

**SPECIFICATIONS AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION**



**E.O. SMITH BOARD OF EDUCATION
MANSFIELD, CT**

**Issue Date: December 22, 2015
Response Date: February 4, 2016**

**E.O. SMITH BOARD OF EDUCATION
SPECIFICATIONS AND PROPOSAL FORMS FOR
PUBLIC STUDENT TRANSPORTATION**

Proposals to be opened:

AT: 2:00 PM
DATE: February 4, 2016
PLACE: E.O. Smith High School
Finance Department
4 S. Eagleville Road
Mansfield, CT 06268

Information for Proposers

Legal Name of Company / Proposer:

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email: _____

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity:

Corporate Seal

Name of individual legally authorized to bind the Proposer to a contract
(Please print or type):

Signature of same individual stipulated directly above:

Date: _____

E.O. Smith Board of Education
1235 Storrs Road
Storrs, CT 06268

NOTICE TO PROPOSERS

The E.O. Smith Board of Education (also referred to as Region 19 or the District) hereby invites the submission of sealed proposals from qualified bus transportation companies for furnishing student transportation services for the E.O. Smith High School District beginning July 1, 2016. Forms for proposals, certification, conditions, specifications, and any addenda may be obtained at the E.O. Smith High School's Finance Department.

Any deviations from these conditions or specifications must be listed on a separate sheet attached to the Proposer's detailed conditions and specifications and referred to separately in the Proposals. In all cases not indicated by the Proposer as a deviation, it is understood that the conditions and specifications of the E.O. Smith High School shall apply. Proposals will be received until 2:00 PM on February 4, 2016 at the E.O. Smith High School's Finance Department, 4 S. Eagleville Road, Mansfield, CT 06268, at which time and place all Proposals will be publicly opened. Interested Proposers are required to attend a mandatory pre-proposal conference that will be held on Tuesday, January 5, 2016 at 2:00 PM at the E.O. Smith High School Superintendent's Conference Room, 1235 Storrs Road, Storrs, CT. Additional questions may be submitted to the District's Finance Director at trahanca@mansfieldct.org until January 28, 2016 2:00 PM. Answers to all questions will be provided and posted on the District's website in an addendum to the Request for Proposal.

Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the District that the Proposal has been withdrawn.

The District reserve 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 Proposer, in considering Proposals and awarding the contract. The District reserves the right to waive technical defects in proposals, to reject any or all proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a proposal or part of a proposal, that in its judgment will be in the best interest of the District even if such proposal is not the low cost proposal. The District reserves the right to reject any or all Proposals, to discuss the scope of services with one or more Proposers, and to make such modifications as are necessary based on such discussions as the Board of Education deems to be in its best interest.

The contract period will be for a five (5) year term, beginning July 1, 2016. The District is requesting Proposals for the provision of regular home to school public student transportation services, including extra-curricular.

Proposers are advised that the drivers of the current contractor may be represented for purposes of collective bargaining by the Teamsters Local 671. Proposers should understand that actions taken by Proposer and/or circumstances surrounding Award of this contract to the successful Proposer may under certain circumstances impose upon such successful Proposer Federal Labor Law successor obligations to recognize and /or bargain with and/or assume the existing Collective Bargaining Agreement with the Teamsters Local 671. Accordingly, Proposers are strongly urged to consult with their own legal counsel as to the nature and extent of any such obligation and the impact of any such obligations upon their Proposal.

Proposer shall be required to furnish, at its own expense, a Proposal bond or certified check in the amount of ten percent (10%) of the Proposer's proposed price for the first year of the contract. A performance bond in the amount of one hundred percent (100%) of the annual contract cost is being requested as an alternate. However, proof of the ability to obtain a performance bond must be submitted with the Proposal. In lieu of a performance and payment bond, a comparable security deposit deemed sufficient by the Finance Director and the Board of Education may be substituted as an alternate to the Proposal.

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested, including but not limited to the “Proposal Certification” and the “Proposal Submittal Form”. Be sure to sign in all required places, and initial each page where indicated. It is the Board of Education’s desire to award the contract for transportation service to one vendor with the best comprehensive Proposal that meets the Board of Education’s operating and financial needs. If no Proposal is being submitted on one or more of the requested Proposal categories, please so indicate in each space by entering “No Proposal” wherever a price is indicated. All spaces must be completed with either a Proposal amount or “No Proposal” designated.
3. Submit three (3) **complete** sets of the Proposal, including this complete specification and all supporting materials. The Proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted to E.O. Smith High School’s Finance Director, pursuant to this Proposal become property of E. O Smith Board of Education and will not be returned to the Proposer.
4. Proposals must be presented in a sealed envelope and addressed as follows:

**E.O. Smith Board of Education
Director of Finance
Finance Department
4 S. Eagleville Road
Mansfield, CT 06268
“Public Student Transportation Proposal” – Thursday, February 4, 2016**

5. Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to E.O. Smith High School’s Finance Director that the Proposal has been withdrawn.
6. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of ten percent (10%) of the Proposer’s proposed price for the first year of the contract. **Proposer must also submit proof of the ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the annual contract cost, or comparable security deposit deemed sufficient by the Finance Director and the E.O. Smith Board of Education, must also be submitted with the Proposal in order to comply with the alternate requirements.**
7. Proposals will be received until 2:00 PM, February 4, 2016 at E.O. Smith High School, Finance Department, 4 S. Eagleville Road, Mansfield, CT 06268 at which time and place all Proposals will be publicly opened.

8. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Proposal. It is the Proposer's responsibility to ensure that all requested information is supplied with the initial Proposal. The Board of Education will reject any late submissions, and is not responsible for notifying the Proposer of any missing elements of the Proposal. *Proposers are also encouraged to include additional information about their services or company that will assist the Finance Director and the Board of Education in the review of Proposals and awarding of contracts.*

9. Interested Proposers are required to attend a mandatory pre-proposal conference that will be held on Tuesday, January 5, 2016 at 2:00 PM at the E.O. Smith High School, Superintendent's Conference Room, 1235 Storrs Road, Storrs, CT.

1. PROPOSALS

1.1 PROPOSAL PROCEDURES AND REQUIREMENTS

- 1.1.1 The date and time of Proposal opening will be given in the Notice of Proposers.
- 1.1.2 All Proposals must be submitted on and in accordance with forms provided with this document. All Proposals must include, as a minimum, the required information as detailed in these documents.
- 1.1.3 Where so indicated by the makeup of the Proposal Form, sums shall be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer, and must be clear and readable. The District reserves the right to interpret figures where lack of clarity of submission requires such action.
- 1.1.4 Except where specifically noted otherwise, all requested alternates will have a Proposal submitted.
- 1.1.5 A Proposal shall include the legal name of Proposer and a statement whether the Proposer 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 Proposer to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A Proposal by a corporation shall also give the State of Incorporation and have any corporate seal affixed. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Proposer must be authorized to do business in the State of Connecticut, and must submit proof if requested by the Board.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the Board for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information. If the Proposer operates related companies that may provide services to the District under this Proposal, information on these firms must be provided.

The Acknowledgement by Proposer form included in this document must be completed and submitted with the Proposal.

- 1.1.6 Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Proposal. Upon request of the Finance Director, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the District to discuss their Proposal, or to address such other issues as deemed important by the District and/or the Finance Director.
- 1.1.7 Submissions with Proposals:
- a) Proposers will provide, along with the completed Proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Connecticut school districts which they have served during the past three years and a summary of their experience over at least three years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of Connecticut. In lieu of organizational experience, staff experience must be demonstrated.
 - b) The Proposer must provide proof, along with the completed Proposal package, that it can provide the required insurance coverage as outlined in these Proposal documents. This proof can be in the form of a certificate of insurance naming the E.O. Smith Board of Education as additional insured,

showing all the requested types and levels of coverage required, or a letter from the insurance company(s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverages must, of course, meet or exceed the required levels in the Proposal specifications.

- c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a Performance Bond for the performance of the Contract(s) that may be awarded in conjunction with this Proposal, should the District decide to accept the Performance Bond alternate. The proof must be in the form of a bona fide letter of surety from a surety company authorized to do business in the State of Connecticut. The letter must guarantee that the surety company will provide the Performance Bond in the amount of one hundred percent (100%) of the annual contract value in the event the Proposer is awarded the contract, and the Board selects the Performance Bond alternate. Alternatively, the Proposer must provide detail about a comparable method of providing security whose selection and acceptability is solely at the discretion of the Board. A determination on the acceptance of the Performance Bond, or alternative security, alternate rests solely with the Board. The Performance Bond or alternative security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a material breach by the Contractor, which shall permit the Board to terminate the contract in addition to any other rights provided under the terms of this specification.

- 1.1.8 In order to provide the required services envisioned in the contract, Contractors must have a sufficient number of competent, trained driving personnel. Proposers shall submit descriptions of their driver recruitment programs, including *typical* wage and benefit information. Proposer shall provide an employment profile including at least the number of daily drivers required, the actual number of drivers employed, a description of targeted recruitment programs, and driver training programs.
- 1.1.9 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.
- 1.1.10 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of Proposal.
- 1.1.11 Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague Proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 1.1.12 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Board is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 1.1.13 All Proposals received after the time stated in the Notice of Proposers will not be considered and the Board will be returned unopened. Amendments or withdrawals of proposals received later than that date and time will not be considered. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Board. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal received by the Board on time at the place specified.

RIGHT TO ACCEPT / REJECT: AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE BOARD RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN PROPOSALS; REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART; TO RE-ADVERTISE AND INVITE NEW PROPOSALS; TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER; TO MODIFY PROPOSALS BASED

UPON NEGOTIATIONS WITH THE PROPOSER(S); AND TO MAKE SUCH AWARDS, IN WHOLE OR IN PART, INCLUDING ACCEPTING A PROPOSAL OR PART OF A PROPOSAL, THAT IN ITS JUDGMENT WILL BE IN THE BEST INTEREST OF THE BOARD EVEN IF SUCH PROPOSAL IS NOT THE LOW COST PROPOSAL.

