

Attachment A
Request for Proposal:
Regional Student Transportation

REQUEST FOR PROPOSAL

Regional Student Transportation

INVITATION TO BID

Critical Request for Proposal Dates:

January 26, 2009
February 4, 2009
February 13, 2009

RFP Published to LEARN Website
Mandatory Bid Date
Proposal Due Date 2:30 PM (NOON) EST

LEARN is soliciting bids for **Regional Student Transportation** services for multiple school districts in southeastern Connecticut for a five year contract beginning July 1, 2009.

- OPTION I Regional Student Transportation
- OPTION II Regional Student In-District Transportation only
- OPTION III Out-of-District Transportation for SPED, tech schools
(See Appendix B, Bid Sheet)

Submission Requirements

One (1) original and five (5) copies of the proposal will be due on February 13. Sealed bids must be received by LEARN no later than **2:30 PM on Friday, February 13, 2009**. Bids shall be opened and publicly read at that time. *Facsimile or email bid responses will not be accepted.* Bids are to be sent to:

LEARN
Dr. Virginia Seccombe
44 Hatchetts Hill
Old Lyme, CT 06371
(860) 434-4800 x 171

Specifications and other information can be obtained at the above address between 8:30 am and 4:30pm, Monday through Friday or via www.learn.k12.ct.us.

Pre-Proposal Conference

Mandatory Pre-Proposal Conference will be
February 4, 2009
1:00-2:00pm
LEARN
44 Hatchetts Hill
Old Lyme, CT 06371

Bids must be plainly marked in the lower left hand corner with REGIONAL STUDENT TRANSPORTATION BID.

After the opening of bids, no bid can be withdrawn for a period of ninety (90) days.

LEARN reserves the right to waive technical defects in bids; to reject any or all bids in whole or part and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of LEARN and the districts it serves.

The Board does not discriminate on the basis of sex, race, religion or national origin.

INSTRUCTIONS TO BIDDERS

The attached proposal is signed by the bidder with full knowledge of an agreement with the general specifications, conditions and requirements of this bid.

Submit proposal in an envelope marked with the bidder's name and address on the upper left hand corner.

Bids are to be plainly marked Regional Student Transportation Bid in the lower left hand corner.

Bids received later than the date and time specified shall not be considered.

Amendments to or withdrawals of bids received later than the date and time set for bid opening shall not be considered.

Services shall comply with all applicable laws, rules, regulations and policies of the federal government and/or the State of Connecticut and LEARN's transportation policies.

Purchases made by LEARN are exempt from the payment of federal excise taxes and the State of Connecticut sales tax and such taxes must not be included in the bid prices.

LEARN reserves the right to waive technical defects in bids; to reject any or all bids in whole or part and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of LEARN and the districts it serves.

LEARN may make such investigation as deemed necessary to determine the ability of the bidder to discharge its contract if awarded. The bidder shall furnish the Board with all such information and data as may be required for the purpose.

The Executive Director reserves the right to reject any bid if the bidder fails to satisfactorily convince LEARN that it is properly qualified by experience and/or does not have the facilities

to carry out the work called for herein. Conditional bids will not be accepted.

ROUTE INSPECTIONS ARE REQUIRED. ALL EXISTING CONDITIONS ARE THE RESPONSIBILITY OF THE BIDDER.

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 bid specifications. Copies of insurance certificates shall be required at the beginning of each school year. **A CERTIFICATE OF INSURANCE POLICIES MUST ALSO BE INCLUDED IN THE BID PACKAGE.**

The bidder is required to complete the **CONTRACTOR AFFIRMATIVE ACTION STATEMENT**, appendix A, with their bid proposal package. The successful bidder shall comply in all respects with the Equal Employment Opportunity Act.

The contractor shall complete, sign, and return the **BID SHEET**, Appendix B.

The contractor shall complete and return the **REFERENCE SHEET**, Appendix C.

The contractor shall complete, sign, have notarized, and return the **NON-COLLUSION STATEMENT**, Appendix D.

APPENDIX A

LEARN
44 Hatchetts Hill
Old Lyme, CT 06371

LEARN 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 your bid considered, you are required to complete and return the following Statement of Policy with the bid package.

