trips (as defined herein)(collectively, the "Transportation Services"). The Contractor specifically represents that it shall not refuse any service request by the Board within the scope of this Agreement, including any request for special education transportation services. Should the Contractor have particular 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 such term is defined below), 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 Trips to the District.

- 1.3. The Board agrees to pay, subject to the terms and conditions of this Agreement, the Contractor the compensation set forth in Exhibit A, 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, 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 Parties agree that all mileage for all Vehicles is included in the pricing set forth in Exhibit A. 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.

2. VEHICLES.

- 2.1. The Contractor agrees to the following conditions regarding buses and any other vehicles used to perform the Transportation Services, including "spare" vehicles (collectively, the "Vehicles"):
 - 2.1.1. The Parties acknowledge that the Board's transportation needs shall vary during the Term of this Agreement. 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 field trips and athletic events, as requested by the Board. In addition to the aforementioned Vehicles required for field trips and athletic events, at all times during the Term of this Agreement, the Contractor shall have available spare Vehicles in a minimum amount equal to twenty per cent (20%) of each category 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 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. Additionally, all buses used hereunder must be equipped as follows:
 - 2.1.3.1. All 71-72 Passenger Transit Style buses will be diesel powered with a front-engine or the approved equivalent with an acceptable provision for cold weather starting.
 - 2.1.3.2. All vehicles will be equipped with automatic transmissions and power steering.
 - 2.1.3.3. At least two emergency "push out" windows on each side of bus.
 - 2.1.3.4. Two Way Radio - To be installed in all vehicles including spares.
 - 2.1.3.5. Base station radio frequency separate from the Town of Lisbon will be required. The base station frequency shall be a frequency which can and may be A monitored by the LCS Administration. The contractor shall obtain all necessary licenses. The Contractor shall provide FCC license number and frequency.
 - 2.1.3.6. All vehicles while transporting children under the terms of the contract shall have prominent identification thereon-indicating "Lisbon Public Schools."
 - 2.1.3.7. Side emergency door: Single-point bar lock with recessed outside handle.
 - 2.1.3.8. Laminated glass
 - 2.1.3.9. Roof Emergency Hatch/Vent
 - 2.1.3.10. Center Mounted Fuel Tanks
 - 2.1.3.11. Child Check Mate System (or equivalent)

- 2.1.3.12. Automatic Chain Dropping System
 - 2.1.3.13. Air Brake Equipped with Air Dryers and Automatic Slack Adjuster
 - 2.1.3.14. White Roof
 - 2.1.3.15. All car seats, harnesses, seatbelts, etc. required are to be provided by the Contractor at its expense.
- 2.1.4. Unless otherwise authorized by the Board, all Vehicles used hereunder must be stored, registered and taxed in The Town of Lisbon and shall be stored at The Meadows.
- 2.1.5. 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.
- 2.1.6. The Contractor shall provide the Board, by August 10 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. The Contractor shall provide any other information regarding the Vehicles requested by the Board.
- 2.1.7. 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 "Lisbon Public Schools", unless otherwise agreed to by the Board in writing.
- 2.1.8. All Vehicles shall be no more than eight (8) years old as of August 15, 2024 and the average age of the entire fleet of Vehicles shall be no more than five (5) years old at any time during the Term. During the Term the Contractor shall use Vehicles of that age or newer.
- 2.1.9. If, during the Term of this Agreement, there is a sufficient increase or decrease in the school population that requires additional or fewer Vehicles and/or Vehicle Operators, the Superintendent of Schools, with the approval of the Board, shall request the Contractor to supply the necessary Vehicles and Vehicle Operators. All payments or credits are to be based on the rates applicable to the type of Vehicle requested and the relevant time period.
- 2.1.10. 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.
- 2.1.11. The Contractor or its agent shall inspect all Vehicles daily before the first run in the morning. This check list 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.
- 2.1.12. A weekly 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 furnished to the Board upon request.
- 2.1.13. The Contractor is required to perform appropriate and necessary maintenance on all Vehicles used to provide services in accordance with this Agreement.
- 2.1.14. The interior and exterior of all Vehicles must be kept clean and in good repair. The interior of all

Vehicles must be kept at comfortable temperatures while transporting Students. No Vehicle shall be used to provide special education Transportation Services unless it has operational air conditioning.

- 2.1.15. Each Vehicle must be equipped with a two-way radio. The Contractor shall provide the Board with a portable two-way radio capable of communicating with all Vehicles.
- 2.1.16. All Vehicles used in the performance of this Agreement must be equipped with three (3) video cameras on the inside of the Vehicle to monitor passenger behavior and related activities at all times during the Term. 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. The 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 providing services in accordance with the Agreement is fundamental to the Contractor's performance.
- 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) days or such longer periods as reasonably requested by the Board. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board and any local, state or federal guidelines. Signage shall be placed in each Vehicle to indicate that students are being recorded.
- 2.1.17. 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.
- 2.1.18. 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.
- 2.1.19. 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.
- 2.1.20. 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.
- 2.1.21. All Vehicles used in the performance of the Transportation Services shall not display, either inside or outside of the Vehicle, any advertisement without the prior written authorization of the Superintendent or his/her designee.
- 2.1.22. All Vehicles used in the performance of the Agreement to transport special education students must have seat belts, child restraint seats, harnesses or other suitable restraints and wheel chair lifts to meet the needs of each student. Should applicable law require child restraints for all students being provided services under the Agreement, it shall be the Contractor's responsibility to provide compliant restraints.

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 required in accordance with this Agreement.