1.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

1.2.1 Under penalty of perjury the Proposer certifies that:

- a) The Proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendors of services, materials, supplies, or equipment of the type described in the Request for Proposals, and
- b) The contents of the Proposal have not been communicated by the Proposer, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith prior to the official opening of the Proposal.

1.2.2 Qualifications of Proposers: The work and services described in these Proposal documents include the performance of activities directly affecting the safety of the students served by the District and the public generally. The Board may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract, and the Proposer shall furnish the Board with all such information for this purpose as the Board may request. **If, in the sole opinion of the Board and the Finance Director, the Proposer is not properly qualified or responsible to perform any obligations of the Contract Proposal, the Finance Director reserves the right to reject its Proposal.**

The Finance Director reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the Finance Director may choose to reject any Proposal where the Proposer's stated qualifications are such that the Proposer may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Proposer must supply information consistent with the detailed requirements described.

- a) Proposer must possess and demonstrate facilities, knowledge and capabilities to satisfy all Connecticut Department of Motor Vehicles rules, regulations, and vehicle inspection requirements.
- b) Proposer must include a reference list, setting out the names of all Connecticut districts in which they have operated in the past three years, or are currently operating. The name and telephone number of each business official or other District liaison must be provided for each district reference listed, along with a description of the type of transportation services provided (i.e. home-to-school; special education; extra-curricular), and the number and size of buses and vans used in the performance of the contract.
- c) A detailed description of the Proposer's driver recruitment program, including specific efforts that will be used to recruit qualified personnel in Mansfield must be provided.
 - a. Included in the qualifications of the Proposer is to be a brief resume summarizing the experience and qualifications of the dispatch manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other managers and supervisory staff include assistant manager(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

Please provide a job description for the dispatch manager as well as each of the other site managers that will be directly involved in the performance of this contract.

An organizational chart is to be provided showing the relationship of the various management positions within the company that will provide services to the District. Please provide an additional organizational chart showing the dispatch manager's position within the Proposer's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract.

- d) The Proposer should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs.
- e) A detailed list of terminated contracts over the last three years in Connecticut, except those contracts lost as a result of the proposal process.

1.2.3 Proposers may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Proposer.

- a) Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on this contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. All this information may be submitted in a separate envelope with the company name on it, marked confidential, and rubber banded to the Proposal submittal package; information that is not considered will be returned, unopened, to the Proposer, information that is reviewed will be returned to the Proposer upon request.
- b) Information identifying any pending, threatened and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the Proposer.
- c) A description of any bankruptcy filings by the Proposer, any related entities, or principal(s) of the Proposer, within the last seven (7) years. The District reserves the right to reject any Proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years.
- d) A statement as to whether the Proposer, any related entities, or principal(s) of the Proposer, has ever been denied a Performance Bond. If yes, the Proposer must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved.

1.3 INTERPRETATION OF PROPOSAL DOCUMENTS

No interpretation of the meaning of the Proposal Documents or the Contract will be made to any Proposer orally. Every request for such interpretation should be made in writing or by email, addressed to Cherie Trahan, E.O. Smith High School, 4 S. Eagleville Road, Mansfield, CT 06268, no later than 2:00 PM on Thursday, January 21, 2016. Notice of any and all interpretations and any supplemental instructions will be provided to Proposers of record by the District in the form of addenda to the Proposal Documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her Proposal submitted. Proposers are required to acknowledge receipt of and conformance to all published addenda.

2. AWARD

2.1 Award Timeline

The District will endeavor to make an award within sixty (60) days after the date of the Proposal opening, and all Proposals shall remain firm during that time period.

The District will evaluate every written Proposal submitted and reserves the right to be the sole judge of which Proposal 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 Proposer to the Board. As stated herein, the Board encourages Proposers to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive student transportation services on a cost-efficient basis.

2.2 Transportation Program

2.2.1 The Contract will be awarded for a period of five (5) years, 2016-2017 (7/1/16 - 6/30/17) school year through 2020-2021 (7/1/20-6/30/21) school year. The Contract will include regular home to school public school transportation and extra-curricular services.

The program described herein covers various aspects of the transportation program operated by the District. A description of current contracted services is included in Appendix "A" for the current program of transportation from the three member towns (Ashford, Mansfield, and Willington, CT). Currently, three separate bus companies transport students to the District. The District would be interested in a proposal that would consolidate and transport students from all three member towns.

2.3 Home-to-School (Public) Transportation

The District is requesting Proposals based on the District provision of fuel. Proposers may submit alternates for the Contractor's provision of fuel.

The District is requesting prices from the Contractor for the provision of a variety of services. In all cases, the determination on the capacity and style of bus to utilize will be made by the District in consultation with the Contractor. Should the District and Contractor disagree on the bus to be utilized, the final decision rests solely with the District.