It is the contractor's responsibility to ensure compliance with this policy during the contract period.

STATEMENT OF POLICY

It is the employment policy of LEARN that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotion, 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
BID SHEET
Regular/Special Education School Transportation

	Type I Bus	Type II Bus	W/C Van	SPED/ Out of District	Regional/Tech Schools
Current year/2008-2009	_____	_____	_____	_____	_____
Year 1/2009-2010	_____	_____	_____	_____	_____
Year 2/2010-2011	_____	_____	_____	_____	_____
Year 3/2011-2012	_____	_____	_____	_____	_____
Year 4/2012-2013	_____	_____	_____	_____	_____
Year 5/2013-2014	_____	_____	_____	_____	_____

Extracurricular (sports, field trips, late runs, etc.) Transportation

	Per mile	Per hr wait	Minimum	SPED/ Out of District	Regional/Tech Schools
Current year/2008-2009	_____	_____	_____	_____	_____
Year 1/2009-2010	_____	_____	_____	_____	_____
Year 2/2010-2011	_____	_____	_____	_____	_____
Year 3/2011-2012	_____	_____	_____	_____	_____
Year 4/2012-2013	_____	_____	_____	_____	_____
Year 5/2013-2014	_____	_____	_____	_____	_____

Date

Signed

(Name/Title of Company Officer)

Telephone

Street Address

City/State

APPENDIX C
REFERENCE SHEET

Company submitting bid: _____

List at least 3 Connecticut School Districts with which you currently or have had (within the past 2 years) a student transportation contract.

APPENDIX D
NON-COLLUSION STATEMENT

The undersigned hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, 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 proposal or in the services to which it relates, or in any portion of the profits therefrom.

Company Name

Signed: _____

By: _____
Name

Title

Street

City/State Zip

Date

STATE OF CONNECTICUT:

COUNTY OF:

Subscribed and Sworn to before me on this _____ day of _____, 200__.

Notary Public

Bid Requirements for Transportation Services

Section I - General Provisions

- A. LEARN and the districts we serve have high expectations for student transportation services. The highest priority of the contractor and its drivers is the safety of the individuals being transported. Below is a list of the criteria LEARN expects the contractor to meet in fulfilling this agreement:
- a. To get the school aged children of the community to school safely and on time;
 - b. To provide highly skilled and courteous drivers;
 - c. To work continuously to maintain and improve an enviable safety record;
 - d. To keep vehicles in excellent mechanical condition;
 - e. To work with the school administration to improve service but not necessarily increase cost;
 - f. To understand the relationship between the quality of service and it's interdependency with parent relations;
 - g. To at all time, work in an effective and professional manner;
 - h. To work with the school administration to maintain the best possible parent/community relations.
- B. LEARN and the contractor agree that the contractor shall be the agent to furnish regular, vocational, technical and agricultural, field trip (in-town and out-of-town), athletic and in-town special education services for District's students and other authorized persons designated by LEARN. The agreement period shall be for (5) five years, beginning July 1, 2009 through June 30, 2014. LEARN reserves the right to utilize its own or leased vehicles, or engage another contractor for any field, athletic trip or for out-of-district special education transportation needs which occur during the course of this contract.
- C. LEARN agrees to pay the contractor for requested services in transporting students on morning, mid-day, and afternoon routes according to the agreed upon fee schedule in Appendix B.
- D. The cost of vehicles used for mid-day pre-kindergarten routes, said vehicles will also be used for morning and afternoon routes, are averaged into the agreed upon total per unit, per day cost in Appendix B. It is anticipated that basic transportation for public schools shall be for 182 days per year and for other schools 180 days per year. These requirements are subject to change.
- E. The contractor shall provide transportation services for extracurricular activities (sporting events, field trips, etc.) approved by districts or its agents in accordance with the agreed upon fee schedule in Appendix B.
- F. Field trips within the boundaries of each district will be billed at the agreed upon per hour wait rates in Appendix B. There will be no minimum or per mile charge.