3.1.1. The Contractor agrees to perform the services required under this Agreement under the direction of a full-time trained and qualified Manager, who shall be in the employ of the Contractor, and who shall be stationed at the transportation facility servicing the District and must be assigned as a full-time position for the District's transportation program. The Manager will be directly responsible for contact with parents regarding transportation problems within the District; provided, however, that all such parent contacts are authorized by officials of the District. The Manager also shall be responsible for compliance by Vehicle Operators and aides with all Board transportation-related policies and legal requirements, providing all studies and reports required by the District, including those items necessary to comply with federal and/or state requirements and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager shall arrange with the District to be available during all hours that services are being performed pursuant to the Agreement, prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager shall be available by phone one and one-half (1.5) hours prior to the first morning run for emergency contacts from the District. The Manager is required to meet all federal and state regulations and training requirements. The Manager is precluded from any Vehicle Operator duties, serving as an aide, and/or Vehicle maintenance functions, unless authorized by the District. Should the 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 facility for the entirety of the period that the Manager is performing such alternate duties. The Manager shall be available at least until 5:00 P.M. on days when school is in session.

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 parents 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 Manager and/or Dispatcher on-site.

3.1.4. The Contractor shall provide safety and driver training to the personnel providing services under this Agreement 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 and/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 program needs.
- 3.1.7. Personnel providing services in accordance with this Agreement shall be professionally dressed at all times. 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. More specifically, attire should be clean, free from inappropriate language and images, appropriately covering the torso and chest, with any shorts reaching mid-thigh length or longer, and fully enclosed footwear shall be worn at all times. Personnel providing services in accordance with this Agreement 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 furnish certification of such compliance, a list of certified Vehicle Operators, and a copy of each Driver's Connecticut Commercial Driver's License (CDL) to the Superintendent of Schools, or designee, prior to the opening of school each year, and no other Vehicle Operators may be used without written notice to and approval by the Superintendent of Schools, or designee. The Contractor will report new hires to the Superintendent of Schools, 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.
 - 3.2.2. Vehicle Operators shall be responsible to demonstrate professional relationships with the children and parents served, the employees and administration of the District, and the community-at-large.
 - 3.2.3. The Contractor will provide competitive compensation to all Vehicle Operators to avoid the problem of a driver shortage in achieving the expected level of performance of the Agreement.
 - 3.2.4. 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 and/or transportation services.
 - 3.2.5. 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.

- 3.2.6. The Contractor further agrees that the District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any Manager, supervisor, Dispatcher, Vehicle Operator, or aide. The District reserves the right, in the exercise of its sound discretion, to reject Vehicle Operators or aides, or to direct that they be replaced, without being limited to considerations of health and driving records, with such Vehicle Operators or aides removed from the routes immediately upon notice from the District to the Contractor.
- 3.2.7. 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.
- 3.2.8. 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. Standby 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 or monitor, at the Contractor's expense, to accompany and assist the spare Vehicle Operator. The District shall be informed each time an alternate Vehicle Operator is required to substitute for an assigned Vehicle Operator.
- 3.2.9. A list of stand by and spare Vehicle Operators for the District, in an amount deemed sufficient by the District, must be on file in the office of the Superintendent of Schools.
- 3.2.10. 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 of Schools, or designee, including proof of attendance of Vehicle Operators at such training as the Board shall reasonably request.
- 3.2.11. 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.
- 3.2.12. The Contractor shall submit to the District no later than fourteen (14) days prior to the beginning of each Contract year a list of the names and addresses and Connecticut Driver's License numbers of all regular and substitute Vehicle Operators and aides employed to provide

the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date. Said updates shall be provided to the District within 24 hours of employment or termination. No other Vehicle Operators or aides may be used unless such information is provided to the District in advance. Said list shall include the designated route/bus assignments for each Vehicle Operator or aide.

3.2.13. The Contractor shall at all times have stand-by 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. The Contractor shall provide attendance information to the District upon request. The stand-by Vehicle Operators must be experienced in navigating the Town of Lisbon.

3.2.14. 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 optional field trips, sports trips, or other 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.

3.3. For each employee of the Contractor who performs services for the Board involving direct student contact, 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, to the extent permitted by law, share information concerning such finding with the District.

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, to the extent permitted by law, share information concerning such finding with the District.

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, to the extent permitted by law, share information concerning such finding with the District.

- 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, 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, when indicated by the District, Students to and from the threshold of the property, and they must 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.

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 Contractor shall be obligated to transport students according to the school calendar in effect for each of the placements, institutions or schools, with the provision that each of these placements, institutions or schools reserves the right to change the calendar as conditions may warrant.
- 4.3. During inclement weather, the following procedure is used to alter transportation schedules or cancel transportation service:
 - 4.3.1. If school in Lisbon is closed, no students are to be transported to other In-District and Out-of-District programs.

- 4.3.2.If school in Lisbon 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 of Schools will notify the Contractor of the circumstances.
- 4.4. If the Board cancels school, delays opening, or closes early, it is the Superintendent's responsibility to directly notify the Contractor of the situation. If a student will not be attending school due to illness or the other circumstances, it is the responsibility of the parent to notify the Contractor directly. Should transportation service be required, the Contractor agrees that it will abide by the decision of the District and will run routes as normally as possible.
- 4.5. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. 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. Only individuals specifically designated or authorized by the Board shall be allowed to ride the Vehicles.
- 4.7. 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 which in any way imperils safe operations, the Contractor shall require that Vehicle Operator stop the Vehicle and not proceed until discipline is voluntarily restored. The Vehicle Operator then shall immediately alert the Contractor's office via radio. The Vehicle Operator shall also report, in writing, all such occurrences to the Contractor, and the Contractor shall promptly notify the principal[s] 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. The names of any Students who misbehave or who cannot be managed by the Vehicle Operator shall be reported, in writing, to the appropriate school administrator and to the Board's designee.
- 4.8. 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 boards the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle at the appropriate, safe place.
- 4.9. No pre-school and kindergarten 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 bus and the Vehicle Operator is to notify dispatch immediately for direction.
- 4.10. No Vehicle Operator shall allow a student to leave a Vehicle except at scheduled stops unless otherwise authorized by the Board in writing. Vehicle Operators are to remain in the Vehicle at all times when Students are aboard, unless relieved by authorized personnel.
- 4.11. Vehicle Operators shall report to the Contractor immediately all accidents of any nature. The Contractor shall furnish the Superintendent of Schools a written copy of each accident report with complete details within twenty-four (24) hours. The Contractor shall ensure that, in the event of an

accident, with or without any serious or minor injuries, the Contractor immediately reports the accident to the office of the Superintendent of Schools.

