

Wolcott Board of Education
Plymouth Board of Education
Thomaston Board of Education

Transportation Services
Out of District Special Education Transportation



Request for Proposal

Due On Or Before
November 3, 2017
3:00 P.M.

Sealed Proposals Will Be Received, Publicly Opened and Read Aloud At:

Plymouth Public Schools Business Office
27 North Harwinton Ave
Terryville Connecticut 06786

It is the policy of the Wolcott Board of Education, Plymouth Board of Education and Thomaston Board of Education that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against under any program because of his or her race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, mental retardation, past or present history of mental disorder, learning disability or physical disability
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

Plymouth, Thomaston, Wolcott Public Schools

**INVITATION TO BID
Student Transportation Services**

The Boards of Education in the Towns of Plymouth, Thomaston & Wolcott, hereinafter referred to as "OWNER", will be receiving sealed bids for student transportation services, out of district, on a five (5) year contract basis for the respective school years 2018-2019 through 2022-2023, at the Plymouth Public Schools Business Office, 27 N Harwinton Ave, Terryville CT, 06786 until 3:00 PM on November 3, 2017 at which time it will be publicly read.

Bids are invited for transportation for special education students. Granting of the bus contract will not in any way restrict the school system, individual schools, or principal from hiring other bus facilities for field trips or other student activities.

Bids to be plainly marked in the lower left-hand corner, **OUT OF DISTRICT STUDENT TRANSPORTATION SERVICES, NOVEMBER 3, 2017 3:00 P.M.**

Each bid must be accompanied by a bid bond in the amount of \$40,000. The bid response package should include Attachments A through E.

Bidders shall not include Federal or State Taxes for which Public Schools are exempt.

Questions concerning the bid specifications shall be directed to Phillip Penn, Business Manager, Plymouth Schools at 860-314-2768 or via email at pennp@plymouth.k12.ct.us

After the opening of bids, no bid can be withdrawn for a period of ninety (90) days.

The Boards of Education reserve the right to waive any formalities in bids; to reject any or all bids; or to accept the ones that in their judgment will be for the best interest of the School Districts and/or the Towns of Plymouth, Thomaston and Wolcott, CT.

The Boards of Education and each bidder attest that they will at all times comply with the non-discrimination agreements and warranties of Connecticut General Statutes Sections 4a-60 and 4a-60a, as amended.

PLYMOUTH, THOMASTON, WOLCOTT PUBLIC SCHOOLS

***INVITATION TO BID
Student Transportation Services***

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BID RESPONSE PACKAGE (MUST INCLUDE ALL OF THE FOLLOWING)

- ATTACHMENT A – RATES, EXCEPTIONS, AND BID RESPONSE
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- ATTACHMENT C – CONTRACTOR INDEMNIFICATION
- ATTACHMENT D - BID BOND
- ATTACHMENT E - PROOF OF PERFORMANCE BOND

I. INSTRUCTION TO BIDDERS

These instructions are standard for all proposals issued by the Joint Boards of Education, where a vendor is to furnish labor, materials and/or necessary equipment to complete a Bid as outlined in our detailed specifications. The Boards of Education (OWNERS) may delete, supersede or modify any of these standard instructions for a particular proposal.

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

2. Submit proposal in an envelope marked with the bidder's name and address on the upper left-hand corner. Proposal shall be made out in the exact form of enclosed proposal form on bidder's letterhead and shall be signed by an officer of the company or corporation. Bids are to be plainly marked in the lower left-hand corner, name of Bid, opening date and time.

3. Bids received later than the date and time specified will not be considered. Amendments to or withdrawals of Bids received later than the date and time set for Bid opening will not be considered.

4. All deliveries of services shall comply with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by the OWNER 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. All prices are FOB to the appropriate Towns.

5. CONTRACTOR must furnish, at its own expense and with the proposal, a Bid Bond or certified check in the amount of \$40,000. CONTRACTOR must also submit with the proposal proof that CONTRACTOR can furnish a Performance Bond in the amount of \$75,000. 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 required Performance Bond must be submitted within five (5) days of the contract award.

