

SPECIFICATION AND PROPOSAL FORMS FOR STUDENT TRANSPORTATION

RFP #12-100



**WATERFORD PUBLIC SCHOOLS
WATERFORD, CONNECTICUT**

**SPECIFICATION RELEASE: November 28, 2011
PRE-PROPOSAL MEETING: December 15, 2011 10:00 am
PROPOSAL SUBMITTAL: January 10, 2012 10:00 am**

WATERFORD PUBLIC SCHOOLS
SPECIFICATIONS AND PROPOSAL FORMS
FOR RFP #12-100

Sealed proposals to be opened:

AT: 10:00 A.M.
DATE: January 10, 2012
PLACE: Waterford Public Schools
15 Rope Ferry Road
Waterford, CT 06385

Information for Proposers

Legal Name of Company / Proposer: _____

Company Representative Name and Title: _____

Legal Address: _____

Town _____ 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: _____

Waterford Public Schools
15 Rope Ferry Road
Waterford, CT 06385

NOTICE TO PROPOSERS
RFP #12-100

The Waterford Public Schools, Waterford, Connecticut hereby invites the submission of sealed proposals from qualified bus transportation companies for furnishing student transportation services in the Waterford Public Schools beginning July 1, 2012. Forms for proposal, certification, conditions, specifications, and any addenda may be obtained from the Waterford Public Schools, Business Office, 15 Rope Ferry Road., Waterford, CT, or by calling (860) 444-5849. To pick up in person, please come between the hours of 9:00 A.M. to 3:00 P.M., Monday – Friday. To have them express shipped at the Proposer's cost, please provide your shipper's account number when contacting the District Offices.

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 Waterford Public Schools shall apply. Proposals will be received until 10:00 a.m. on January 10, 2012 at the Waterford Public Schools, Appleby Room, 1st Floor, 15 Rope Ferry Road, Waterford, Connecticut 06385, at which time and place all proposals will be publicly opened. Interested Proposers are required to attend a mandatory pre-proposal conference will be held on December 15, 2011 at 10:00 a.m. at Waterford Public Schools, 2nd Floor Conference Room.

Proposals will remain firm for a period of 90 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the Waterford Public Schools' Purchasing Department that the proposal has been withdrawn.

The Waterford Public Schools reserves the right to consider cost, experience, and service in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Proposer, in considering proposals and awarding the contracts. The Waterford Public Schools 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 Waterford Public Schools even if such proposal is not the low cost proposal. The Waterford Public Schools also reserves the right to discuss the scope of services with one or more Proposers and to make such modifications as the Waterford Public Schools, in its sole discretion, deems to be in its best interest.

The contract period will be for a five (5) year term, beginning July 1, 2012. The District is requesting proposals for the provision of a range of student transportation services including but not limited to: public and non-public home-to-school including pre-kindergarten, kindergarten, elementary, middle, high school; special education; early and late buses; summer transportation; extra-curricular including field and sports trips; and such other services as described in the specifications.

Proposers are advised that to the best of the Board's knowledge the drivers of the current contractor are represented for purposes of collective bargaining by the Service Employees International Union (SEIU) Local 760, and that a Collective Bargaining Agreement covering their wages, hours and conditions of employment may be in effect. 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 SEIU Union, Local 760. 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 expense, a proposal bond or certified check in the amount of five percent (5%) 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.

WATERFORD PUBLIC SCHOOLS
WATERFORD, CONNECTICUT

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all provisions of this document.
2. Provide all information requested, including but not limited to the “Proposal Certification” and the “Form of Proposal”. Be sure to sign in all required places, and initial each page where indicated. It is the School District’s desire to award the contract for transportation service to one vendor, therefore preference will be given to the best comprehensive proposal that meets the District’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. Do not enter zero (\$0) if “No Proposal” is being submitted as zero (\$0) is an amount that could be awarded by the District.
3. Submit an original and two copies of the Proposal, including this complete document without removing any sheets. Each copy of the Proposal is to be contained in a separate three-ring binder. Additionally, return the flash drive that will be issued at the pre-proposal meeting and that contains the Excel file for completion of the pricing pages.

Each proposal must adhere to the structure outline as follows:

- 1) Completed, signed and initialed proposal specifications and addendums (if any).
- 2) Background information – Resumes; organization chart; references; Company profile; ownership information.
- 3) Facility – Any alternative locations; features; maps; descriptive data; vehicle assignments if more than one location.
- 4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
- 5) Fleet – Fleet list (Appendix “B”) and/or dealer certifications; Maintenance Program description and forms; camera information; GPS; and vehicle feature(s).
- 6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
- 7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
- 8) Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process; routing software and capabilities.
- 9) Cost – Form of Proposal for contracts; return flash drive with pricing information.
- 10) Miscellaneous – Any descriptive information that describes capabilities or value added services.

All materials submitted to the District pursuant to this proposal become the property of the District and will not be returned to the Proposer. The Proposer is responsible for making its own copies of any or all parts of this document for its files.