- 4.12. Vehicle Operators shall not smoke or carry a lighted cigarette or other smoking device, including any vaping device, when on board or operating a Vehicle. Vehicle Operators shall not be in possession of, or under the influence of, alcohol or any other intoxicating substance, legal or illegal, when operating a Vehicle.
- 4.13. Vehicle Operators are responsible for limiting passengers only to those who are eligible to ride the Vehicle.
- 4.14. 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.
- 4.15. Vehicle Operators shall not operate a Vehicle in excess of its rated capacity.
- 4.16. Vehicle Operators shall make sure that Students board or leave a Vehicle only when it is stopped.
- 4.17. Vehicle Operators are responsible to ensure that all Students are seated and remain seated while the Vehicle is in operation.
- 4.18. 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.
- 4.19. 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.
- 4.20. All Vehicles used by the Contractor to provide Transportation Services in accordance with this Agreement shall be garaged (except while undergoing repairs and maintenance) in Bus Depot unless otherwise approved by the Board in writing. In the event that approval is given to garage Vehicles used by the Contractor to provide Transportation Services in accordance with this Agreement outside of Lisbon, no deadhead miles shall be funded by the Board.
- 4.21. The Contractor shall provide Vehicles for late runs upon the Board's request.
- 4.22. The Contractor must make available one or more Vehicles for the transportation of Students, teachers and other designated persons to and from Special Trips within Connecticut (unless an out-of-state location is agreed upon by the Parties). Payment for Special Trips shall be made in accordance with Exhibit A.
- 4.23. No Student shall arrive at school more than fifteen (15) minutes prior to the school opening in the morning. No Student shall remain at school waiting for transportation home for more than fifteen (15) minutes after school has dismissed.
- 4.24. After school, Vehicles shall not leave the school until at least five (5) minutes following dismissal. No Student shall be dropped off at his or her bus stop later than sixty (60) minutes after leaving

the school except under extraordinary conditions or as approved by the Board.

- 4.25. Students in pre-Kindergarten and Kindergarten shall be picked up or discharged in front of their home or designated location without regard to other bus stops. Exceptions can be agreed upon for safety reasons only.

5. INSURANCE.

- 5.1. The Contractor shall purchase all insurance coverage for all Vehicles. The Board and the Town of Lisbon 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 Exhibit D. 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.

6. PERFORMANCE BOND.

- 6.1. Performance Bond. The Board may, at its option, require that the Contractor shall furnish to the Board 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, at the Board's discretion, up to one hundred percent (100%) of such year's estimated Agreement price (excluding field trips) as reviewed and agreed upon by the Board. The Contractor must send such Performance Bond to the Board prior to April 1 if the Performance Bond has been required for the following school year. Each such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed or authorized to do business in Connecticut. Should the Agreement price for any year increase during the year, the Board may require the Contractor to provide a Performance Bond for the increase in the Agreement price for the remainder of the school year.

7. INVOICES/PAYMENT.

- 7.1. 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 day of the following month. Delayed billing is not acceptable and shall not be honored.
- 7.2. Payment to the Contractor shall be made, following receipt and approval of an itemized invoice as required by this Agreement, in monthly payments. The first payment shall be made in October of each school year during the Term. The last payment, for June of each school year during the Term, shall be made as part of the fiscal year's closing in July.
- 7.3. The Transportation Services shall be provided by the Contractor according to the applicable school calendar(s), as may be revised or adjusted by the Board or its designee 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.
- 7.4. The Board, acting through the Superintendent of Schools or otherwise, reserves the right to cancel scheduled in person school days during the Term because of weather, pandemics/epidemics and/or other emergencies or threats to safety and to change the school calendar as necessary during the school year. The Board shall not be charged or otherwise penalized for such changes.
- 7.5. 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.

7.6. The Board may request that the Contractor perform additional tasks under this Agreement. 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.

7.7. If in the event one or more Vehicles do not operate in strict compliance with this Agreement, over each independent route, on any school day, the entire daily cost of such Vehicle shall be deducted from the Contractor's invoiced charges.

8. FUEL.

8.1. The Contractor shall supply and pay for diesel fuel and unleaded gasoline for the Vehicles (the "fuel") used for the transportation of Lisbon students in accordance with this Agreement. Such fuel shall be for the exclusive use of vehicles used for the transportation of Lisbon students and fuel used for any purpose other than the provision of the transportation services will be considered a material breach of this Contract. The Board reserves all rights and remedies under contract, including without limitation termination of this Contract, and law in regard to unauthorized fuel usage by the Contractor.

8.2. 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.

8.3. The Contractor shall cooperate with the Board in the determination of fuel needs in accordance with the Agreement, including the provision of documentation in support of estimated fuel needs. The Parties may negotiate alternate fuel purchasing arrangements and shall reduce any agreement regarding the same to a written amendment of this Contract.

8.4. Any fuel needed while on trips where the purchase of additional fuel is necessary is the responsibility of the Contractor.

9. ROUTES AND TIME SCHEDULES.

9.1. The Contractor shall provide the services and technology necessary to develop and plan routes for all Transportation Services. The routing and the final approval of the transportation system shall be under the direction of the Superintendent of Schools, 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 15 each year during the term of this Agreement. Liquidated damages in the amount of One Thousand Dollars (\$1,000) per day may be assessed by the Board for non-compliance with the aforementioned schedule.

9.2. 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.

- 9.3. 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 in the provision of services under this Agreement. 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 notice of any changes which become necessary or desirable in routes and time schedules.
- 9.4. The transportation system shall include the number of Vehicles needed to maintain all routes that are necessary to properly operate the homebound and the school-bound routes.
- 9.5. The transportation system includes inter-school routes, as required by the Board.
- 9.6. The Contractor shall be aware that, at times, schools may operate on a reduced-time schedule and shall, therefore, be prepared for such deviations.