- G. Late buses run will be billed at the agreed upon per hour wait rates on Appendix B. There will be no minimum or per mile charge.
- H. LEARN reserves the right during the contract to change, alter, or amend its policies and regulations, in order that said policies may more accurately reflect circumstances which have made the policy changes necessary. At all times, the contractor shall be provided thirty (30) days written notice of any change and shall have the right to negotiated any rate increase related to any changes in policies and regulations.
- I. It is the contractor's primary responsibility to ensure that the contract and all of its terms and conditions are enforced in full.

Section II - Drivers

- A. The contractor agrees to provide properly trained and licensed drivers. All drivers shall meet all requirements of the State of Connecticut, the Department of Motor Vehicles, and any other federal, state, or local agency and shall: (1) be careful, courteous, and of good health and character; (2) have successfully passed physical standards as set forth by the State of Connecticut; and, (3) be familiar with federal, state, and local laws and regulations relating to the operation and control of school vehicles.
- B. The contractor shall perform on all drivers prior to service, a criminal records check and any drug and alcohol testing required by state or federal law, which checks and testing shall be at the contractor's expense. No driver with a felony record in any jurisdiction shall be allowed to drive any vehicle in the performance this contract. LEARN reserves the right to review all background, motor vehicle and/or criminal record checks obtained for any of the contractor's drivers utilized in the course of the agreement.
- C. Prior to the effective date of each driver's service, the contractor shall furnish to LEARN personal data of each driver including: driver's name, date of service, and operator's license number.
- D. The contractor shall also provide LEARN with a master list of all drivers incorporating the above personal data prior to the first day of school in each contract year and shall grant access to driver qualification files as requested. LEARN will immediately be notified of any driver changes.
- E. Each vehicle shall be operated by a person satisfactory to LEARN, and LEARN reserves the right to require the immediate replacement of any driver who, in LEARN's judgement, is not fitted by temperament, personality, or other reasons to operate a bus or vehicle transporting school children.

- F. If LEARN mandates the replacement, removal, and/or re-training of any driver that LEARN feels to have demonstrated unsatisfactory character, appearance, and/or performance, the contractor shall comply or be found in breach of the agreement.
- G. The contractor further agrees to give first priority for drivers' positions to residents located in the school districts that LEARN serves and to train and instruct candidates as may be selected, without cost to LEARN.
- H. The contractor is responsible for maintaining the records and documentation of all employment practices pertaining to the drivers driving in the District(s) including but not limited to: recruitment, hiring, promotions, discipline, training, and termination.
- I. The contractor is responsible for creating, conducting, managing, enforcing and documenting a formal driver training program for all of the drivers driving in the District(s).
- J. The contractor is responsible to ensure its drivers adhere to the highest degree of courtesy and professionalism and that proper attire is to be worn by its drivers at all times. All drivers will wear photo IDs.
- K. All drivers shall be trained prior to start of their service in accordance with state and federal laws and regulations. The contractor agrees to provide one safety and emergency evacuation drills and trainings annually with attendance compulsory for all drivers. The contractor further agrees to make a school bus available at each school when requested by school principals to conduct student seminars. Upon the request of LEARN, all drivers shall be given in-service training as necessary to acquaint them with the specific needs of special education children being transported and to equip them to meet those needs.
- L. The contractor is responsible for having on call a sufficient number of standby drivers in order to fully staff all vehicles in the case where regularly assigned drivers may be unavailable.
- M. Drivers are employees of the contractor which is responsible for its labor agreements with them.

Section III - Vehicles/Equipment/Facilities

- A. The contractor agrees upon the beginning of this agreement to meet the needs of the determined districts by furnishing districts with Type I diesel buses, Type II buses/vans and wheelchair vans completely equipped to conform to the laws of the State of Connecticut and the United States governing the operation of school vehicles for the transportation of school children. All vehicles shall be no more than five years old as of July 1, 2009. More or fewer vehicles may be required as enrollments change during any given year of the agreement. The contractor agrees to have on hand sufficient vehicles to perform this agreement. All vehicles used shall be subject to the approval

of LEARN which approval shall not be unreasonably withheld. Signage for all buses will comply with state and local requirements with the potential to put a specific name on the bus. The vehicles and all other signage, signals, and safety equipment will conform to the laws of the State of Connecticut. Buses and vans shall be garaged, registered, and taxed in the town applicable district, State of Connecticut, at a location established by LEARN. During school hours, on school days, the contractor may not use the vehicles required for the performance of this contract for any other purpose other than the requirements of this contract. The contractor, at its own expense, shall clean and maintain the area where school vehicles are garaged. Such maintenance shall include repairing the fence around such area. It is the responsibility of the contractor to obtain all necessary permits from the Town in order to put in place its own office facility and to remove that facility upon contract termination.