Late bus runs are required from the High School two days a week, transportation to all three towns. The District is requesting prices based on per run charge per day.

If unusual bus usage situation should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor.

Prior to the execution of the Contract or during the term of the Contract, the Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the Proposer must be prepared for, able to conform and agree that such described transportation services will be provided under the Contract with the same or lower number and type of vehicles that are currently utilized, unless otherwise authorized by the Board.

2.4 Activity/Athletic Trips

The District is requesting pricing for Activity and Athletic trips based upon a rate per waiting hour, a rate per mile and a minimum per trip.

The District is also requesting pricing for intra-district trips (trips between schools in Town) on a per trip basis. These trips would be no longer than ½ hour in duration.

Field Trip pricing will be differentiated based upon the time of day.

3. AWARD OF CONTRACT

- 3.1 Each Proposal will be received with the understanding that its acceptance, in writing, by the Board of Education, to furnish any or all of the items described shall constitute the terms of a Contract between the successful Proposer and the School District. The Board will present the final Contract to the Successful Proposer/Contractor, and these Proposal Documents, along with any agreed upon modifications, shall be incorporated into and made a part of the Contract. The executed Contract shall bind the successful Proposer to furnish the labor and material required, at the prices and in accordance with the conditions of its Proposal.
- 3.2 The placing in the mail of a notice of award to a successful Proposer, to the address given in the Proposal, will be considered sufficient notice of an award of the Contract.
- 3.3 It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Proposer shall be an action that will be considered a contract assignment under this provision.
- 3.4 It is the District's desire and intention to award a contract to one Contractor.

4. GUARANTEES BY THE CONTRACTOR

- 4.1 The District may at any time during the contract term, by a written order, require the performance of such extra work or changes in the work as it may find necessary or desirable. The School District reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses or length of operating day, and/or the number of days requiring transportation under this contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.
- 4.2 The Contractor shall warrant and guarantee:
 - 4.2.1 The Contractor is financially solvent and the Contractor is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

- 4.2.2 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and the Board.
- 4.2.3 That it will comply with all State and Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- 4.2.4 The Contractor will comply with any and all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the Board.
- 4.2.5 That in the performance of this contract, Contractor is an independent contractor, the Board being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Board.

5. PAYMENTS

- 5.1 The acceptance by the Contractor of the last payment of the contract term shall be and hereby is a release to the Board of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Board and others relating to or arising out of this work.
- 5.2 Any Contract(s) awarded hereunder shall be contingent upon appropriation by the Board of Education of funds sufficient to meet with the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds are deemed necessary by the Board are not received, or if any anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).
- 5.3 Payments for services rendered under the provisions of this Contract shall be made upon receipt of a proper itemized invoice. Board and Contractor shall meet prior to the start of service under this Contract to develop an invoice form and supporting detail to meet the needs of the Board, including a requirement for multiple copies of the invoices. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the fifth business day of a given month, payment will be tendered within 30 days of receipt of invoice. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the Board.
- 5.4 No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The Board will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached.
- 5.5 No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board to be under the control of the Contractor.
- 5.6 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.**
- 5.7 The Contract price shall be based on a per vehicle per day price. Prior to the execution of the Contract or during the term of the Contract, the Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the Proposer must be prepared for, able to conform and agree that such

described transportation services will be provided under the Contract with the same or lower number and type of vehicles that are currently utilized, unless otherwise authorized by the Board. **Under no circumstances is Contractor authorized to charge overtime not authorized by the Board to the Board.**

- 5.8 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Board is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 5.9 If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Board and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the Board prior to performing the service, the Board reserves the right to determine the most appropriate method of reimbursing the Contractor.
- 5.10 The Contractor(s) shall maintain records during the term of the Contract(s) and for (3) years thereafter of the daily services provided to the Board on a route by route basis, and shall submit such records upon request by the Board for audit in support of each of the monthly invoices.

6. SAVINGS CLAUSE

- 6.1 The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or any other acts not within the control of the Contractor, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.

7. SPECIFICATIONS

7.1 SCOPE

These specifications are intended to provide for school bus services for the transportation of students for the E.O. Smith High School, for the 2016-2017 (7/1/2016 - 6/30/2017) school year through the 2020-2021 (7/1/2020 - 6/30/2021) school year. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Proposed. In that regard, all Proposers are invited to review, among other things, the routing schedules used in the 2015-2016 school year which are on file with the District and available on the Town of Mansfield's Finance Department webpage: <http://www.mansfieldct.gov/content/1914/2410/6382.aspx>.

The Contractor agrees that it will transport to and from E.O. Smith High School and other institutions as designated by the Board such persons as may be designated by the Board, and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes as are designated by the Board. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all Students to and from the E.O. Smith High School and other designated institutions. The District reserves the right to hire other transportation providers to provide certain special education transportation and extra-curricular services.

7.2 SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or his/her designee will represent the Board of Education in all matters pertaining to the performance of this Contract.