10. SPECIAL TRIPS.

- 10.1. Field Trips and Other Activity Trips: The Contractor agrees to furnish such Vehicles as the Board may need for the transportation of Students on 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 the trips have been planned. The Contractor shall charge the Board for such trips in a manner consistent with Exhibit A. Any mileage-based charges are to be calculated from the Lisbon Town Hall to the town or city hall located in the destination city or town. The basis for establishing the proper mileage is to be the *State of Connecticut Register and Manual*.
- 10.2. Notwithstanding anything contained herein to the contrary, the Contractor does not have the exclusive right to provide transportation for Special Trips and the Board may contract with another transportation provider for such services at any time.

11. COMPLIANCE.

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

The Contractor must be familiar with any Board policies (including, without limitation, the Board's Transportation Policy) or regulations which affect the Transportation Services provided under this Agreement. The Contractor and the Contractor's employees shall each be responsible for reviewing, at a minimum, on an annual basis, and complying with, all applicable Board policies 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, including, but not limited to, its non-discrimination policy, 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 of Schools. The Board's policies can be accessed at the following web address: lisbonschool.org/board-of-education/policies/

- 11.2. 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).

11.3. Mandatory Reporting.

11.3.1. 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: lisbonschool.org/board-of-education/policies/

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools.

11.3.2. Reporting of Information to Board Officials. The Contractor shall require its personnel to report any disturbances, irregularities, instances of inappropriate conduct of any type, or disciplinary infractions by Students, which are observed during the performance of services to the Board pursuant to this Agreement, to the building principal or other designated Board official. In the case of uncertainty regarding the appropriate Board official to contact with any such report, such report may be made to the Superintendent's office. The Contractor is specifically advised, without limitation, that the Contractor, and any official, agent, and employee of the Contractor, must report acts or allegations of sexual harassment under Title IX of the Education Amendments of 1972. The Contractor agrees to report, or cause to be reported through any official, agent, or employee of the Contractor, any act of sexual harassment witnessed by or reported to the Contractor or any official, agent, or employee of the Contractor pursuant to the Board's policy concerning Title IX/Prohibition Against Sex Discrimination and Sexual Harassment, which can be accessed at the following web address: lisbonschool.org/board-of-education/policies/

The Contractor agrees to review, and to cause any official, agent, or employee of the Contractor performing services under this Agreement to review said policy on, at a minimum, an annual basis. Any questions regarding said policy or its application may be directed by the Contractor to the Superintendent of Schools."

12. RECORDS AND REPORTS.

12.1. The Contractor shall promptly provide those reports and records which may be reasonably requested by the Board pertaining to Students, routes, stops, mileage audits, fuel use and other information having to do with daily operations.

12.2. 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. All reports required by the Board shall be submitted on forms mutually agreed upon by the Parties.

13. FAILURE OF OPERATION AND LIQUIDATED DAMAGES.

- 13.1. 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 been provided. Prior to the implementation of any liquidated damages, the Board shall attempt to communicate with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the Board's determination as to whether or not a mitigating circumstance existed.
- 13.2. In view of the difficulty the Board shall suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:
- 13.2.1. If at any time the Contractor does not provide the required number of Vehicles or Vehicle Operators necessary under the Contract, the Board may deduct from its monthly payment the pro-rata cost of the Vehicle for that day, plus \$200.00, or the cost of the Board's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.
- 13.2.2. If the Contractor does not supply the necessary spare Vehicles to operate the Transportation Services within a 20-minute reporting standard, the Board shall deduct from the monthly payment the pro-rata cost of the Vehicle(s) that the spare Vehicle(s) was/were designated to replace for that day, plus \$100.00.
- 13.2.3. This Contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$200.00 from the monthly payment for each such occurrence.
- 13.2.4. If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Board and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$300.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the Vehicle for that day.
- 13.2.5. In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Board shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the account of the Contractor.
- 13.2.6. The Board requires that all Vehicles that are utilized in the performance of this Contract have operating and active radios. A \$200 per day per bus liquidated damage shall be assessed for any Vehicle which does not comply with this requirement.
- 13.2.7. The Board requires that at all times the Vehicles have operable digital cameras meeting the requirements set forth in this Agreement and operable GPS capabilities. A \$200 per day per bus liquidated damage may be assessed for any bus that violates this mandate.
- 13.2.8. The Contractor is required to maintain a spare bus ratio of at least 20% of each Vehicle type. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the Board, the Contractor may be assessed a \$200 per day per bus liquidated damage.

- 13.2.9. Vehicles must meet the age requirements as detailed herein. Vehicles that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, shall result in liquidated damages of \$100 per day plus the per diem cost of the service provided by the Vehicle.
- 13.2.10. The Location Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the Board. Should either the Location Manager or Dispatcher drive one or more routes without the prior approval of the Board, the Board reserves the right to not pay for that portion of the run operated, plus assess a \$100 per occurrence liquidated damage.
- 13.2.11. Extra-curricular transportation is an important element of the Board's educational program. Therefore, it is expected that the Contractor shall meet the Board's needs given that the Board duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary Vehicle(s) and Vehicle Operator(s) shall result in nonpayment by the Board for the trip, a \$100 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the Board for any financial damages that the Board may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a Vehicle is more than 15 minutes late for any aspect of a scheduled trip, the Board reserves the right to assess a \$100 per trip liquidated damage for the late arrival. However, the Board realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of Vehicles to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary Vehicles or Vehicle Operators and must notify the Board at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to Vehicles. The Contractor is expected and required to have a sufficient staff to meet the Board's needs.
- 13.2.12. A reliable transportation system is important to meet the education requirements of the Students and the Board. To this end, Students must be picked up in the AM in a timely and consistent manner, and Students must be delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM or PM, the Board reserves the right to deduct \$100 per occurrence from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the damages shall not be assessed.
- 13.2.13. Vehicles are also required to carry the Transportation Care Plans provided by the Board for assigned Students. If a bus is found not to have on-board the required Care Plan, the Board reserves the right to deduct \$100 per day from the monthly billing for each day that the Plan is absent from the bus.
- 13.2.14. 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. If a Vehicle does not arrive on-time for an early closing due to the unavailability of a Vehicle and/or a Vehicle Operator, the Board reserves the right to assess a \$100 per trip liquidated damage for the late arrival.
- 13.2.15. Should the Contractor utilize a Bus Depot from which it services others districts, the Contractor's staff members who are not assigned to service the District shall be strictly prohibited from engaging in, or interfering with, the Board's Transportation Services. Should the Board determine in its sole discretion that any of the Contractor's staff members are engaging in, or interfering with, the Board's Transportation Services, the Board reserves the right to assess a \$200 per day liquidated damage charge for each day upon which the actions occur.
- 13.2.16. All Vehicle Operators shall be compliant with all local, state and federal laws, rules and regulations, including, but not limited to, strictly complying with traffic laws and other laws and regulations regarding