4. All interested Proposers are required to attend a MANDATORY pre-proposal conference on December 15, 2011 at 10:00 a.m. at the Board’s offices at the Waterford Public Schools, 15 Rope Ferry Road, Waterford, CT 06385.
5. Proposals must be presented in a sealed, opaque box and addressed as follows:

**Waterford Public Schools
Business Office
15 Rope Ferry Road
Waterford, CT 06385
School Transportation RFP #12-100 - 10:00 A.M., January 10, 2012**

6. Proposals will remain firm for a period of 90 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the Waterford Public Schools that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of five percent (5%) of Proposer's proposed price for the first year of the contract. Proposer must also furnish **proof of the ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the annual contract cost.**
8. Proposals will be received until 10:00 a.m., January 10, 2012, at Waterford Public Schools, Appleby Room, 1st Floor, 15 Rope Ferry Road, Waterford, Connecticut 06385 at which time and place all proposals will be publicly opened.
9. 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 District 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 Waterford Public Schools in the review of Proposals and awarding of contracts.*
10. These specifications were designed for the sole use of the Waterford Public Schools pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the expressed written consent of the Waterford Public Schools and Transportation Advisory Services is prohibited.

TABLE OF CONTENTS

Note: The subsections shown below are for convenience purposes only and may not reflect actual section designations or names in the specification documents.

	<u>PAGE</u>
PROPOSAL OPENING INFORMATION	2
NOTICE TO PROPOSERS	3
INSTRUCTIONS TO PROPOSERS	4
TABLE OF CONTENTS	6
1. GENERAL CONDITIONS	11
1.1 Definitions	11
2. PROPOSALS	12
2.1 Proposal Procedures and Requirements	12
2.1.1 Proposal Opening	12
2.1.2 Proposal Submission	12
2.1.3 Price Submission Procedures	12
2.1.4 Alternates	12
2.1.5 Proposed Changes	13
2.1.6 Proposer Requirements	13
2.1.7 Proposer Responses	13
2.1.8 Submissions with Proposal	13
2.1.9 Personnel Descriptions	14
2.1.10 Acceptable Proposal	14
2.1.11 Rejection of Proposal	14
2.1.12 Printing Requirements	14
2.1.13 Tax Exemption	15
2.1.14 Right to Accept/Reject	15
2.1.15 Compliance	15
2.1.16 Submission Process	15
2.2 Proposer's Certification, Representations, & Qualifications	15
2.2.1 Non-Collusive Proposal Certification	15
2.2.2 Qualifications of Proposers	15
2.2.3 Financial Information	18
2.3 Interpretation of Proposal Documents	19
3. AWARD	19
3.1 Award Period	19
3.2 Transportation Program	19
3.2.1 Contract Award Period	19
3.2.2 Services Requested	19
3.3 Proposal Submissions	23
3.3.1 Proposal Review Process	23
3.3.2 No Cash Discount	23

4.	AWARD OF CONTRACT	23
	4.1 Proposal Acceptance	23
	4.2 Notice of Award	23
	4.3 Proposer Information	23
	4.4 Default Security	23
	4.5 Insurance Stipulations	23
	4.6 Current Union Status	23
	4.7 Management Coverage Information	24
	4.8 Training Staff	24
	4.9 Dress Code	24
	4.10 Vehicle Information	24
	4.11 Transition Plan	24
	4.12 Site/Facility Information	24
	4.13 Contract Approval	25
5.	ALTERNATES	25
	5.1 Global Positioning System (GPS)	25
	5.2 Pre-Payment Discount	25
	5.3 Performance Bond	26
	5.4 Field and Athletic Trips Within Designated Areas	26
6.	GUARANTEES BY THE CONTRACTOR	26
	6.1 Change Orders	26
	6.2 Inspection and Testing	26
	6.3 Contractor Representations and Warrantees	26
	6.3.1 Contractor Competencies	26
	6.3.2 Employment Insurances	27
	6.3.3 Fair Labor Standards Act	27
	6.3.4 OSHA Compliance	27
	6.3.5 Non-discrimination	27
	6.3.6 Non-discrimination in advertising	27
	6.3.7 Mandates in subcontracts	27
	6.3.8 Drug and Alcohol Testing	27
	6.3.9 Regulatory Compliance	27
	6.3.10 Independent Contractor Status	27
7.	PAYMENTS	28
	7.1 Liability Release	28
	7.2 Payment Claims	28
	7.3 Right of Offset	28
	7.4 Appropriation of Funds	28
	7.5 Invoicing Process	28
8.	SPECIFICATIONS	29
	8.1 Scope	29
	8.2 School District Representative	29
	8.3 Indemnification	29
	8.4 Insurance	30
	8.4.1 Carrier Ratings	30