7.3 PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a Proposal bond or certified check in the amount of ten percent (10%) of the Proposer's proposed price for the first year of the Contract. The Proposal Bond or certified check will be deposited with the Board as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or Proposal bond shall be retained for use of the Board as liquidated damages on account of such default.

7.4 INSURANCE

Compliance with Insurance Requirements:

- 7.4.1 Enclosed with the Proposal the Proposer must include a letter from an insurance broker stating that the insurance requirements specified in this document will be met or exceeded. The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or better.
- 7.4.2 The following Minimum insurance must be maintained in force by Proposer at its own expense:
- a) A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

An additional insured endorsement is preferred. The endorsement must name the E.O. Smith Board of Education.
 - b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate to apply per location and/or per project. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury.
 - c) \$15,000,000 umbrella or excess liability coverage.
 - d) Workers Compensation and Employers Liability covering all employees and meeting the requirements of Connecticut law. A waiver of subrogation in favor of the E.O. Smith Board of Education must be included.
 - e) Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.
 - f) Sexual Misconduct and Corporal Punishment insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the E.O. Smith Board of Education. This can be either a separate policy or as an endorsement to the General Liability.
- 7.4.3 Said policy or policies shall be primary to any policies of insurance available to the Board and must contain thirty (30) days prior notice to the Board of Education of cancellation, reduction or content change.
- 7.4.4 The limits as outlined herein are strictly minimum amounts. The Board encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- 7.4.5 The Contractor shall deposit with the Board satisfactory evidence of insurance (including renewals) showing minimum coverage as required above and the proof of premiums paid up-to-date. Annual binders evidencing insurance coverages shall be provided to the Board no later than August 1st of each contractor year.
- 7.4.6 The Contractor shall name the Board as unrestricted additional insured on the Contractor's insurance policies, in the form of a policy endorsement, with the exception of Workers Compensation. The policy naming the Board as additional insured shall state that the Contractor's coverage shall be primary coverage for the Board, their respective agents, employees, and volunteers. The Contractor shall self-insure any applicable deductibles, and the Contractor shall also agree to indemnify the Board for any applicable deductibles.
- 7.4.7 The Contractor shall defend, indemnify and hold the Board and its respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees,

or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against the Board or its officers, employees or agents in connection with the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

7.4.8 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the Board. It shall further state that a similar thirty (30) days prior written notice will be given to the Board prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The Board reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Board is a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Board.

7.5 TERM

The term of the Contract shall be for a five (5) year period, beginning July 1, 2016, and ending June 30, 2021.

7.6 CONTRACTOR'S RESPONSIBILITIES

7.6.1 Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers and mechanics must 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, including all required driving licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and the Board of Education policy. The Contractor shall provide the Board with proof of compliance with these requirements upon request.

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract 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 Contractor further agrees that the School District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any manager, supervisor, dispatcher or bus driver.

The Board reserves the right, in the exercise of its sound discretion, to reject drivers, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon notice from the Board to the Contractor.

7.6.1.1 Bus Dispatcher: A Bus Dispatcher will be provided by the Contractor hereunder. Each Proposer will be required to identify and provide a resume with their submittal of the local person who will be in charge of the routes within the District's transportation system. This person, who shall be an employee of the Contractor, will not be a regularly scheduled route driver and must have at least five (5) years experience managing a similar sized school bus fleet. The Bus Dispatcher must be located at the transportation facility located in Mansfield and available from at least 6:00 a.m. to 5:30 p.m. when school is in session.

7.6.1.2 Other Employees: It is the Contractor's responsibility to determine what additional employees may be required to provide the quality of services expected by the District and to meet the program needs.

- 7.6.1.3 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver employment and bus operation, and Board of Education policies and regulations.
- 7.6.1.4 All employees of the Contractor will be drug and alcohol tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations. The Contractor will submit proof of drug and alcohol testing to the District for each employee prior to such persons driving buses for the Board in its transportation system.
- 7.6.1.5 The Contractor shall submit to the District no later than 14 days prior to the beginning of each Contract year a list of the names, addresses and Connecticut driver's license numbers of all regular and substitute drivers 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 updated notice shall be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the E.O. Smith Board of Education. No other drivers may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver.
- 7.6.1.6 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract.
- 7.6.1.7 The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law. Contractor shall also provide all employees mandated training, including but not limited to bloodborne pathogen exposure control training.
- 7.6.1.8 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made **ONLY** with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads.
- 7.6.1.9 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract.
- 7.6.1.10 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of, and comply with, the District's "no-idling" policy while providing services to the District.
- 7.6.1.11 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.
- 7.6.1.12 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. In particular, if there are any strikes by drivers, Contractor will be solely responsible for providing qualified alternate drivers and/or transportation services.
- 7.6.1.13 The Contractor shall, at the request of the Board, perform criminal record checks on drivers, as described in the Connecticut General Statutes, and the results of all such criminal records checks shall be reported to the Board.