transportation. This includes, but is not limited to, a strict prohibition on texting or holding a phone while driving, failure to follow traffic signs and adhering to speed limits, passing other Vehicles while Students are entering or existing the Vehicle, and passing Board-owned and operated cars and vans while Students are entering or existing the Vehicle. If a Vehicle Operator fails to comply with traffic laws and other laws regarding transportation, the Board reserves the right to assess a \$300 per trip liquidated damage for each instance.

13.2.17. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. If a Vehicle Operator leaves a Vehicle unattended while it is occupied by a Student, the Board reserves the right to assess a \$500 per trip liquidated damage for each instance.

13.3. It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the Board to terminate this Contract and that in the event of termination, the above damages shall be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the Board under this Contract, in law and equity.

13.4. The Board shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,000 in any school year. Should the assessment level be reached, the Board reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the Board shall provide the Contractor notice of damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the Board's determination.

13.5. It is expressly understood by the Contractor that the Board, by not exercising its rights, or by waiving any of the provisions of this Contract, or by exercising the provisions of this Contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous nonexercised or waiver.

14. EQUAL OPPORTUNITY.

14.1. The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, gender identity or expression, or membership in any other protected class.

15. TERMINATION.

15.1. 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; (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, the Board shall have the right to terminate the Agreement upon

written notice to the Contractor.

- 15.2. The above remedies are in addition to any other remedies the Board may have.
- 15.3. 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.
- 15.4. Upon termination of this Agreement pursuant to this Section, the Contractor (and its surety) 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.
- 15.5. 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, 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 bus services shall mean the absence from service of more than four (4) Vehicles on any day.
- 15.6. 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. The Board shall obtain temporary interim Transportation Services and the Contractor shall compensate the Board for the costs the Board incurs.
- 15.7. In all cases where the Contractor ceases service for one or more school days, the Board shall also have the unilateral right to declare the Contractor in default and call for the Performance Bond.
- 15.8. 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 absolute discretion.

16. FORCE MAJEURE

- 16.1. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement 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, or for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest (each, a "Force Majeure Event").
- 16.2. For the avoidance of doubt, a Force 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, or (d) the failure to provide sufficient Vehicle Operators to cover the transportation needs of the Board.

17. INDEMNIFICATION.

- 17.1. To the extent provided by law, the Contractor shall indemnify, defend and hold the Board, the Town of Lisbon 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.

18. MISCELLANEOUS.

- 18.1. This Agreement with its attached Exhibits and the Invitation to Bid and Contractor's proposal, which are incorporated by reference, shall constitute the full and complete agreement of the Parties hereto and supersedes all prior agreements and understandings. In the event of a conflict, the terms of this Agreement shall control, followed by the terms of the Invitation to Bid, and subsequently, the terms of the Contractor's proposal
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. 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 the 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.

Notices to the Board shall be addressed to:

ATTN: Superintendent
Lisbon Public Schools

Notices to the Contractor shall be addressed to:

[ADDRESS]

[Signature Page Follows]

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

LISBON BOARD OF EDUCATION

[THE CONTRACTOR]

By: _____
Title:

By: _____
Title:

EXHIBIT A
PRICING

EXHIBIT B
FORM OF INVOICE

EXHIBIT C
STUDENT DATA PRIVACY

This Agreement (“Agreement”) is entered into on the date of execution below between the Lisbon Board of Education (the “Board”) and [THE CONTRACTOR] (“Transportation Provider”) (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 Transportation Provider in connection with Transportation Provider’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 Transportation Provider student records and/or student information essential to performance of obligations under the Transportation Contract.

Article III. General Provisions

- A. 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.
- B. The Transportation Provider shall not modify any separate Privacy Policy of the Transportation Provider or any other policy, procedure or practice of the Transportation Provider concerning student data that is applicable to the Board without the written agreement of the Board.
- C. 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 Transportation Provider.
- D. The Board may request that the Transportation Provider delete any student data in the Transportation Provider’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 Transportation Provider, provided the Board may request the deletion of any such student data if such copy has been used by the Transportation Provider to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Transportation Provider. The Transportation Provider shall delete the requested student data within two (2) business days of receiving such a request.
- E. The Transportation Provider 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

- F. If the Transportation Provider receives a request to review student data in the Transportation Provider's possession directly from a student, parent, or guardian, the Transportation Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Transportation Provider 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 Transportation Provider, 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

- A. The Transportation Provider and the Board shall ensure that they each comply with the FERPA.
- B. Further, the Transportation Provider shall take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:
 - 1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
 - 2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
 - 3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

- A. The Transportation Provider shall not use student data for any purposes other than those authorized pursuant to this Agreement or the Transportation Contract.
- B. The Transportation Provider 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 Transportation Provider after the expiration of this Agreement for the purpose of storing student-generated content.