- B. Each year of the Agreement, prior to the first day of school, the contractor shall provide LEARN with a complete list of the vehicles that serve the District(s). The list shall include: the bus number, registration number, the trips the vehicle covers, the model year of the vehicle, mileage, and a copy of the most recent State of Connecticut inspection form for that vehicle. All vehicles are to be garaged, registered and taxed in the town of applicable district. If a vehicle is added, deleted, or substituted during the year, the contractor shall provide the above information to LEARN.
- C. All equipment provided by the contractor shall be maintained in a condition of cleanliness, good mechanical order and safety, meeting the reasonable requirements of LEARN, and in a condition which shall meet all requirements of the State of Connecticut and the Department of Motor Vehicles and all federal, state, and local agencies. Any bus or vehicle which LEARN required to be equipped with special devices, including car seats, shall meet or exceed the minimum requirements established by the Department of Motor vehicles or any other federal or state agency.
- D. The contractor is responsible for conducting a regular inspection and maintenance program at intervals not to exceed 3,000 miles for all vehicles covered under the agreement and to maintain all records of inspections and maintenance.
- E. LEARN reserves the right to review all inspection and maintenance records at any time.
- F. LEARN reserves the right by its members or its duly authorized agents to inspect any and all vehicles and their operations by riding as a passenger or by any other reasonable means. The Superintendent of Schools shall be provided a key to the secured area where vehicles are garaged.
- G. LEARN reserves the right to mandate the replacement, removal, and/or maintenance of any vehicle covered under the agreement if it feels it to be unsafe, hazardous, and/or defective.
- H. The contractor is responsible for any and all maintenance, service, and/or repair costs

needed to any vehicle covered under the agreement.

- I. The contractor agrees that in the event a vehicle covered under the agreement is not available for use, the contractor will be responsible, at its own expense, to provide replacement vehicles meeting the same standards as the vehicle not available.
- J. The contractor agrees to furnish additional vehicles or to delete vehicles if LEARN determines the need for such action. The cost of each additional vehicle will be in accordance with the negotiated rates for the type of vehicle added.
- K. The contractor agrees that all vehicles covered under the agreement will have sealed odometers.
- L. The contractor agrees to have available to LEARN at all times a replacement vehicle for substitute and emergency use.
- M. All vehicles will be configured with the ability to shut off their engines and still operate their flashing lights when picking up and discharging passengers and waiting at the schools.
- N. Seatbelt installation will be in accordance with the State of Connecticut laws and regulations.
- O. All vehicles will be equipped with two way radios and/or two-way communication in good working order at all times. LEARN and its authorized personnel shall have access to tapes/data from the recorders without charge.
- P. All vehicles are required to have child check systems in place and in working order.
- Q. All vehicles will be equipped with two way radios. Fifty percent of all vehicles will be equipped with camera/recorders in good working order and will have signs posted "Video Surveillance in Use". LEARN and its authorized personnel shall have access to tapes/data from the recorders without charge.
- R. The contractor agrees to operate, maintain, and repair at its own expense, all school buses and vans utilized during the term of this agreement. The contractor also agrees to pay registration and license fees, personal property taxes, insurance, and the salaries and benefits of vehicle drivers.
- S. The contractor agrees to furnish, no later than November 1st of each year of the contract, a summary listing by vehicle, indicating the total mileage run and pupils carried daily, with a further breakdown indicating miles run, pupils carried per route to each school and other points of destination, and fuel consumption.