7.6.2 Vehicles

7.6.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the District. The determination on the capacity of buses will be made by the Board in consultation with the Contractor. Should the Board and Contractor disagree on the capacity of bus to be utilized, the final decision rests solely with the Board. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and current CT DMV inspection stickers and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this contract. All vehicles and other equipment shall be in compliance with all laws, rules, regulations and policies of federal, state, and local governments pertaining to school transportation vehicles.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles.

a) The 2015-2016 program is operating with the following buses:

Home-to-School (Public) program:

- 4 – Type I buses from Ashford
- 17 – Type I buses from Mansfield
- 6 – Type I buses from Willington

- b) The District requires that no vehicle (including spare vehicles) shall be more than seven (7) years old at any time during the term of the Contract. Any vehicle reaching or exceeding seven (7) years during any contract year shall be replaced with a vehicle that is less than seven (7) year old. Vehicle ages will be reviewed for this requirement each contract year and the Contractor will provide the Board with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria.
- c) Flashing stop arms, front safety crossing control gates, and “Child Check Mate” (or equivalent system) on all vehicles.
- d) Two-way radios of **at least** 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor.
- e) Route numbers shall be prominently displayed on the buses, consistent with State regulations. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the District, located in the foremost passenger windows on each side of the vehicle. All buses must be identified with signs reading “RSD# 19 Public Schools” located on both sides of the vehicles.
- f) All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- g) Buses transporting students must be restricted to the transportation of students and/or authorized personnel only.
- h) The Superintendent or his or her designee reserves the right to reject buses to be used under this Contract for any reason. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

7.6.2.2 Proposers are required to provide with their Proposal, on Appendix B, the make, model, year, fuel type and seating capacity of each vehicle to be supplied during the initial year of the Contract. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal.

- 7.6.2.3 The Contractor shall provide to the Board no later than July 1 of each year a list, in the form of Appendix B, which lists the make, model, year, fuel type and seating capacity of each vehicle (including spare vehicles) to be supplied for the upcoming year of the Contract.
- 7.6.2.4 Contractor must provide the Board on request copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and equipment and shall keep written records showing such inspections so that the Board or its authorized agent may, at any time, request the written record of the inspections made by the Contractor. Such records shall be on a form approved by the Board.
- 7.6.2.5 The Board or any authorized agent 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.

7.6.3 Facilities

Contractor shall be responsible for providing all transportation-related facilities used in the performance of this Contract. The Board reserves the right to inspect the terminal/lot periodically during the term of the Contract. The location to be provided shall include an on-site fuel tank which shall be utilized solely for the provision of services to the District.

The Contractor shall also provide to the Board information on Contractor's additional facilities or sites that would be utilized to fulfill this contract, including but not limited to vehicle maintenance services.

On the Form of Proposal, the Proposer shall provide information on the facilities or sites that would be utilized to fulfill this contract, including but not limited to the bus lot and a facility for vehicle maintenance services.

7.6.4 Fuel

The District is requesting that the Proposer provide a proposal based on District-provided fuel. The Proposer may provide an alternate Proposal for provided fuel.

The Board's provision of fuel would operate under the following parameters:

- 7.6.4.1 The Board of Education will furnish the Contractor, without charge with the fuel necessary for the performance of the transportation required by the District's Transportation Program. The amount furnished will be limited to the amount actually used in the performance of the Contract.
- 7.6.4.2 The District reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the District's permission to utilize another vendor or source, the District will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred should the District's designated location be utilized.
- 7.6.4.3 The Contractor agrees to furnish pumps and tanks for the safe storage of the fuel provided and to restrict the use of fuel to the fulfillment of this Contract. The Board, and/or certain regulatory authorities, may require verification of the storage and use of fuel as herein provided.

7.7 ROUTE SCHEDULING

- 7.7.1 Route scheduling will be performed by the Contractor. The District reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any driver, without the prior permission of the District. Periodically, the District may request the Contractor to evaluate or revise certain routes.

The District or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the District it is necessary for the safety and welfare of children. This shall be at no additional charge to the District.

The current bell times are detailed in Appendix "A" to these specifications.

- 7.7.2 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education.
- 7.7.3 Each bus used under this Contract will display the proper Bus Number, and must be identified with signs reading "RSD #19 Public Schools".
- 7.7.4 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.
- 7.7.5 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the District.
- 7.7.6 Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The Board reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges, except as additional buses may be required.

7.8 OPERATING MATTERS

- 7.8.1 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District.
- 7.8.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations.
- 7.8.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the Board.
- 7.8.4 Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather or other emergencies, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.

Should the Board experience an emergency which requires the movement of students, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need.

7.8.5 Accidents

In the event of any accident involving the operation of a school bus, the District's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by Contractor in a timely fashion. Contractor must also comply with all Federal, State, and/or District regulations or policies relative to accident reporting, investigations, and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

7.8.6 Complaints

The Contractor will investigate all complaints, keep a log of such complaints, and will report any action taken to the Board or any authorized agent within twenty-four (24) hours from such action.

7.8.7 Student Discipline Matters.

In the event of any student discipline matter involving District students, the Contractor shall immediately notify the administration at the individual school building. The Contractor shall follow the discipline operating procedures as defined by the District.