Article VI. Data Breaches

- A. Upon the discovery by the Transportation Provider of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data from the Transportation Provider, or the suspicion that such a breach may have occurred, the Transportation Provider shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to the Superintendent of Schools and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

Names of student(s) whose student data was released, disclosed or acquired;

The nature and extent of the breach; and

The Transportation Provider's proposed plan to investigate and remediate the breach.

- B. Upon discovery by the Transportation Provider of a breach, the Transportation Provider shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- C. The Transportation Provider agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

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

- A. 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.
- B. 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.
- C. Amendment. This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- D. 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

- A. 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 Transportation Provider 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.
- B. In the event that the Transportation Provider determines that returning or completely deleting or destroying the student data is infeasible, the Transportation Provider shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Transportation Provider 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 Transportation Provider shall not use or disclose such student data and shall maintain its security pursuant to this Agreement for so long as the Transportation Provider possesses or maintains such student data. In the event a disaster recovery system containing student data is used to repopulate the Transportation Provider's databases following the recovery from a disaster, the Transportation Provider shall delete all such student data immediately.

LISBON BOARD OF EDUCATION

By _____

_____ Date

[THE CONTRACTOR]

By _____

_____ Date

EXHIBIT D

The Contractor shall maintain, at its own expense and at all times during the term of the Agreement, insurance policies which meet or exceed the following requirements:

- a. The Contractor shall secure and maintain in force for the full term of this Agreement worker's compensation insurance (including employer's liability insurance), commercial general liability insurance, commercial automobile liability insurance and excess (umbrella) liability insurance from an insurance company (s) licensed to do business in the State of Connecticut, and which has an A.M. Best Company rating of A/X or better. Provided such carrier(s) is not available, the Contractor will advise the Board of this at least 60 days in advance and will be permitted to purchase this insurance from an alternate carrier subject to the approval of Board which approval will not be unreasonably withheld.
- b. Requirements.
 - i. Worker's Compensation insurance policy
 1. Which complies with the statutory Worker's Compensation Law of Connecticut:
 2. Employer's Liability Insurance with the following minimum limits of liability:
 - a. Bodily Injury by Accident - \$100,000 each accident
 - b. Bodily Injury by Disease - \$500,000 policy limit
 - c. Bodily Injury by Accident - \$100,000 each employee
 - ii. Commercial General Liability (CGL) policy: The CGL insurance shall be written with a Comprehensive Form and include without limitation the following:
 1. Premises-operations;
 2. Completed operations;
 3. Contractual insurance specifically applying to the provisions of this Agreement;
 4. Independent Contractors;
 5. Personal injury;
 6. Broad form comprehensive general liability endorsement;
 7. Sexual abuse and molestation.
 - iii. The limits of the CGL insurance shall be:
 1. Bodily Injury/Property damage each occurrence: \$1,000,000
 2. General Aggregate: \$2,000,000
 3. Personal/advertising injury each occurrence: \$1,000,000
 - iv. Commercial Automobile Liability.

1. The automobile liability coverage shall be written on a Comprehensive form and include coverage for all owned, hired and non-owned Vehicles.
 2. Coverage shall include liability for bodily injury and property damage resulting from the ownership, maintenance, or use of any such Vehicle by the Contractor, its agents or employees.
 3. The limits of insurance coverage shall be:
 - a. Combined Single Limit (each occurrence): \$1,000,000
- v. Excess (Umbrella) Liability.
1. The Excess (Umbrella) Liability Coverage will be at least as broad as the underlying Employer's liability, Commercial General Liability, and Commercial Automobile Liability policies.
 2. The limits of insurance coverage shall be:
 - a. Combined Single Limit (each occurrence): \$9,000,000
 - b. Annual Aggregate; \$9,000,000
- vi. A certificate of such insurance naming Lisbon Board of Education and Town of Lisbon as additional insured on a primary and non-contributory basis for commercial general liability, commercial automobile liability, and excess (umbrella) liability and containing a provision requiring written notice to Lisbon Board of Education and Town of Lisbon thirty (30) days in advance of cancellation shall be filed in the Business office of Lisbon Board of Education upon contract execution and thereafter prior to July 1st of each contract year.
- vii. To the extent provided by law, the Contractor shall indemnify and hold Lisbon Board of Education and Town of Lisbon harmless against any and all other claims, expenses, loss or liability whatsoever arising out of or incidental thereto in connection with its operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein. Each policy of insurance shall contain a waiver of subrogation, including workers' compensation, in favor of Lisbon Board of Education and Town of Lisbon.
- c. All insurance policies and performance and payment bonds shall be issued by approved companies authorized to do business in the State of Connecticut and shall be in a form satisfactory to the Board. Lisbon Board of Education and Town of Lisbon reserve the right to make direct inquiry to the insurer or surety for information to such insurance or bond, and the Contractor shall agree to assist, if necessary, in obtaining such information.
 - d. This Contract shall not be effective until a satisfactory performance and payment bond and the insurance policy are delivered and received by Lisbon Board of Education and Town of Lisbon.

LISBON PUBLIC SCHOOLS
INVITATION TO BID

The Lisbon Board of Education (hereinafter, the “Board”) invites the submission of bids from qualified bus transportation companies for the furnishing of student transportation services for the Lisbon Public Schools (the “District”) for a 5-year contract beginning July 1, 2024.

The Board is requesting bids for the provision of a range of student transportation services including but not limited to: public home-to-school, certain routes of special education transportation (please note that the Board shall not be obligated to assign all special education routes to the successful awardee and may assign special education routes to alternate providers), pre-school transportation, summer (including “extended school year”) transportation; and extra-curricular transportation, including field trips, athletics trips and other special trips (excluding certain services).

Bid Documents: Bid Documents may be obtained at the District’s Central Office (located at 15 Newent Road, Lisbon, CT 06351) Monday through Friday between the hours of 7:30 a.m. and 3:30 p.m., excluding school holidays.