Section IV - Routes/Schedules

- A. The Contractor shall transport only those pupils and individuals who are designated by LEARN.**
- B. On or before August 1st of each year of the contract, the contractor shall furnish the LEARN for its approval, modifications or authorization, a schedule for the operation of the vehicles over each route as proposed. The schedule will show the time each vehicle trip is to start, the locations along the route where pupils will be received or discharged, and the time each vehicle will arrive at school. LEARN reserves the right to shorten or lengthen a route at any time. LEARN shall provide the Contractor with general route descriptions and information relating to the number of pupils residing along the routes. The Contractor recognizes that certain students are required to walk to and from school under district's transportation policy, which is subject to change.**
- C. The approved schedule must be followed as specified. No change in route shall be made by the contractor unless such change is made at the request of, or with the prior permission of LEARN or its authorized representative.**
- D. Under no circumstances shall any authorized passenger be picked up or dropped off at any location or time not specified in the route schedule without the prior authorization of LEARN and the districts it serves.**
- E. The contractor agrees to furnish vehicles for each school day as the Superintendent or Schools may direct. Decisions regarding late openings or early dismissals will be made by the Superintendents of Schools or LEARN in conjunction with the contractor's on-site supervisor and local officials. On days when schools will be opened later or closed earlier, the contractor shall have the personnel and equipment necessary to transport the students on such occasions.**
- F. In the event of inclement weather or unusual highway conditions, alternate routes may be used at the discretion of the contractor without formal approval of the LEARN. Such alternate routes shall be used only so long as the emergency or unusual conditions exist, and it is understood that no additional compensation will be made for additional distance traveled or time spent. If an alternate route is used, the driver shall immediately inform the coordinator by radio of the change, and the coordinator shall immediately inform the Superintendents of Schools and LEARN representative.**
- G. The parties agree that: (a) no pupil may arrive at school earlier than thirty (30) minutes before the time shown on the route schedule; (b) no pupil may be required to board any vehicle more than sixty (60) minutes before the arrival time as specified for school attended unless otherwise addressed under SPED transportation; and, (c) no pupil may be required to wait more than thirty (30) minutes after the specified dismissal time before boarding his/her vehicle. A \$1,000 late fee will be assessed per occurrence per day unless extenuating circumstances such as inclement weather, traffic patterns, or an emergency situation.**

Section V - Operations

- A. The contractor and its operators shall be required to comply with the laws of the United States and the State of Connecticut and with all regulations and requirements of the State Department of Motor Vehicles and Public Utilities Commission, the procedures and policies of the Board, and the laws and regulations of any other federal, state, or local agency, whether said laws, regulations or policies are presently in force, or enacted subsequent to the date of this agreement.**
- B. The contractor is responsible for maintaining Standard Operating Procedures for its drivers.**
- C. Vehicles operated under this agreement are prohibited from carrying more passengers than can safely sit in the vehicle. Standees are not permitted at any time.**
- D. Drivers are required inspect each bus at the end of each run (morning, mid-day, afternoon, late bus, field trip, athletic contest) to ensure no students are left on the bus. Leaving a child on a bus is grounds for the Board to require the immediate termination of the driver.**
- E. Drivers are prohibited from engaging in any activity that potentially or actually puts his/her passengers in danger.**
- F. In the event of an accident or other emergency, drivers are to immediately contact their supervisor and/or emergency personnel using 911 if appropriate and available.**
- G. Any accident involving vehicles or passengers shall be reported to the office of the Superintendent of Schools as soon as possible and not later than twenty-four (24) hours from the time of said accident. A detailed written report must be submitted to the Board as soon as possible and not later than five (5) weekdays after the date of such accidents.**
- H. LEARN delegates to the contractor the necessary authority to supervise and to control the students on the buses and vans operated pursuant to such rules as are adopted by the Board. Such authorization shall not, however, include the right to administer corporal punishment, nor the right to eject any student in-route or otherwise.**
- I. The contractor shall be fully responsible for the supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student makes contact with the school bus or van and shall be deemed to have ended when the student has completely alighted from the bus or van at a reasonable, safe place, including crossing the street (if allowed in the route description), in view of the circumstances prevailing.**
- J. Drivers shall report promptly to the school principals the name of any pupil whose conduct is such as to endanger the driver or other riders or the operation of the vehicle.**

Upon receiving such information, the superintendent agrees to respond in the appropriate manner up to and including prohibiting the student from riding the bus. If the student is allowed to remain on the bus, after the superintendent has been notified of the student's poor behavior propensity, and the student's behavior subsequently causes liability or results in a claim against the contractor and/or the district, LEARN agrees that it is not entitled to any hold harmless/indemnification protection from the contractor.