7.8.8 Student Counts

Upon the request of the Board, the Contractor shall perform a student count of the number of students riding all vehicles on the day designated by the Board. A student count is required at least two times per school year.

7.9 COMPLIANCE REQUIREMENTS

7.9.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including Proposals) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECT TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

7.9.2 COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, subcontracts, or otherwise arranges to provide services or benefits (including Proposals) to comply fully.

7.10 DEFAULT

7.10.1 If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (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) is subject to a

Federal Tax Lien or Levy or any attachment or a judgment lien placed against the Contractor, or any buses used under this Contract are repossessed or retaken by a finance company, bank or manufacturer, or encumbered in any way such as to prevent their use for any time period; (h) abandons the work; (i) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (j) fails to provide the insurance required; (k) fails to provide the security required; or (l) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.

- 7.10.2 The above remedies are in addition to any other remedies the Board may have.
- 7.10.3 In the event of Contract termination by the Board pursuant to this Section, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with this Contract are last performed by the Contractor.
- 7.10.4 In the event of Contract termination by the Board pursuant to this Section and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, including reasonable attorney's fees incurred in enforcing said claim against the Contractor, as well as attorney's fees incurred in contracting with another party.
- 7.10.5 In the event that the buses contracted for herein are unavailable for service the Contractor shall be considered in default of this contract and the Board shall be free to contract with any other person or company for bus service. In addition, one-day cessation of bus services shall constitute a default of this Contract provided, however, that this provision shall be inoperative in the event of a labor dispute or causes beyond the control of the Contractor, provided that if reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Board and the Contractor within one (1) week of the cessation of service, the Board shall have the option of terminating this Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

7.11 CONTRACT

The successful Proposer shall be required to execute a Contract. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of Education.

7.12 DISPUTES

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between provision of a Contract Document and provisions of a State or Federal law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designee before he/she submits his/her Proposal. If the Proposer fails to do so, her/his Proposal will be interpreted by the Superintendent or her/his designate as submitted.

7.13 ALTERNATES

The District has determined certain options that it would like to consider in reviewing the Proposals submitted by the Contractor. These options or alternates to the Proposal will be reviewed and their acceptance or rejection by the District will be solely at the discretion of the District. It is important to note that if the Contractor fails to submit a response to one or more of the Alternates in Sections 7.13.1 through 7.13.4 as requested, the District may reject the Contractor's Proposal.

7.13.1 PERFORMANCE BOND

The Proposer shall furnish the annual cost of providing a performance bond in an amount equal to 100

percent (100%) of the estimated annual contract to guarantee the faithful performance of all Contracts. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the attorney for the School District, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of the Contract at the sole discretion of the District. **Proof of bondability must be submitted with the Proposal.**

As an alternative to providing a performance bond, the Proposer may submit an offer to provide a comparable security method whose selection and acceptability is solely at the discretion of the School District.

7.13.2 GLOBAL POSITIONING SYSTEM (GPS)

The District is interested in receiving a cost from the Proposer for the installation and operation of a Global Positioning System (GPS), which would provide the District with access to the GPS data at the District's offices. The Proposer shall include in their proposal package details on the GPS and GPS software that would be utilized.

On the Form of Proposal the Proposer will provide the annual cost per bus for the installation and operation of this feature. The District reserves the right to designate some or all of the fleet to contain this feature. If there are multiple operating options available (i.e. cellular; radio; etc.) the Proposer may submit alternate pricing for each operating method. The determination on the implementation of a GPS system rests solely with the District.

7.13.3 PRE-PAYMENT DISCOUNT

The District is willing to consider a pre-payment of its base transportation contract costs, depending on the discount offered by the Contractor for said pre-payment. The pre-payment would be performed twice per school year (September and January) for those calculated costs for the provision of basic home-to-school services (not extra-curricular). The District and the Contractor would mutually agree on the calculated amount of services for each of the two payment periods (September-December and January-June), and the District's costs would be the calculated amount less the pre-payment discount offered by the Contractor and as detailed on the Form of Proposal. The decision whether or not to accept the pre-payment discount option rests solely with the District, and the decision can be modified each year of the contract.

7.13.4 CONTRACTOR-PROVIDED FUEL

Proposers may submit alternates for the Contractor's provision of fuel.

APPENDIX "A"
PROGRAM DESCRIPTION

Description of 2015-2016 School Year

E.O. Smith High School is located in Mansfield and services 1,200 students from grade 9 to grade 12. In addition students are transported to Windham High School and Ellis Technical School

- District operates Type I buses to transport students to home-to-school runs. Under the present program, the district runs the following:
 - Ashford – 4 Type I buses, 1 Tech bus and one special education van (run split for Ellis Tech run)
 - Mansfield – 17 Type I buses (15 plus 2 Windham Tech buses in the morning and 16 plus 1 Windham Tech bus in the afternoon)
 - Willington – 6 Type I buses plus 1 Tech bus
- Late buses—(1) Mansfield students; (1) Ashford students; (1) Willington students

The following is information about the Opening of Schools, School Hours and other information for the current school year.