6. The OWNER reserves the right to reject any or all bids, or to award the one Bid that, in the OWNER's judgment, will be in the best interest of the Towns; regardless of whether a bid is the lowest submitted bid or not, taking into consideration the reliability of the bidder and quality of the service and their conformity with specifications. The OWNER further reserves the right to waive any defects or technical deficiencies in the bids, and to enter into direct negotiations with any bidders.

7. The OWNER may withhold acceptance of work and payment when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until work is to the OWNER's officials and/or authorized agent's satisfaction. Satisfaction will be based on safety, reliability, response to changes and ability to drop off and pick up students to schools as scheduled.

8. The OWNER may make such investigation as deemed necessary to determine the ability of the bidder to discharge his contract. The bidder shall furnish the OWNER with all

such information and data as may be required for the purpose. The OWNER reserves the right to reject any Bid if the bidder fails to satisfactorily convince the OWNER that he/she 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.

9. INSPECTIONS OF EXISTING ROUTES ARE REQUIRED. IT IS THE RESPONSIBILITY OF CONTRACTOR TO DETERMINE ALL EXISTING CONDITIONS.

10. Specifications cannot be modified by anyone other than the assigned agents for the Public Schools.

11. 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 will be required at the beginning of each school year. The Contractor shall carry insurance under which the three Boards of Education shall be named as an additional insured for the duration of the contract.

12. All work done under this Bid must comply with all State, Federal Laws and Town Ordinances.

13. The Contractor shall be required to complete the CONTRACTOR AFFIRMATIVE ACTION STATEMENT, ATTACHMENT B, with their completed bid proposal package. The successful Contractor shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.

14. The Contractor shall be required to complete the CONTRACTOR INDEMNIFICATION, ATTACHMENT C, with their completed bid proposal package.

15. School bus drivers will not be allowed to use tobacco products while transporting school children. Proper attire is to be worn by school bus drivers at all times. Contractor's personnel shall use extreme caution while driving motor vehicles on school property.

16. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations there under, without prior consent of the Boards of Education.

17. Waiver of Subrogation: The Contractor/insured will require all insurance policies in any way related to the work and secured and maintained by the Contractor/insured to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against OWNER.

II. Bid Requirements for Student Transportation Services

1. Definition of Terms

A. Public Schools: Shall mean the Plymouth, Thomaston and Wolcott Public

Schools.

B. The Boards of Education: Shall mean the Plymouth, Thomaston and Wolcott Boards of Education.

C. The School Administration: Shall mean the Superintendents or designees of the Plymouth, Thomaston and Wolcott Public Schools.

D. School Bus: Shall mean a school bus body and chassis specification classified as Type I, as defined in Section 14-275b (1-149) of the Regulations of Connecticut State Agencies, has a capacity of 65 passengers or more, is licensed by the State of Connecticut as a school bus and also meets all established school bus regulations for the U.S. Department of Transportation in addition to local regulations.

E. School Mini Bus: Shall mean a school bus body and chassis specification classified as Type II, as defined in Section 14-275a (1-20) of the Regulations of Connecticut State Agencies, which is licensed by the State of Connecticut as a school bus and also meets all established school bus regulations for the U.S. Department of Transportation in addition to local regulations.

F. School Lift Bus: Shall mean a school bus body and chassis specification classified as a School Transportation Vehicle (STV) with a minimum of two wheelchair positions and air conditioning. The vehicle, including the modifications, must be licensed by the State of Connecticut.

G. Van - Is any vehicle with a passenger capacity up to 14 passengers that is used to carry children to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut.

H. School Bus Driver: Shall mean a legally qualified school bus operator licensed by the State of Connecticut and physically, morally, and emotionally suitable to drive for the District.

I. Agreement: Shall mean this formal written contract signed by the Boards and the Contractor following acceptance by the Boards of the terms negotiated with the Contractor.