- K. The contractor or its appointed representative shall be qualified to have general and overall supervision of the vehicles operated under the contract. The contractor or its appointed representative must be available to the representative of the district at all times during the school hours of each school day during the school year and during all hours when pupils are being transported by the contractor. The contractor shall maintain a regional office, which office shall be staffed and equipped so as to effectively handle communications, correspondence, dispatching, complaints, and other problems normally related to pupil transportation. The contractor shall install, at its own expense, in the contractor's office and in each vehicle a two-way radio to enable communication between said office and drivers. The contractor shall install, at its own expense, a device in the office of the Superintendent of Schools to enable the Superintendent to monitor communications.
- L. Complaints arising from the operations under the agreement will be first addressed by the contractor. Complaints not satisfactorily resolved by the contractor will be referred to the Superintendent of Schools for action. Documentation involving complaints will be maintained by the contractor for a period of not less than one year from the time of resolution of the complaint.
- M. The contractor agrees to make available vehicles to be used by the schools to conduct bus evacuation drills.
- N. In the event of an emergency requiring evacuation of one or more of the District's schools, the contractor shall have enough resources on hand to provide orderly and safe transportation to a location determined by the Superintendent of Schools.
- O. LEARN reserves the right to place transportation aides in any vehicle to accompany and to attend to the needs of any student designated by the Superintendent of Schools or the Director of Special Education as a special education student. The cost of the aide will be the responsibility of the individual school district.
- P. LEARN shall have the right to provide input into the selection of a full time transportation coordinator who shall run the contractor's operations. Once approved, this coordinator shall be an employee of the contractor and shall be subject to its supervision and direction. The cost of the coordinator's salary, benefits and other expenses associated with his or her employment shall be established and paid by the contractor as part of the contract price. The coordinator shall not be allowed to drive temporarily or permanently any vehicle or bus used in the performance of this

agreement except in unusual circumstances and only then with notification provided to the Superintendent of Schools. LEARN reserves the right to require the contractor to remove the coordinator from working and to obtain a replacement.

Section VI - Insurance

- A. Upon execution of the agreement, and prior to August 1st of each year, the contractor shall file with LEARN, certificates of insurance issued by an insurance company authorized to do business in the State of Connecticut, showing insurance coverage as follows and covering the legal liability of the contractor and the Board and its agents and employees. Thirty days prior notice is required to be given to LEARN if it is anticipated that insurance will be reduced or cancelled.

Commercial General Liability in the amount of \$10,000,000;

Automobile Liability Insurance in the amount of \$10,000,000 combined single limit, arising out of the use and operation of said vehicles under the Agreement.

Comprehensive Collision, Fire and Theft with actual cash value with a \$1,000 deductible clause; and,

Medical payments insurance plan in the sum of \$5,000 on each occupant using said vehicles.

Workers' Compensation in accordance with the statutory requirements of the State of Connecticut.

- B. The insurance coverage carried shall never be less than that which may from time to time be required by the State of Connecticut and shall cover the entire period of the contract.
- C. The contractor will, at all times, hold harmless, defend, and indemnify, LEARN and the districts it serves, and their respective officials, officers, employees and agents from and against any and all liability, damages, loss claims, accidents, costs, expenses, including attorney's fees, arising out of the contractor's operations, activities, negligence, breach of contract or omissions, or those of its employees, agents or personnel in furnishing the services provided herein.
- D. The contractor shall maintain in force during the full term of this contract policies commercial general liability, auto liability, workers' compensation and employers liability. The policies shall name LEARN and the districts it serves, and all of their respective employees as additional insureds. The contractor shall provide LEARN with a copy of its Certificate of Insurance and a copy of its insurance policy as well as the endorsement naming the additional insured's. The contractor's insurance coverage will be primary in the event of any damage and/or loss.