E.O. Smith High School

1235 Storrs Road
Phone: 860-487-0877
Fax: 860-429-7892

Regular Hours	bus arrival 7:00 to 7:05 a.m. – 2:08 p.m.
Early Release Days	bus arrival 7:00 to 7:05 a.m. – 11:45 a.m.

Windham High School

355 High Street
Willimantic, CT

Regular Hours	7:15 a.m. – 2:00 p.m.
Early Release Days	7:15 a.m. – 11:59 a.m.

Ellis Technical High School

Maple Street
Danielson, CT

Regular Hours	7:20 a.m. – 2:00 p.m.
Early Release Days	7:20 a.m. – 12:00 p.m.

APPENDIX "B"

I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Proposer's Name: _____

Authorized Signature: _____

Make/Model	Year	Seating Capacity	Fuel Type

Attach additional Sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Proposer, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

FINANCIAL INFORMATION COMPLIANCE

As part of the E.O. Smith Board of Education transportation Proposal, dated February 4, 2016, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District's request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided. Yes No If NO, the Proposer stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

- c. Information on any bankruptcy filings has been submitted. Yes No If NO, the Proposer stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

- d. Information on any denials of Performance Bonds has been submitted. Yes No If NO, the Proposer stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

**STUDENT TRANSPORTATION SERVICES
PROPOSAL SUBMITTAL FORM
 February 4, 2016**

Having carefully examined the within specifications for furnishing the transportation service for the E.O. Smith Board of Education, Mansfield, Connecticut, the undersigned:

_____ (Company Name) certifies that it has examined and fully comprehends all the enclosed "Specifications", and "Notice to Proposers" for the transportation service for the amounts stated below and pursuant to the terms described on the specifications:

_____ (BASE PRICE) to provide student transportation services for the E.O. Smith Board of Education as specified.

<u>1. REGULAR DAY TRANSPORTATION</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
AM/PM per bus/day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>2. LATE RUNS</u>					
Per run charge/day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>3. ACTIVITY/ATHLETIC BUS TRANSPORTATION</u>					
Cost per Mile:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per waiting hour:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Minimum per trip:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>4. INTRA-DISTRICT TRIPS</u>					
Cost per trip:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PROPOSAL SUBMITTAL FORM (CONTINUED)
February 4, 2016

ADD ALTERNATE PRICES

PERFORMANCE BOND

Cost to provide a 100%
Bond, for:

2016-17 year	\$ _____
2017-18 year	\$ _____
2018-19 year	\$ _____
2019-20 year	\$ _____
2020-21 year	\$ _____

GLOBAL POSITIONING SYSTEM

Cost per bus per year:

2016-17 year	\$ _____
2017-18 year	\$ _____
2018-19 year	\$ _____
2019-20 year	\$ _____
2020-21 year	\$ _____

PRE-PAYMENT DISCOUNT

PERCENTAGE DISCOUNT APPLIED TO PRE-PAYMENT AMOUNT:

DISCOUNT PER PRE-PAYMENT PERIOD: _____%

CONTRACTOR PROVIDED FUEL

_____ (BASE PRICE) to provide student transportation services for the E.O Smith Board of Education as specified.

1. <u>REGULAR DAY TRANSPORTATION</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
AM/PM per bus/day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. <u>LATE RUNS</u>					
Per run charge/day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. <u>ACTIVITY/ATHLETIC BUS TRANSPORTATION</u>					
Cost per Mile:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Cost per waiting hour: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Minimum per trip: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

4. INTRA-DISTRICT TRIPS

Cost per trip: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

PROPOSAL SUBMITTAL FORM (CONTINUED)

DEDUCT ALTERNATE PRICES

FACILITY LOCATION CHANGE

If the District was to provide a facility on town or school property at no cost to the Contractor, what sum of money would the school district save?

2016-17 year	\$ _____
2017-18 year	\$ _____
2018-19 year	\$ _____
2019-20 year	\$ _____
2020-21 year	\$ _____

PROPOSAL SUBMITTAL FORM (CONTINUED)

INFORMATION TO BE FILLED OUT BY ALL PROPOSERS:

1. If the Proposer is a corporation, is it incorporated in Connecticut?

____ Yes ____ No

If NO, it must be authorized to do business in Connecticut

2. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Package. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

3. How long have you been in the Board bus business? _____ years

4. How many buses currently owned will be used in this contract? _____
If you do not own buses at the present time, do you intend to purchase them? _____

5. State your plan for the garaging, fueling and maintaining of the buses to be used for this contract.

6. Address of the required facility: _____

7. The Proposer has provided transportation services to the following school districts within the last three (3) years:

PROPOSAL SUBMITTAL FORM (CONTINUED)

These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the District. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the District has the sole discretion to determine the best Proposal to meet the needs of the District.

Name of Company _____

Name of Representative: _____

Address: _____

Signature: _____

Telephone: _____

FAX: _____

e-mail: _____

Date: _____