8.4.2	Minimum Coverages	30
8.4.3	Inquiries	31
8.4.4	Coverage Limits	31
8.4.5	Evidence of Insurance	31
8.4.6	Cancellation Notices	31
8.4.7	Damage to Property	31
8.5	Books and Records	32
8.6	Term	32
8.7	Contractor's Responsibilities	32
8.7.1	Personnel Matters	32
8.7.1.1	Moral Character	32
8.7.1.2	Hire and Discharge Responsibilities	32
8.7.1.3	Terminal Staffing	33
8.7.1.4	Proper Attire and Photo ID	34
8.7.1.5	Legal Compliance	35
8.7.1.6	Required Training	35
8.7.1.7	Physical Exams and Testing	35
8.7.1.8	Driver and Aide Listings	35
8.7.1.9	Stand-by Drivers	36
8.7.1.10	Emergency Equipment Training	36
8.7.1.11	Route Knowledge	36
8.7.1.12	Student Safety and Supervision	36
8.7.1.13	Prohibition Against Alcohol and Smoking	36
8.7.1.14	No-Idling Compliance	37
8.7.1.15	Requirement to Transport	37
8.7.1.16	Internet Access	37
8.7.1.17	Criminal Record Checks	37
8.7.1.18	Employer Responsibility	37
8.7.2	Vehicles	37
8.7.2.1	Provision of Buses	37
8.7.2.2	Annual Vehicle Listing	40
8.7.2.3	Vehicle Maintenance Records	40
8.7.3	Facilities	40
8.7.3.1	Facility Usage and Compliance	40
8.7.3.2	Property or Asset Related Taxes	41
8.7.3.3	Bus Parking Requirements	41
8.7.3.4	Use of Garage and Parking Facilities	41
8.7.4	Fuel	42
8.7.4.1	Fuel Allowance	42
8.7.4.2	Mileage Reports for Fuel Allowance	42
8.7.4.3	Fuel Supply Requirements	42
8.7.4.4	Periodic Meetings for Fuel Adjustments	42
8.7.4.5	Alternative Fuels	43
8.7.5	Tolls	43
8.7.6	Advertising	43
8.7.7	Transition Plan	43
8.7.8	Public Relations	43
8.8	Safety Requirements	43
8.9	Route Scheduling	43
8.9.1	Route Development	44

8.9.2	Route Revisions	44
8.9.3	School Calendars	44
8.9.4	Bus Number Signage	44
8.9.5	Requirement to Transport	45
8.9.6	Schedule Variations	45
8.9.6.1	Dismissal Schedules	45
8.9.7	Route Data Updates	45
8.9.8	Trial Runs	45
8.10	Operating Matters	46
8.10.1	District Operating Policies	46
8.10.2	Driver and Bus Aide Training and Additional Training	46
8.10.3	Emergency Bus Drill	46
8.10.4	Emergency Closings	46
8.10.5	Contractor's Monthly Reports	47
8.10.5.1	Accidents	47
8.10.5.2	Student Discipline Matters	47
8.10.5.3	Student Counts	47
8.10.5.4	Compliance with Section 10-221c Reporting	47
8.10.6	Driver's Daily Reports	47
8.10.7	Rights To Property	47
8.10.8	Authorization of Students for Transportation	48
8.11	Base Program	48
8.12	Changes in Base Program	48
8.13	Compliance Requirements	48
8.13.1	Title IX Regulations	48
8.13.2	ADA and Rehabilitation Act of 1973	48
8.14	Termination of Contract by Board	49
8.15	Contractor's Default	49
8.16	Non-Performance Damages	50
8.16.1	Provision of required assets	50
8.16.2	Spare vehicles	50
8.16.3	District involvement	50
8.16.4	Use of non-approved personnel	51
8.16.5	Interruption in service	51
8.16.6	Provision of communication devices	51
8.16.7	Camera and GPS equipment	51
8.16.8	Spare bus ratio	51
8.16.9	Management personnel precluded from driving	51
8.16.10	Extra Curricular mandates	51
8.16.11	Compliance with bell times	52
8.16.12	Accumulation of liquidated damages	52
8.17	Acts Not In Control of Contractor	52
8.18	No Assignment by Contractor	52
8.19	Incorporation of Documents	53
8.20	Other Contractors	53
8.21	No Waiver	53
8.22	Governing Law	53

APPENDICES

□ Appendix A –Program Description

- Appendix B – Fleet List
- Appendix C – Sample Monthly Activity Report
- Appendix D – Board Policies
- Hold Harmless Agreement
- Financial Information Compliance
- Form of Proposal
- Non-Collusive Proposal Certification
- Acknowledgment by Proposer
- Sample Pricing Pages
- Non-Proposer's Response

REQUEST FOR PROPOSALS

1. GENERAL CONDITIONS

These Proposal Documents shall be incorporated into and made a part of the Contract awarded by the Waterford Public Schools.

1.1 DEFINITIONS

- “Addenda” - written instruments issued by the Board, or its agent, prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- “Bid” or “Proposal” or “Proposals” - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Proposal Documents. Throughout this document, “Bid” or “Proposal” or “Proposals” will be interchangeable.
- “Bidder” or “Proposer” - any individual, company, or corporation or other entity submitting its Proposal, and qualified consistent with the Proposal Documents.
- “Proposal Documents” - Includes the Notice to Proposers, Instructions to Proposers, Request for Proposals, the Proposal forms, all appendices and proposal and contract forms attached hereto, and all Addenda issued prior to receipt of proposals.
- “Board” - the Board of Education of the Town of Waterford, Connecticut.
- “Contract” - the Contract executed by the Board and the Contractor to provide the transportation services described in the Proposal Documents.
- “Contractor” - the Successful Proposer that executes the Contract with the Board.
- “Dead Head Mileage” - Mileage to and from the contractor’s location(s) that is not considered part of the District’s bus routes or trips for time or mileage payments.
- “Drop and pick” - A process of having a bus take a trip or team to a destination site, and then departing with the same or another bus returning to the site to pick up the trip or team.
- “He/she/it, him/her/it” - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her and it.

- “School Day” - definition of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student in the P.M. Specific “live hours” for the purposes of this contract, and payment, are described herein.
- “School District” or “District” - means the Board.
- “School Year” - The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- “Specification” - description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- “Successful Proposer” - any Proposer to whom the Contract is awarded by the Board.
- “Town” - the Town of Waterford, Connecticut.