J. Contractor: Shall mean XXXXXXXXXXXX, Inc. doing business at XXXXXXXXXXXX, Connecticut XXXXX.

K. Regular Daily Trips: Shall mean any scheduled bus route, which is intended for the transportation of pupils to and from a particular school on a daily basis.

L. Bus Route: Is a fixed course traveled by each bus, which is established by the Contractor and the Business Office of the School District.

M. Summer School Transportation: Shall mean transportation of public school student which occurs at the end of the regular school calendar year and ends before the new school calendar year begins. Traditionally, this means late June until late August of each year.

2. Term of the Contract

The Board and the Contractor agree that the Contractor shall be the agent to furnish school transportation services for Plymouth, Thomaston and Wolcott students and other authorized persons designated by the OWNER. The agreement period will be for (5) five years, beginning July 1, 2018 through June 30, 2023. The Boards reserve the right to 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.

3. Insurance

A. Insurance Requirements: CONTRACTOR shall provide the following insurance:

1. 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 minimum rating of "A (X)". A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.
2. The following Minimum insurance must be maintained in force during the term of the Contract by the Contractor at its own expense:
 - a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.
 - i. A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.
 - ii. An additional insured endorsement is required. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Boards of Education and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.
 - iii. Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.
 - b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010

naming the Boards of Education and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.

- c) \$5,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.
 - d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
 - e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut law. A waiver of subrogation in favor of the Boards of Education and any of their respective public officials, agents and employees must be included.
 - f) Unemployment Insurance coverage is required covering all employees consistent with the requirements of Connecticut law.
 - g) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the Boards of Education and any of their respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.
3. Said policy or policies shall be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the Boards of Education of cancellation or content change.
- a) The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.
4. The limits as outlined herein are strictly minimum amounts. The District 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.
5. The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Board of Education no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a contract default.
6. 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 District. It shall further state that a similar thirty (30) days prior written notice will be given to the District 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, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage 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 District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

7. In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

B. Worker's Compensation: The Contractor will maintain Worker's Compensation Insurance coverage as required by Connecticut General Statutes for the term of this agreement.

C. Save Harmless: The Contractor will at all times protect, hold harmless and indemnify the OWNER, the Board and their employees, officials and agents from any and all liability and expense, including attorney fees, which may arise with its operations, activities or omissions, or those of its employees and agents in furnishing the services as Contractor, including, but not limited to, the transportation of School Bus Driver's children as set forth in Section 5.U. of the bid specifications. *See Attachment C.*

D. Contract Signing: No agreement will be executed until the required insurance certificates are received by the District Administrations.

4. Non-Discrimination/Affirmative Action

A. Affirmative Action: The Contractor will submit a copy of their affirmative action plan and to at all times comply with the non-discrimination agreements and warranties of Federal law and Connecticut General Statutes Sections 4a-60,4a-60a and 46a-60, as amended. *See ATTACHMENT B.*

B. Labor Standards: The Contractor will comply with all Federal, state and local laws and ordinances, concerning agreements and labor standards for fair employment.

5. Contract Performance

A. Expectations: OWNER has high expectations for student transportation services. Below is a list of the criteria the Boards expects the Contractor to meet in fulfilling this Agreement. OWNER retains the right to request a driver be removed from the service of the three districts for serious safety violations or behavior not in best interest of students or the district.

1. To get the school aged children of the community to school and home on a reliable schedule.
2. To provide highly skilled and courteous drivers.
3. To work continuously to maintain and improve an enviable safety record.
4. To keep vehicles in excellent mechanical condition.
5. To work with the school administration to improve student transportation services but not necessarily increase cost.
6. To understand the relationship between the quality of service and it's interdependency with parent relations.
7. To perform work at all times in an effective and professional manner.
8. To work with the School Administration to maintain the best possible parent/community relations.

B. Laws: The Contractor will at all times comply with all federal, state, regional and local laws, regulations, rules, policies, standards and ordinances in force for public school transportation and motor vehicle operations.

C. Schools to be serviced:

As attached.