Bid Due Date/Opening: Bids will be accepted until **January 10, 2024 at 12 p.m.** (the “Bid Due Date”) at which time the Bids submitted in accordance with this Invitation to Bid shall be opened in public and read aloud at the time specified and all Bidders and other interested persons shall be invited to be present. All Bids must be marked with the time of the opening. Each Bid must be submitted in duplicate copies in a sealed envelope and clearly labeled on the outside of the envelope with the Bidder’s name, the Bid number and the title of the Bid in the upper left-hand corner, and shall be submitted to:

Lisbon Central School
15 Newent Road
Lisbon, CT 06351
Attention: Sally Keating, Superintendent

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 the transportation services requested in these Bid Documents. Said transportation services shall be understood to include, without limitation, all vehicles, vehicle operators, mileage, equipment, technology, **fuel** and services to provide the transportation services described herein, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and the bid prices shall be "all-inclusive." To avoid any doubt, Bid prices shall include all of the Equipment Requirements described in Schedule 1 and the terms, conditions, requirements, obligations, provisions and particulars described in the Form of Contract attached in Schedule 2.
2. The successful Bidder shall execute a Contract substantially in the form attached hereto in Schedule 2. **Each Bidder should be thoroughly familiar with all the terms, conditions, requirements, obligations, provisions and particulars in these bid documents, including, without limitation, Schedule 1 and Schedule 2.** The Contract may contain such other further additional provisions that the Board deems necessary. The period of the Contract shall be for a five (5) year period commencing July 1, 2024 and terminating June 30, 2029 (the "Term").
3. 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 of this Bid, as such are set forth in these bid documents and any amendments made thereto.
4. The Bidder shall submit its Bid in sealed packaging marked with the Bidder's name, the Bid number and the title of the Bid.
5. The Bids shall be submitted no later than **January 10, 2024 at 12 p.m.** Bids received later than such date and time will not be considered and will be returned unopened.
6. The Bidder shall submit two (2) copies of the Bid in accordance with the submission procedures set forth herein.
7. The Contractor shall be required to comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any transportation manual or other rules, regulations and policies which the Lisbon Board of Education might publish.
8. 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 Sally Keating, Superintendent, via email at skeating@lisbonschool.org prior to the close of business on **December 20, 2023**. Responses to inquiries will also 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/District must be made in writing to the Board's contact person indicated above.

9. 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 prices.
10. Bids which qualify, amend, limit, or omit any of the Bid Requirements may be rejected.
11. ROUTE INSPECTIONS ARE REQUIRED. REVIEW OF ALL EXISTING CONDITIONS IS THE SOLE RESPONSIBILITY OF THE BIDDER. Current routes are available on the Lisbon Board of Education website: www.lisbonschool.org

As of the date hereof, the current transportation provider utilizes the following vehicles for regular home-to-school transportation (please note that the Board is seeking pricing on vans, even though no vans are currently in use):

Type of Vehicle	Quantity
Type I - # 72 Passenger bus	7
Type II - #26 passenger bus	1

The Board's current bell times are detailed in Schedule 3. 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.

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 the Form of Contract attached hereto as Schedule 2. Copies of insurance certificates shall be required at the beginning of each school year. THE BID PACKAGE SHOULD INCLUDE COPIES OF THE BIDDERS 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 the award of the Contract and during the course of the Contract, 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. The District reserves the right to reject any bid if the Bidder fails to satisfactorily convince the District that it is properly qualified by experience in general, or specifically in the region, and/or does not have the equipment, technology, facilities and/or personnel to effectively carry out the transportation services called for herein.
17. 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. Individual Bids may also be rejected if, in the opinion of the District, such Bid does not meet the standard of quality established by the specifications. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the District to reject any and all Bids.
18. Any modification to the Bid Documents, or clarification thereof, will be made by Addendum. Responses to inquiries will also be by Addendum. Any Addendum will be posted on the Lisbon Board of Education's website (<https://www.lisbonschool.org>) on or before **December 22, 2023**. 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.
19. 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, deem to be in the Board's best interest.
20. 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 and the Town of Lisbon 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.
21. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
22. Bids shall be mailed or delivered (no facsimile or email bids will be accepted) to:

Sally Keating
Superintendent
15 Newent Road
Lisbon, CT 06351

BID REQUIREMENTS

1. The Bid shall be submitted, at a minimum, with all of the information described in these Bid Requirements, including the Appendices and Schedules attached hereto. By submitting a Bid, each Bidder hereby agrees to provide the Required Equipment described in Schedule 1 and to execute a final contract with the Board in the Form of Contract attached hereto in Schedule 2.
2. All Bid Prices quoted by Bidders shall be firm prices for a period of ninety (90) days from bid opening. If awarded the Contract, the Bid Price shall be firm prior to the execution of the Contract and then during the Term of the Contract.
3. No right shall accrue to any Bidder submitting a Bid until execution of the Contract by a duly authorized officer of the Board.
4. All Bidders shall read and execute the Affirmative Action Memorandum, in the form of Appendix A, attached hereto and made a part hereof.
5. Each Bidder shall fill out the "Bid Form" in the form of Appendix B.
6. All Bidders shall read and fill out 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.
7. Each Bidder shall provide a list of school districts for which the Bidder currently provides transportation services pursuant to a signed, written transportation contract.
8. Each 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, in the form attached as Appendix D, attached hereto and made a part hereof.
9. All Bidders shall show evidence to the Board/Lisbon Central School ("LCS") Administration of satisfactory financial and moral responsibility to perform the Contract throughout the Term of the Contract. 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 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".

10. Each Bidder shall demonstrate ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the annual price under the Contract. If the Bidder has ever been denied a performance bond, detailed information about the situation and its resolution shall be included.
11. 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.
12. 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.
13. 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.
14. Each Bidder shall provide to the Board/District Administration 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 a contract. Each Bidder shall also provide the information regarding how long the organization has been engaged in school/special education transportation services.
15. 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.
16. All vehicles used hereunder must be stored, registered and taxed in the Town of Lisbon. The Parties agree that all vehicles used hereunder shall be stored at The Meadows. There shall be no charge to the Contractor for use of the Meadows for parking vehicles used to perform services in accordance with this Agreement.
17. Each Bidder shall provide a description of the Bidder's policies and protocols regarding employee health screening.
18. 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.