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of proposal opening will be given in the Notice to Proposers. All proposals must be submitted by this time and date, regardless of whether the District is “open” due to weather conditions.
- 2.1.2 All proposals must be submitted on and in accordance with forms provided with the Proposal Documents. All proposals must include, as a minimum, the required information as detailed in the Proposal Documents.
- 2.1.3 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. *Although the Proposer is required to submit their pricing information utilizing the Excel input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Proposer shall be the official price submission.* The Waterford Public Schools reserves the right to interpret figures where lack of clarity of submission requires such action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates must have a proposal submitted.

- 2.1.5 Proposals may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the Proposal Documents. A determination as to the impact of any proposed change is in the sole determination of the Board.

In case of any ambiguity, inconsistency, or error in any of the Proposal Documents or of a conflict between the provision of a Proposal Document and provisions of a State or Federal Law or regulation, the Proposer is required to draw such matter to the attention of the Waterford Public Schools before he submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the District, her/his proposal will be interpreted by the Waterford Public Schools, and any such interpretation shall be binding on Proposer.

- 2.1.6 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 the corporate seal, if any, 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 District.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the District 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.

- 2.1.7 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 these Proposal Documents. Upon request of the Waterford Public Schools, 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.

- 2.1.8 Submissions with Proposal:

- 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. This information should be included in Section #2 of the Proposal binder.

- b) The Proposer must provide proof, along with the completed proposal package, that he 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 Waterford Public School District and the Town of Waterford as an 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 coverage must, of course, meet or exceed the required levels in the proposal specifications. This information should be included in Section #7 of the Proposal binder.
- c) The Proposer must submit, with the proposal, proof that the Proposer can furnish a Performance Bond for the performance of the Contract should the Board decide to accept the Performance Bond Alternate (Section 5.3). 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 District selects the Performance Bond alternate. A determination on the acceptance of the Performance Bond alternate rests solely with the District. This information should be included in Section #7 of the Proposal binder.

2.1.9 In order to provide the required services envisioned in the Contract, Contractors must have a sufficient number of competent, trained driving personnel and bus aides. Proposers shall submit descriptions of their driver and bus aide recruitment programs, including *typical* wage and benefit information. For each district provided as a reference in compliance with Section 2.1.8(a) above, Proposer shall provide an employment profile including at least the number of daily drivers and bus aides required, the actual number of drivers and bus aides employed, a description of targeted recruitment programs and driver/bus aide training programs, and information on the scheduling process for proficiency testing. The District is particularly interested in the approach(es) that would be undertaken by the Proposer to meet the employment and staffing requirements of this transportation system. The information provided will be an important consideration in the District's review of the Proposal. This information should be included in Section #8 of the Proposal binder.

2.1.10 All information required in the Proposal Documents, in connection with each item against which a proposal is submitted, must be provided, to constitute an acceptable proposal.

2.1.11 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications in the Proposal Documents may constitute sufficient grounds for rejection of proposal.

2.1.12 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.

- 2.1.13 No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 2.1.14 All proposals received after the time stated in the Notice to Proposers will not be considered and 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 Waterford Public Schools. 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 WATERFORD PUBLIC SCHOOLS 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 AND/OR TOWN OF WATERFORD EVEN IF SUCH PROPOSAL IS NOT THE LOW COST PROPOSAL.

- 2.1.15 The submission of a proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with the Proposal Documents. The submission of a proposal will also mean that the Proposer is fully informed as to the laws, rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Connecticut and the Waterford Public Schools, and that the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.
- 2.1.16 All proposals must be sealed and must be submitted in a plain opaque box. All proposals must be addressed to the Waterford Public Schools. The proposal label must be clearly marked "RFP #12-100 Student Transportation Proposal". Also the date and time of the proposal opening as indicated on the Notice to Proposers must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the proposals will become the property of the District and will not be returned.

2.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

- 2.2.1 The Proposer shall submit a completed Non-Collusive Bidding Certification attached as a schedule to these Proposal Documents.
- 2.2.2 Qualifications of Proposers: The work and services described in the Proposal Documents include the performance of activities directly affecting the safety of the students served by the District and the public generally. The District may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract(s), and the Proposer shall furnish the District with all such information for this purpose as the District may request. **If, in the**

sole opinion of the District, the Proposer is not properly qualified or responsible to perform any obligations of the Contract proposal, the District reserves the right to reject its proposal.

The Waterford Public Schools reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the Waterford Public Schools 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. The Proposer is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Proposer must possess and demonstrate knowledge and capabilities to satisfy all Connecticut Department of Motor Vehicles rules, regulations, and vehicle inspection requirements, in addition to all federal, state and local laws, rules and regulations relating to transportation.
- 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. This information is to be included in Section #2 of the Proposal binder.
- c) A detailed description of the Proposer's driver and bus aide recruitment program, including specific efforts that will be used to recruit qualified personnel in Waterford must be provided. As a part of this submittal, a description of the process that will be used to meet the hiring considerations as detailed in Section 4.6 must be provided. This information is to be included in Section #8 of the Proposal binder.
- d) Proposer must include a brief résumé summarizing the experience and qualifications of the terminal 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), dispatcher(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 terminal manager as well as each of the other site managers that will be directly involved in the performance of this contract. As part of the job description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with

a detailed understanding of responsibilities and accountability relative to the District's transportation program.