D. Equipment Requirements:

1. None of the vehicles used by the Contractor in the performance of this contract shall ever be more than seven (7) years old. All vehicles must conform in all respects to laws and regulations of the Federal government, to the laws of the State of Connecticut, and regulations of the State Motor Vehicle Department, the Connecticut State Board of Education, and the Boards of Education. Each bus must have the following equipment:
 - a. Stop signs according to State of CT, DMV regulations.
 - b. "Carrying School Children" signs on all special van/mini vehicles according to State of CT, DMV regulation.
 - c. Two-way communication.
 - d. Safety gates shall be provided on all buses and mini buses.
 - e. Vehicles used for transporting out-of-town and special needs students shall be air-conditioned.
 - f. Federally approved child restraint systems shall be provided for all students less than forty pounds (40 lbs.), with five-point harnesses or seat belt caps when necessary.

- g. Snow tires between November 1 and April 1.
- h. All Vans must be equipped with rear window defroster and seat belts.
- i. All Type I and Type II vehicles shall be equipped with video camera housings and safety gates.

2. The Contractor shall, at all times, during the period of this Agreement, provide spare vehicles and driving personnel sufficient to satisfy the requirements of this Agreement at all times. The spare vehicles and spare drivers shall be used in the event of any scheduled maintenance, accident, breakdown, delays, emergency, shortages due to athletic or field trips, driver absence, etc.

3. During the term of this Agreement the Contractor shall have the right to substitute new or equivalent vehicles, provided prior written notice is given to OWNER and such substitution meets the terms and conditions of this bid.

4. The vehicles shall be maintained in excellent condition and working order and in clean and sanitary condition and shall be adequately heated and shall have sufficient power to operate in accordance with the schedule of the Board under reasonably foreseeable circumstances. Any problems, which might affect normal operation, shall be reported to the Superintendent or designee no later than 6:00 a.m.

5. The Contractor shall set up a regular inspection program of all equipment and shall keep written records showing regular mileage inspections and periodic inspections so that OWNER or its agent may, at any time, request the written record of the inspection made by the Contractor. Such records will include a specific statement concerning the mechanical condition of each individual vehicle. The inspection program shall be made not less frequently than every 3,000 miles.

6. At any time during this Agreement, OWNER or its agent shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the Contractor. It shall be the responsibility of the Contractor to carry out these recommendations within the reasonable time period designated by the Board.

7. OWNER, or its agent, may, on written notice, require the Contractor to discontinue the use of any vehicle, which it judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any vehicle shall be ordered, the Contractor shall forthwith replace said vehicle with another vehicle, which is capable of fulfilling the requirements of this Agreement and the schedule.

8. The Contractor may be required to furnish a performance bond at the time of signing of the contract for one hundred (100) percent, or a portion thereof, of the estimated cost of providing bus service for the full term of the contract. (Include cost for providing performance bond on bid sheet)

E. Fuel and storage: The cost of fuel used in vehicles to transport District students will be the responsibility of the CONTRACTOR. The responsibility for the safe storage and pumping equipment for the fuel is the responsibility of the Contractor.

F. Manager/Dispatcher: The Contractor will provide a manager/dispatcher, who is not a driver or mechanic, to manage the District's transportation. One of these individuals will be available to communicate and coordinate activities at the bus lot at all times schools are in session and/or buses are on the road for transportation of District's students.

G. Inclement Weather: During inclement weather, The OWNER or its agent shall determine when school shall be in session and the Contractor shall provide transportation. The Contractor shall provide one unlisted telephone number for emergency use in addition to such other telephones as are normally required.

H. Safety/Training Coordinator: The Contractor will provide a Safety/Training Coordinator with whom OWNER may consult on problems and issues of safety, driver performance, student behavior and trip routing which may arise in the course of executing this Agreement. Depending on the particular needs of the students, OWNER may require monitors to maintain current CPR training. Such training will be the responsibility of the CONTRACTOR.