19. Each Bidder shall provide proof of a computer program designed for the Lisbon transportation grid to be used by the Contractor during the Term of the Contract. The Board reserves the right to use its own software.
20. The transportation services requested in these Bid Documents 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”, including the Equipment Requirements set forth in the Equipment Requirements in Schedule 1 and the additional requirements set forth in Schedule 2.
21. Each Bidder is required to familiarize themselves with all requirements, locations, travel distances and traffic conditions prior to submitting a Bid.
22. No contract may 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.
23. 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.
24. It will be assumed that all terms of this Invitation to Bid, including the Equipment Requirements described in Schedule 1 and the contractual terms contained in the Form of Contract in Schedule 2, 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 Equipment Requirements described in Schedule 1, and/or the contractual terms contained in the Form of Contract in Schedule 2. Details of any such exceptions or modifications shall be submitted separately and attached to the Bidder’s Bid.
25. 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.
26. Neither the Board, nor the Town of Lisbon, shall be liable for any costs incurred by a Bidder or potential Bidder prior to the issuance of a Contract.
27. 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.
28. 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 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 is not properly experienced, qualified or responsible to perform any**

obligation of the proposed Contract or has not provided a responsive Bid, the Board reserves the right to reject its Bid.

AWARD

1. The Board will endeavor to make an award within sixty (60) days after the date of the Bid opening, and all Bid Prices quoted by Bidders shall be firm during a 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 provided written notice to the Board that its Bid has been withdrawn. If awarded the Contract, the Bid Price shall be firm prior to the execution of the Contract and then during the Term of the Contract.
2. The Board has the right, but not the obligation, to interview one or more Bidders after the Bids are opened. The Board will evaluate every written Bid submitted and reserves the right to be the sole judge of which Bid(s) best meets the needs of the Board. Prior to the award of the Contract and during the course of the Contract, 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. The District values quality, responsive student transportation services on a cost-efficient basis.
3. During the course of the Contract, 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, and service in the student transportation field, 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

LISBON BOARD OF EDUCATION
NON-DISCRIMINATION STATEMENT

Lisbon 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 of race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), veteran status or gender identity or expression in the hiring, upgrading, demotions, recruitment, termination and selections for training.

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 bid documents 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 bid documents for the following sums of money:

	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2029
Daily Buses					
Type I - per day, per vehicle	\$	\$	\$	\$	\$
% increase					
Type II – Wheelchair Lift – per day, per vehicle	\$	\$	\$	\$	\$
% increase					
Type II – Regular – per day, per vehicle	\$	\$	\$	\$	\$
% increase					
Vans – per day, per vehicle	\$	\$	\$	\$	\$
% increase					
Athletic / Field Trips / Special Trips – per hour rate	\$ *	\$ *	\$ *	\$ *	\$ *
% increase					
Aides/Monitors – per hour rate	\$ *	\$ *	\$ *	\$ *	\$ *
% increase					

*Two hour minimum, except for late buses, which are subject to a 1.5 hour minimum

(continued on next page)

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, on each day such vehicle is used to

Signed: _____

Bidder's Name

By: _____
Name

Street

City/State Zip

Date

APPENDIX C
REFERENCE SHEET

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 New London County.

SCHEDULE 1

Equipment Requirements

* Any variation from the below equipment requirements must be indicated in the bidder's proposal

VEHICLES

All Vehicles shall be no more than eight (8) years old as of August 15, 2024 and the average age of the entire fleet of Vehicles shall be no more than five (5) years old at any time during the Term. During the term of the contract the chosen contractor shall use Vehicles of that age or newer.

GPS

All Type I and Type II vehicles used by the chosen contractor to provide transportation services shall be equipped with a global positioning system ("GPS"). The GPS system shall be subject to approval by the Board.

CAMERAS

All Type I and Type II vehicles used in the performance of the contract must be equipped with three (3) video cameras on the inside of the Vehicle to monitor passenger behavior and related activities at all times. The chosen contractor shall ensure that video cameras with audio capture feature are operational on each vehicle used by the chosen contractor to provide transportation services. The 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 chosen contractor shall implement a camera maintenance program to ensure that cameras are operational and functioning properly, including video and audio recording, at all times.

OTHER REQUIREMENTS

1. All 71-72 Passenger Transit Style buses will be diesel powered with a front-engine or the approved equivalent with an acceptable provision for cold weather starting.
2. All vehicles will be equipped with automatic transmissions and power steering.
3. At least two emergency "push out" windows on each side of bus.
4. Two Way Radio - To be installed in all vehicles including spares.
5. Base station radio frequency separate from the Town of Lisbon will be required. The base station frequency shall be a frequency which can and may be A monitored by the LCS Administration. The contractor shall obtain all

necessary licenses. The contractor shall provide FCC license number and frequency.

6. All vehicles while transporting children under the terms of the contract shall have prominent identification thereon-indicating "Lisbon Public Schools."
7. Side emergency door: Single-point bar lock with recessed outside handle.
8. Laminated glass
9. Roof Emergency Hatch/Vent
10. Center Mounted Fuel Tanks
11. Child Check Mate System (or equivalent)
12. Automatic Chain Dropping System
13. Air Brake Equipped with Air Dryers and Automatic Slack Adjuster
14. White Roof
15. All car seats, harnesses, seatbelts, etc. required are to be provided by the contractor

SCHEDULE 2

FORM OF CONTRACT

[See Attached Form of Transportation Contract]

SCHEDULE 3

LIST OF CURRENT SCHOOLS/BELL SCHEDULE

LISBON BOARD OF EDUCATION
SCHOOL BELL TIMES FOR 2023-2024

School	AM Bell	PM Bell	Delayed Start AM Bell	Early Dismissal PM Bell
Lisbon Central School	8:15 am	3:10 pm	10:15 am	1:00 pm