- E. The contractor's insurance carrier will waive all rights of subrogation against LEARN and the districts it serves and all of their respective officers, employees, agents, and volunteers.**
- F. LEARN reserves the right to review, investigate and/or inquire into the contractor's insurance policy. The contractor will assist LEARN in obtaining such information if necessary.**
- G. The contractor shall procure and maintain in force a performance bond from an insurance company licensed to do business in the State of Connecticut for the benefit of LEARN and the districts it serves, conditioned upon the faithful performance of the terms of this contract in an amount equal to one-hundred percent (100%) of the contract amount as estimated each year of the contract. The bond may be furnished for one (1) year periods commencing August 30th and ending August 29th of each year but each such one (1) year bond shall be furnished and delivered to LEARN by June 1st of each year preceding the August commencement date of each such bond. The contractor will be notified by April 1st of each contract year of the succeeding year's estimated cost for bond limit purposes.**

Section VII - Independent Contractor

- A. The contractor shall be an independent contractor. Neither the contractor nor its employees shall be held or deemed in any way to be the agent or employee of LEARN.

Section VIII - Payments

- A. LEARN agrees to make payments to the contractor within thirty (30) days after receipt of an invoice for services provided in the prior month.
- B. The parties agree that no other payments shall be made to the contractor who shall furnish all of the vehicles, drivers, 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 mileage for all vehicles is included in the contract price.
- C. LEARN may withhold payments for services when LEARN determines, in its sole discretion, that such services do not meet the requirements of the contract. Payments for such services shall not be made until the contractor has made corrections which are acceptable to LEARN.
- D. If at any time the contractor does not provide the required number of buses or drivers necessary under the contract, LEARN may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the LEARN'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.
- E. If the contractor does not supply the necessary spare vehicle(s) to operate the transportation program within the thirty (30) minute reporting requirement, LEARN shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus a \$50.00.
- F. The contract envisions a quality, responsive transportation program that minimizes LEARN's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement LEARN and/or the districts it serves, LEARN reserves the right to officially notify the contractor of such problems. Should similar operating problems reoccur within thirty (30) days, LEARN reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- G. If at any time the contractor uses a driver in the performance of the contract who has not been approved by LEARN and/or does not meet the requirements of the State of Connecticut, the contractor is liable for deductions of \$150.00 per day from the

monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.

- H. In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, LEARN shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the contractor. There will be no payment to contractor for days no service is provided, and contractor is responsible for financial liability LEARN.
- I. All Type II and Type II wheelchair vehicles are required to have air conditioning to meet the needs of students with disabilities. A \$100 per day per bus penalty may be assessed for any bus that is in use on a run where the air conditioning is required and where the air conditioning is not operable.
- J. A reliable transportation system is important to meet the education requirements of the students and LEARN. To this end, students must be picked up in the morning in a timely and consistent manner, and students must be delivered home in the afternoon in an efficient manner. If a bus is more than fifteen (15) minutes late in the morning or afternoon, LEARN reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the contractor cause the late pick-up (weather, traffic, etc.) the penalty will not be assessed.

Section IX

DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the contract, the contractor, in the sole discretion of LEARN: (a) has failed to provide the level of services required under the contract; (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 contract other than as provided herein; (i) fails to provide the insurance required under the Contract; (j) fails to provide the Performance Bond required under the Contract; or (k), fails to comply with any other term or condition contained in the Contract, LEARN shall have the right to terminate the Contract upon written notice to the Contractor.
- B. The above remedies are in addition to any other remedies LEARN may have.
- C. In the event of contract termination by LEARN, the district's payment obligation shall cease as of the final date on which transportation services in accordance with the contract are last performed by the contractor.

- D. Upon termination of the contract pursuant to this article, the contractor (and its surety) will be responsible for all of LEARN's expenses, losses and damages incurred in replacing contractor for the remainder of the term of the contract.
- E. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the contractor will be responsible for indemnifying LEARN for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original contract, irrespective of the performance bond.

Section IX

MISCELLANEOUS PROVISIONS

- A. No part of the Contract shall be assigned or subcontracted without the prior written approval of LEARN.
- B. The bid documents, including the Invitation to Bid, Instructions to Bidders, Bid Requirements and all appendices executed by contractor will be specifically incorporated into the Contract.
- C. If any provision of the contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from the contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- D. The contract and all exhibits attached to the contract constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- E. The contract 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.
- F. No failure by LEARN to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.