I. Drivers, Bus Monitors and Training:

1. OWNER and its agents reserve the right to review all personnel records and personnel used in the performance of this contract and to reject a driver or bus monitor prior to actual employment. In the event that any driver or bus monitor demonstrates unsatisfactory performance, the OWNER shall have the right to require the Contractor to replace the driver or bus monitor within twenty-four (24) hours after notification. The driver or bus monitor shall not thereafter be reinstated without approval of OWNER or its agent.

2. The Contractor shall complete a criminal background check on all applicants prior to being assigned a route.

3. The Contractor shall ensure that all drivers and bus monitors have submitted to a complete physical examination prior to the beginning of each school year. A licensed practicing physician shall conduct the physical examination and the physician shall certify that the driver or bus monitor is in good physical condition.

4. The Contractor will provide at least 10 hours of driver and bus monitor training annually. Training will focus on defensive driving skills, student management, care of special needs students, parent/driver relations and other areas deemed relevant to improving the safety of the service provided to OWNER. OWNER and its agents reserve the right to review such training records used in the performance of this contract.

5. All drivers must be properly licensed by the Connecticut State Department of Motor Vehicles; no other drivers may be used. A list of certified drivers with copies of current licenses will be furnished to the OWNER prior to the start of each school year.

6. The OWNER may require bus monitors on certain buses. (Include cost of monitors on bid sheet at a daily rate).

J. Drug/Alcohol Policies: The Contractor will have a written drug/alcohol policy, which complies with current State and Federal law. A copy of this policy or any revisions

that occur during the term of this Agreement will be submitted to OWNER. The policy will include pre-employment testing and testing for drivers involved in accidents where one or more of the following criteria are met:

1. A post-accident testing event based on Federal Regulations.
2. There is reasonable cause to suspect drug or alcohol use.

Drivers who have tested positive for use of controlled substances and/or alcohol will be permanently excluded from driving school buses in all Towns covered by this agreement.

K. Evacuation Drills: Evacuation drills will be performed as part of this Agreement as required by Connecticut General Statutes.

L. Vandalism: The Contractor will be responsible for the cost of vandalism to the vehicles. OWNER will cooperate with the Contractor to keep vandalism low and prosecute violators to the full extent of the law. Any remuneration recovered as a result of vandalism on school buses will become the property of the Contractor. OWNER supports and encourages the use of technology to enhance safety and behavior on buses.

M. Accidents or Injuries: In the event of an accident or injury to student, the Contractor shall report to the District's Superintendent of Schools or Business Manager promptly, but in no case more than 30 minutes after the accident occurs. The Contractor shall promptly prepare a written report of the accident and all accidents must be reported promptly to the local Police Department.

N. Pre- and Post-Trip Inspections: As a routine procedure, each driver will inspect their vehicle prior to beginning a route to ensure that exterior lights and equipment are fully operational. After each trip within the route, the driver will walk to the rear of the bus and check every seat for forgotten articles, vandalism and particularly sleeping children. This inspection will occur during morning trips, afternoon trips and at the end of special trips.

O. Prohibited Practices:

1. Drivers will not wear headphones during the course of driving a route.
2. Smoking is prohibited while transporting students.
3. Personal cellular phones are prohibited, but Contractor owned cellular phones may be used to enhance safety on regular routes and/or communication for field trips when the bus is not in motion.
4. Deviating from the routes as provided by OWNER.
5. Backing up buses on school property is prohibited without adult supervision.
6. Drivers will not be less than 21 years of age or students in the District.
7. Except for the Contractor's name, no vehicle will carry commercial or political advertising.

P. Student Behavior and Control: The Contractor is responsible for the care and supervision of students from the moment they board the bus or van until the student has reached a point of safety after exiting the bus or van. The Contractor will insure all safety

restraints are functioning properly and children are secured, before starting the bus. The Contractor will require its drivers to report any disturbance, irregularities or disciplinary infractions by students to the Director of Special Education Services. The Superintendent of Schools or his/her designated agent will take such disciplinary action as needed to assure student compliance with rules of behavior.