An organizational chart is to be provided showing the relationship of the various management positions within the terminal that will provide services to the District. Please provide an additional organizational chart showing the terminal 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. Please provide contact information (phone; email) for the person in the organization that will directly oversee the Terminal Manager, or similar title, for the Waterford terminal.

This information is to be included in Section #2 of the Proposal binder.

- e) 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 and bus aides including specialized training for wheelchair certified drivers; accident reduction programs; vehicle maintenance and inspection programs; training and use of computerized fleet maintenance, management, and routing systems; and student safety programs. This information is to be included in Section #8 of the Proposal binder.
- f) The Board's preference is for one Contractor to provide all buses to meet the program needs. To that end, the Proposer shall provide its fleet profile (years and/or mileage; vehicle features) for vehicles in the categories appropriate to the contract(s) being considered by the Proposer. The Waterford Public Schools requires the following as a minimum:
- 71 passenger buses: 6 year average age with no regularly scheduled route bus older than 9 years and no spare bus older than 10 years;
 - Less than 48 passenger buses: 5 year average age with no regularly scheduled route bus or spare bus older than 8 years;
 - All vehicles used to transport Special Education students must be air conditioned.

This information is to be included in Section #5 of the Proposal binder.

- g) A detailed list of terminated contracts over the last three years in Connecticut, except those contracts lost as a result of the proposal/bidding process. This information is to be included in Section #2 of the Proposal binder.
- h) Information identifying any pending, threatened and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the Proposer must be provided with the proposal. If the Proposer deems such legal actions not to be material, and consistent with the normal course of business, a statement to this effect must be submitted by an authorized representative of the Proposer. The School District reserves the right to request additional information about any pending legal actions, whether disclosed in this submittal or not. This information is to be included in Section #4 of the Proposal binder.

- i) 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 School District reserves the right to reject any proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the proposal. This information is to be included in Section #4 of the Proposal binder.
- j) 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. This information must be submitted with the proposal. This information is to be included in Section #4 of the Proposal binder.

2.2.3 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. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Proposer should submit financial statements of the affiliates, updated interim financial reports, and parent and cross-corporate guarantees indicating that the affiliates and the Proposer will be held financially responsible for the Proposer and his/her operations.

Pursuant to Section 2.1.6, if any related entities or companies provide services, vehicles or assets in the performance of this Contract, the Proposer certifies through this submission that these entities or companies will provide parent and/or cross-guarantee performance, and that all entities or companies shall be bound by the Terms and Conditions of this Contract.

The purpose here is to determine whether the Proposer is clearly in a financial position to take on and operate a bus contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially capable of performing this contract. If the financial statements do not supply that information then the Proposer must include other documents that will provide this proof. The District may have the financial data analyzed by its independent auditor or such other financial advisor as determined by the Waterford Public Schools. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this contract, the District has the right to reject the proposal.

2.3 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 Waterford Public Schools, Mr. Ronald Melnik, Director of Finance and Operations; 15 Rope Ferry Road, Waterford, Connecticut 06385, or RMelnik@waterfordschools.org, not later than seven (7) calendar days prior to the date fixed for the opening of proposals. 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. All addenda so issued shall be sent by certified mail, return receipt requested, by fax with receipt acknowledged, or by electronic mail (email) with receipt acknowledged, and shall become a part of 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.

3. AWARD

3.1 AWARD PERIOD

The Waterford Public Schools will endeavor to make an award within ninety (90) days after the date of the proposal opening, and all proposals shall remain firm during that time period. The Waterford Public Schools further reserves the right to make awards following this initial ninety (90) day period to any Proposer who has not provided written notice to the District that its proposal has been withdrawn.

The District will evaluate every written proposal submitted and reserves to themselves the right to be the sole judge of which proposal(s) best meets the needs of the District. Prior to the award of the contract(s) and during the course of the contract(s), the District reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer to the District. As stated herein, the District 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.

3.2 TRANSPORTATION PROGRAM

3.2.1 The Contract will be awarded for a period of five (5) years, 2012-2013 (7/1/12-6/30/13) school year through 2016-2017 (7/1/16-6/30/17) school year. The Contract will include public and non-public school home-to-school transportation, early and late public and non-public services, certain special education transportation, summer transportation, and certain extra-curricular services including field and athletic trips.

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".

3.2.2 The Contract(s) will be awarded based upon a review by the Waterford Public Schools of all elements of the proposal submitted, including mandatory and voluntary categories of information, and requested alternates. Given the nature of the services, the Waterford Public Schools reserves the right to award certain ancillary or specialized services (Special Education runs; sports trips) to multiple contractors.

At the present time (2011-2012), the District provides the following services:

Quantity	Description
23	Type I (71-72 passenger)
6	Type II (20 passenger) with air conditioning
3	Type II with minimum 2 position wheelchair and air conditioning

Home-to-School (Public and Special Education) and Summer Transportation

The School 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. The Contractor shall not modify or adjust the vehicle capacities serving the District without the prior approval of the District.

For home-to-school transportation, the pricing system used in this contract is based upon the length of day the specific vehicle is in use on behalf of the Waterford Public Schools. The daily usage shall be determined based upon the scheduled run length as determined by the District where the bus is in direct service to the District. *The daily usage shall be based upon "live" run times which are defined throughout this specification as portal-to-portal from and to the District-provided terminal.* The run times do not include pre or post trip times.