In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, the Contractor shall require that school bus drivers stop the vehicles and not proceed until discipline is restored. No student is to be put off a bus while en route to school or home. The Contractor's office is to be immediately alerted via radio. The school bus driver shall report all such occurrences to the Contractor, and the Contractor shall notify the Director of Special Education Services or another member of the Central Office Administration. The school district is committed to working with the Contractor to maintain discipline and safe routes. Camera footage of any disciplinary infraction, if available, will be provided to the Superintendent upon written request.

Q. Route Testing: The Contractor will thoroughly field test all routes prior to the opening of school to verify any discrepancies and to familiarize the drivers with unfamiliar routes

R. Passenger Authorization: Only individuals specifically authorized by the Contractor and OWNER will be allowed to ride the vehicles.

S. Complaints: The Contractor will investigate all complaints, keep a log of such complaints, and will report the action taken to the Central Office Administration within twenty-four (24) hours of receipt of the complaint.

6. Contract Cancellation

A. OWNER reserves the right to terminate this Agreement or any other agreement with the Contractor if any of the conditions listed below exists.

1. The Contractor is unable or refuses to fulfill the terms and conditions of the Agreement.
2. The Contractor repeatedly breaches the terms and conditions of the Agreement.
3. The Contractor is unable to maintain safe vehicles and/or transportation services to the students of the District.
4. The Contractor repeatedly refuses to provide safe vehicles and/or transportation services.
5. The Contractor fails repeatedly to meet the school schedule and/or consistently fails to pick up eligible students.
6. The Contractor becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, and is subject to an involuntary petition in bankruptcy not discharged within 30 days.

7. The Contractor subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under this Agreement other than as provided in this Agreement.

8. The Contractor is unable to provide trained and licensed drivers to fulfill this agreement.

B. The Boards will provide written notice of termination and the reasons for such action.

C. In addition to the cancellation provisions set forth above, OWNER reserves the right to cancel this Agreement with sixty (60) days' prior written notice to the Contractor, should either of the following conditions exist:

1. Funds are not appropriated by any one of the aforementioned Towns for continuance of this Agreement.
2. The Board, through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.

7. Rates & Payments-Response

A. Rates: The rates listed in the response sheet for School Buses, School Mini Buses, Vans and School Lift Buses are per diem rates for each year of the Agreement. Any additional days for which service might be required shall be paid for at the daily rate as specified by this Agreement. In the event that the vehicles do not operate on any school day, for whatever the reason, the cost for each vehicle will be deducted from the payment made by the appropriate Board.

8. Miscellaneous

A. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the Contractor and OWNER.

B. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this agreement shall continue in force for the duration of this Agreement.

C. The Contractor shall not be liable for non-performance of service required under this Agreement whereby non-performance is caused by an act of God, public enemies, authority of law, perils of navigation, riots, and acts of war. During any period of non-performance, OWNER shall not be liable to the Contractor for any payments under this Agreement. Furthermore, OWNER shall have the right to make alternative transportation arrangements.

D. This bid together with signed contract and insurance coverage, constitutes the

full and complete agreement of the parties, and may be amended at any time by mutual agreement of the parties hereto in writing.

E. The Contractor may not assign or delegate the performance of the requirements of this Agreement without the express written consent of OWNER.

F. The Contractor shall not be held or deemed in any way to be the agent or employee of OWNER. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

G. The failure of either party in any one or more instances to insist upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right or privilege in this Agreement conferred, or the waiver of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, covenants, rights or privileges, but the same shall continue and remain in full force and effect as if no such waiver or forbearance had occurred.

H. The bid and subsequent contract shall in all respects be governed by and construed in accordance with the laws of the State of Connecticut.

I. The winning bidder, at the OWNER's request, will provide annually, a copy of the most recent audit report for their Firm.

J. The bidder will provide references for Connecticut School Districts it currently serves.

ATTACHMENT A

Plymouth, Thomaston & Wolcott Public Schools
Bid Response Form
 Student Transportation Services

Vendor Name _____

Vendor Address _____

Vendor Town/State _____

Vendor Representative _____

Vendor's Insurance Carrier _____

Rates - Response sheet

Transportation (Cost per vehicle per day): Pricing should reflect two separate tiers: I) the per-diem cost for a single run of one student for a trip originating in the towns of Plymouth, Thomaston and Wolcott to a single destination, and II) the per-diem cost of any transportation run originating in the towns of Plymouth, Thomaston and Wolcott, for up to and including a maximum of three (3) stops within those towns.

Where indicated, bidders should also include the per-diem cost of any additional charges.

PRICING FOR TIER I, SINGLE PICK-UP AND DESTINATION

Destination	2018-19	2019-20	2020-21	2021-22	2022-23
Gengras Center 1678 Asylum Avenue West Hartford, CT					
Wheeler Northwest Village School 91 Northwest Drive Plainville, CT					
Intensive Education Academy 840 North Main St. West Hartford, CT					
Raymond Hill School 370 Linwood St. New Britain, CT					
CCMC School 300 John Downey Dr. New Britain, CT					
ACES Village 61 Temple Street North Haven, CT					

Children's Center of Hamden 1400 Whitney Ave. Hamden, CT					
Webb School of Cheshire 725 Jarvis St. Cheshire, CT					
STEP Reg. School District # 7 100 Battistoni Dr. Winsted, CT					
Adelbrook 60 Hicksville Rd. Cromwell, CT					
River Street Autism Program (CREC) 1289 Blue Hills Ave. Bloomfield, CT					
American School for the Deaf 139 N Main St West Hartford, CT					
Middlesex Transition Academy 279 Court St Middletown, CT					
ACES Whitney High East 261 Skiff St Hamden, CT					
Arch Bridge School 21 Arch Bridge Rd Bethlehem, CT					
ACES Mill Road 295 Mill Rd North Haven, CT					
Bristol Technical Ed Ctr. 431 Minor St Bristol, CT					
Connecticut Junior Republic Route 63 Litchfield, CT					
Highlander Transition Academy 30 Elm St Winsted, CT					
Manchester Regional Academy 665 Wetherell St Manchester, CT					
Oak Hill School at Bristol North 440 N Main St Bristol, CT					

Raymond Hill School 370 Linwood St New Britain, CT					
River Street Autism Program @ Coltsville 1289 Blue Hills Ave Bloomfield, CT					
Watertown Transition Academy 76 Westbury Park Rd Watertown, CT					
ACES Center for Autism 26 Old Post Rd. Northford, CT					
Benhaven Academy 50 North Plains Highway Wallingford, CT					
High Road Academy HS 31 Village Ln Wallingford, CT					
Hope Academy 89 Marsh Hill Rd Orange, CT					
Farmington Valley Diagnostic Center (a CREC School) 125 Latimer Lane Weatogue, CT					

PRICING FOR TIER II, UP TO THREE PICK-UPS AND ONE DESTINATION

Destination	2018-19	2019-20	2020-21	2021-22	2022-23
Gengras Center 1678 Asylum Avenue West Hartford, CT					
Wheeler Northwest Village School 91 Northwest Drive Plainville, CT					
Intensive Education Academy 840 North Main St. West Hartford, CT					
Raymond Hill School 370 Linwood St. New Britain, CT					
CCMC School 300 John Downey Dr. New Britain, CT					

ACES Village 61 Temple Street North Haven, CT					
Children's Center of Hamden 1400 Whitney Ave. Hamden, CT					
Webb School of Cheshire 725 Jarvis St. Cheshire, CT					
STEP Reg. School District # 7 100 Battistoni Dr. Winsted, CT					
Adelbrook 60 Hicksville Rd. Cromwell, CT					
River Street Autism Program (CREC) 1289 Blue Hills Ave. Bloomfield, CT					
American School for the Deaf 139 N Main St West Hartford, CT					
Middlesex Transition Academy 279 Court St Middletown, CT					
ACES Whitney High East 261 Skiff St Hamden, CT					
Arch Bridge School 21 Arch Bridge Rd Bethlehem, CT					
ACES Mill Road 295 Mill Rd North Haven, CT					
Bristol Technical Ed Ctr. 431 Minor St Bristol, CT					
Connecticut Junior Republic Route 63 Litchfield, CT					
Highlander Transition Academy 30 Elm St Winsted, CT					
Manchester Regional Academy 665 Wetherell St Manchester, CT					
Oak Hill School at Bristol					