Times between schools during an AM or PM run package shall be considered live time and shall become part of the scheduled day for payment purposes. All run times shall be determined by the District. The total time for the day shall determine the pricing level for that bus (4 hours, 5 hours, or 6 hours based upon the rates submitted). Run times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex. 4 hours and 10 minutes would be paid for 4.25 hours while 4 hours and 35 minutes would be rounded to 4.5 hours). Quarter hour rates would be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate which would then be added to lower hourly rate. For example, to calculate the rate for 4.25 hours, the 4 hour rate would be subtracted from the 5 hour rate with the resulting difference divided by 4 and then added to the four hour rate. (If the 4 hour rate is \$200, and the 5 hour rate is \$240, the difference is \$40 which would be divided by 4 to arrive at \$10 which would make the rate for a 4.25 hour bus to be \$210.) Times in excess of the 6 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

Detailed information on the run times will be distributed by the District at the mandatory pre-proposal meeting.

Whenever necessary, compensated times will be determined by the District based upon trial runs or computer designed schedules. Once the runs are established at the beginning of the school year, unless there are material changes in route length (15 minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to run times and payments will be determined by the District.

During the term of the contract, the District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal and at run times as determined by the District.

Late runs would be based upon a 30 minute (1/2 hour) guarantee unless the late runs are operated contiguous to regular school runs. "Contiguous" is defined as within 30 minutes of a scheduled run. Time between the end of the regular run, and beginning of a contiguous late run, would be considered compensated time. If a late run is operated under the contiguous time definition, the length of the run will be added to the AM and PM run times to determine a total length of day for billing. Late runs that are operated later than the 30 minute contiguous time definition shall begin at the scheduled pick-up time at the school building, and shall end upon the discharge of the last student. The Contractor shall maintain sufficient documentation to support the time-based billing issued to the District. The District reserves the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School District. Prior to the initiation of any run, the District will notify the Contractor of the time allocation and approved payment basis for the run. The District currently operates an early dismissal at the Friendship School on Wednesday. Detailed information the timing and scope of these runs will be provided. Payment for these early dismissals will be consistent with Late run payment procedures.

Information on current scheduled late runs or early dismissals will be provided at the mandatory pre-proposal meeting.

Shuttle runs would be guaranteed 30 minutes (1/2 hour) unless the shuttle begins or ends contiguous to a daily route. "Contiguous" for the purposes of this definition would be considered 30 minutes or less. For example, a shuttle that begins at 1:15 and ends at 2:30, and then transitions into a PM route that begins at 2:45 and ends at 4:00 would be considered one PM route with a run length of 2 hours and 45 minutes.

The District is requiring that the Contractor provide bus aides on runs designated by the District. The length of day for payment for these bus aide services shall coincide with the length of day payment for the bus runs where the bus aides are assigned.

For billing purposes, any run times that are in excess of 6 hours per day will be billed at the excess hourly rate as shown in the Form of Proposal. This excess hourly rate is based upon route times, and shall be billed in 15-minute intervals, rounded to the nearest quarter-hour. This excess time shall be established by the District in similar fashion to the run lengths determined for the base length of day. For example, a run length of 6 hours and 40 minutes would be billed at the 6 hour rate, plus 75% of the Excess Hourly Rate.

Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted. Contractor's billing must reflect these changes, and all such changes must be approved in advance by the District. If unusual bus usage situations 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.

The District currently operates approximately 6 Type II vehicles for special education services during the summer. The pricing for these summer runs shall be consistent with the terms and conditions as detailed in this section. Additional operating details about the summer runs will be provided by the District at the mandatory pre-proposal meeting.

The Town of Waterford may choose to contract for vehicles for their summer programs. These buses will be provided to the Town at the same rates as provided to the District under the Contract, with an adjustment to the price to reflect the Contractor's provision of fuel, pursuant to a separate contract between the Town and the Contractor.

Field and Sports Trips

The District is requesting pricing for Field and Sports trips based upon a rate per hour, plus a rate per mile for "out-of-District" trips that exceed 50 round-trip miles. For field or sports trips that are considered "in-District", the District will guarantee one (1) hour of billing at the driving time rate. For field or sports trips that are "out-of-District", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Form of Proposal. Mileage and billable time will be based upon a round trip from the District's Transportation Facility, and will be paid for only those miles that exceed 50 round-trip miles.

Field trip pricing will be differentiated based upon the time of day. Prices are being requested for trips that occur during the school day, and for trips that occur before AM runs, or after the PM runs or on non-school days.

Pricing is being requested based on the defined capacity and features of the vehicles. Should the District specifically request a Type II vehicle, and should a Type I bus be utilized by the Contractor due to a decision made by the Contractor, the District will be invoiced at the Type II rate.

The District may conduct some "drop and pick" field or sports trips. These are only to be done at the specific request of the District. Should a "drop and pick" be requested, the Contractor would be reimbursed for all necessary tolls both during the live runs and deadhead runs. Additionally, driving time will be based upon the scheduled time for departure in the District to return to the Transportation facility. For the "pick-up" portion of the trip, the time will be from the transportation center to the pick-up point and back to the transportation center. For "drop and pick" runs, the driving time paid will be total driving time for both sections of the run with the total driving time being at least one hour of driving time.