North 440 N Main St Bristol, CT					
Raymond Hill School 370 Linwood St New Britain, CT					
River Street Autism Program @ Coltsville 1289 Blue Hills Ave Bloomfield, CT					
Watertown Transition Academy 76 Westbury Park Rd Watertown, CT					
ACES Center for Autism 26 Old Post Rd. Northford, CT					
Benhaven Academy 50 North Plains Highway Wallingford, CT					
High Road Academy HS 31 Village Ln Wallingford, CT					
Hope Academy 89 Marsh Hill Rd Orange, CT					
Farmington Valley Diagnostic Center (a CREC School) 125 Latimer Lane Weatogue, CT					

Additional Costs	2018-19	2019-20	2020-21	2021-22	2022-23
Cost of each additional stop in excess of three within the towns of Plymouth, Thomaston or Wolcott.					
Hourly 'wait time' rate to be charged for runs over 120 minutes in each direction. The imposition of a wait-time charge must be agreed to in.					
Bus monitor, cost per day					

The Boards of Education reserve the right during the course of the agreement to negotiate runs to destinations not specifically listed above with any eligible transportation company.

ATTACHMENT A
(Continued)

EXCEPTIONS

The undersigned bidder proposes the following Exceptions to the Specification for Special Education Student Transportation.

Exception:

Price Change (+ or -)

ATTACHMENT A
(Continued)

Response Check List

Rates: The rates listed above for School Buses, School Mini Buses and School Lift Buses are per diem rates per vehicle for each year of the Agreement.

- Location of Existing or proposed bus lot _____
- Amount of Contract reduction if the Town can provide a bus lot. _____
- Name of Bus Lot Manager _____
- Name of Dispatcher _____
- ATTACHMENT B Signed Affirmative Action Statement _____
- ATTACHMENT C Signed Indemnification Statement _____
- ATTACHMENT D Bid Bond (\$40,000)
- ATTACHMENT E - PROOF OF PERFORMANCE BOND

References:

1. _____ Person _____ Phone _____
2. _____ Person _____ Phone _____
3. _____ Person _____ Phone _____

Signature of Authorized Representative _____

Name Printed _____ Position _____

FAILURE TO SUBMIT ITEMS LISTED IN THE RESPONSE SHEET WILL CONSTITUTE GROUNDS FOR REJECTING A BID.

ATTACHMENT B

TO: All Vendors
FROM: Business Managers
SUBJECT: Affirmative Action

The Plymouth, Thomaston and Wolcott Public Schools are 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 firm listed on our acceptable vendors' list and thereby be eligible for consideration as a source for goods and/or services, please complete and return the following Statement of Policy to us.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the non-discrimination agreements and warranties of Federal law and Connecticut General Statutes Sections 4a-60,4a-60a and 46a-60, as amended.

Date

Signed (Name/Title of Company Officer)

Telephone

Street Address

City/State

ATTACHMENT C
CONTRACTOR INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the OWNER and its officers, agents, and/or employees against any and all claims, demands, damages, losses, judgments, costs, worker's compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by:

a. officials, officers, agents and/or employees of the OWNER or;

b. the Contractor, his employees or material men or;

c. any other person, whose injuries are alleged to have occurred on or near the work, or to have been caused in whole or in part by the acts, omissions or neglect of the Contractor or his sub-contractor or material men by reason of his or their use of faulty, defective or unsuitable work.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the OWNER for damage to property of the OWNER caused by the Contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:

COUNTY OF:

Signed _____
Contractor

By _____
Name

Street

City/State

Date

Subscribed and sworn to before me on this

_____ Day of _____ 20 _____

Notary Public

ATTACHMENT D

BID BOND (Amount of \$40,000)

ATTACHMENT E

PROOF OF PERFORMANCE BOND (Amount of \$75,000)