In the event that a field or sports trip is not cancelled by the District with at least one (1) hour of notice provided to the Contractor, and if the Contractor can demonstrate to the satisfaction of the District that he/she incurred labor costs due to the late cancellation, then the District will pay the Contractor a cancellation fee of \$35.00.

Fuel will be provided to the Contractor by the District consistent with Section 8.7.4.

All departments in the Town of Waterford will be entitled to contract for field trip services at the rates agreed to pursuant to the Contract (with the exception of a fuel adjustment), in the appropriate category, via separate contracts with those departments. The District will not provide fuel for services provided to non-District operations.

3.3 PROPOSAL SUBMISSIONS:

- 3.3.1 Once the District receives proposals, a Transportation Proposal Review Committee will review each element of the submission. In order to clarify certain elements of a Proposal, or in an effort to modify certain elements in order to better meet the District's needs, the Review Committee may meet with one or more Proposers to discuss their Proposals. Any changes to the Proposals that are agreed to by the Proposer will be placed in writing and acknowledged by the Proposer, and will then serve as both a formal modification to the original Proposal and as the basis for any Contract(s) awards.
- 3.3.2 No cash discount may be offered or quoted by any Proposer, except as noted in Section 5.2 for the District's pre-payment of the estimated contract costs.

4. AWARD OF CONTRACT

- 4.1 Each proposal will be received with the understanding that its acceptance, in writing, by the School District, approved 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 made pursuant to Section 3.3.1, shall be incorporated into and made a part of the Contract.
- 4.2 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.
- 4.3 These specifications are intended to provide for school bus services for the transportation of students for the Waterford Public Schools for the 2012-2013 (July 1, 2012-June 30, 2013) school year through the 2016-2017 (July 1, 2016-June 30, 2017) 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 2011-2012 school year which are on file with the School District and available upon request.
- 4.4 Proposer will be required to furnish, at its expense, a proposal bond or certified check in the amount of five percent (5%) of the Proposer's proposed price for the first year of the contract. The surety company issuing the proposal bond must be rated as a "secure" carrier in the current edition of A.M. Best's *Insurance Guide*.

The Proposal Bond or certified check will be deposited with the Waterford Public Schools as a guarantee that the Contract will be signed and delivered by the Successful Proposer, and in default thereof, the amount of such check or proposal bond shall be retained by the Board as liquidated damages on account of such default.

- 4.5 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. This information is to be included in Section #7 of the Proposal binder.
- 4.6 To the best of our knowledge, the Board's current transportation services are being provided by employees represented for purposes of collective bargaining by the Service Employees International Union (SEIU), Local 760. The Board acknowledges that current employees of the existing contractor working in the Town have unique knowledge and experience for their positions and the

successful Proposer should take into account these attributes in making its hiring decisions, if such current employees apply for employment with the successful Proposer. The Board recognizes and respects that any person hired by successful Proposer must meet its employment requirements. Should the successful Proposer request, the School District will facilitate setting up interviews with current employees.

- 4.7 The Proposer shall include information in the proposal about the process that will be utilized to provide Manager and Dispatcher coverage for athletic and field trips that occur after 5:00 pm or on non-school days. This information is to be included in Section #8 of the Proposal binder.
- 4.8 The Proposer shall provide specific information on the person(s) that will provide safety and driver training to the staff serving the Waterford Public Schools. This information is to be included in Section #8 of the Proposal binder.
- 4.9 As a part of the submission required with this Proposal, the Proposer shall submit to the School District a copy of its dress code applicable to drivers and aides. This information is to be included in Section #8 of the Proposal binder.
- 4.10 Proposers are required to provide with their Proposal, in the form of Appendix B, the vehicle identification number (if known), year, body manufacturer, chassis manufacturer, student seating capacity, and fuel type of each vehicle proposed to be utilized during the initial year of the Contract. If vehicles are to be purchased to fulfill the Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the proposal. This information is to be included in Section #5 of the Proposal binder.
- 4.11 In the event the successful Proposer is not the incumbent contractor, the successful Proposer shall submit a Transition Plan to the School District within ten (10) calendar days after being notified that it will be awarded the contract. Such Transition Plan must be approved by the School District prior to any formal award by the Board of Education. It must include, at a minimum, a plan for hiring of personnel; securing vehicles; development of the necessary maintenance location(s); implementation of routing capabilities (VersaTrans); and the procedures and time line(s) for the continuation of the existing program. The Transition Plan will contain information of what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. While the School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the successful Proposer.
- 4.12 The Proposer will provide details on the proposed site(s) to be used to *maintain* the required bus fleet. Specific information on facility address and the maintenance facilities must be included with the Proposal. If the proposed site(s) are not currently under the control of the Proposer (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted. The District reserves the right to inspect the facility prior to the award of a contract, and periodically during the term of the contract.

The Waterford Public Schools would prefer that the maintenance facility be located within the Town of Waterford. However, if a suitable site is not available in the Town, specific information about an alternative site must be provided pursuant to this section in order to allow the District the ability to evaluate the suitability of the deadhead travel. The District will not reimburse the Contractor for any operating time, or fuel, resulting from any deadhead miles.

- 4.13 The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the School District which shall contain such other further additional provisions that the Board deems necessary. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of Education. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one (21) days after it received notice of the acceptance of its proposal, shall forfeit to the Board, as liquidated damages for such failure of refusal, the check or proposal bond.

5. ALTERNATES

The School 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 School District will be solely at the discretion of the School District. It is important to note that if the Contractor fails to submit a response to one or more of the Alternates requested, the School District may reject the Contractor's proposal. If accepted by the Board, such alternate or alternates will become part of the Contract.

5.1 Global Positioning System (GPS)

The District is interested in receiving a cost from the Proposer for the installation and operation of a GPS system that would integrate with the required VersaTrans routing software, and which would provide the District with access to the GPS data at the District's offices. The Proposer will provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. 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 (not less than 50%) 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.

Included in the GPS system would be the necessary software module(s) to allow integration into the VersaTrans software. The Contractor would be responsible for providing this software to the District.

5.2 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 at dates established by the District 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, 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. Should the pre-payment discount be accepted by the District, prior to the end of the payment period the District and the Contractor shall determine any additional charges, or credits, that should apply and the proper adjustments shall be made prior to the end of the current school year.

5.3 PERFORMANCE BOND

The Contractor 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 the Contract. 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 Board, 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 this Contract at the sole discretion of the District. **Proof of bondability must be submitted with the proposal.**

A determination on the acceptance of the Performance Bond, ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

5.4 FIELD AND ATHLETIC TRIPS WITHIN DESIGNATED COUNTIES

The District would like a *fixed annual price* for the provision of up to a maximum of 200 field and athletic trips within the counties of New London, Windham, Middlesex, and Hartford between the hours of 6:00 am and 6:00 pm. Trips would be operated utilizing a Type I bus. All field and athletic trips outside of the above stated counties, or exceeding the 200 annual trips, would be billed according to Section 3.2 of these specifications.

6. GUARANTEES BY THE CONTRACTOR

6.1 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 in advance by the District's written order.

6.2 All material, services, and workmanship shall be subject to inspection, examination and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the District.

The District reserves the right to reject all material, supplies and workmanship that does not meet its standards.

6.3 The Contractor represents, warrants and guarantees:

6.3.1 That 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.

- 6.3.2 That Contractor shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the Contract. That it shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to the District Office no later than 30 days prior to the initiation of each Contract year.
- 6.3.3 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 School District.
- 6.3.4 That it will comply with the Occupational Safety and Health Act (“OSHA”) and the “Toxic Substances Act” (“Right To Know Act”) with respect to all operations or activities on School District premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 6.3.5 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 6.3.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, country of national origin, age, disability, sexual orientation, or marital status.
- 6.3.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.
- 6.3.8 The Contractor will comply with all provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that Contractor will comply with the Drug and Alcohol Testing Policy of the District.
- 6.3.9 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 Waterford Public Schools.
- 6.3.10 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Waterford Public Schools, unless otherwise specifically designated by the District. In

certain instances the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

7. PAYMENTS

- 7.1 The acceptance by the Contractor of the last payment of the contract term shall be and hereby is a release to the District 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 District and others relating to or arising out of this work.
- 7.2 Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- 7.3 The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.
- 7.4 The Contract shall be contingent upon appropriation by the Town of Waterford of funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year.
- 7.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format, and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed and the Contractor agrees to submit the invoices utilizing the electronic format. 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 District.

Billing for trips provided to individual school buildings, or athletics, shall be submitted directly to the school building or athletic department.

The Contract price payable for each vehicle used in providing services under this Contract is detailed in the Form of Proposal for Transportation Services, which is attached hereto and incorporated herein. The number of Vehicles needed under this Contract will vary. Unless specifically authorized, under no circumstances is Contractor authorized to charge any overtime to the Board.

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 District 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. No payment will be made for buses that are scheduled to operate but

that fail to provide services due to mechanical problems, driver or bus aide shortages, or similar operating issues that are deemed by the District to be under the control of the Contractor.

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 District on a route by route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

8. SPECIFICATIONS

8.1 SCOPE

The Contractor shall provide school bus services for the transportation of students for the Waterford Public Schools for the 2012-2013 (7/1/2012-6/30/2013) school year through the 2016-2017 (7/1/2016-6/30/2017) school year.

The Transportation Program varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. The Contractor shall provide the necessary vehicles.

The Contractor agrees that it will transport to and from the Waterford Public Schools 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, bus aides, equipment, and other services required to transport all Students to and from the Waterford Public Schools and other designated institutions.

The specifics of the Transportation Program are contained in Section 3.2 of the Proposal Documents, Appendix "A", and such other information as may be provided at the pre-proposal meeting.

The Districts reserves the right to hire other transportation providers to provide certain special education and extra-curricular services. The Contractor also agrees to work with the District if the District and neighboring boards or towns enter into cooperative agreements for certain transportation routes outside of town.

8.2 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.

8.3 INDEMNIFICATION

The Contractor shall indemnify and hold the Board, the Town and their 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 the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

8.4 INSURANCE

The Contractor shall provide the following insurance:

8.4.1 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.

8.4.2 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.

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

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 Waterford Board of Education, Town of Waterford and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

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 Waterford Board of Education, Town of Waterford 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) \$10,000,000 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 Waterford Board of Education, Town of Waterford and any of their respective public officials, agents and employees must be included.
- f) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Waterford Board of Education, Town of Waterford 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.

8.4.3 Said policy or policies shall be primary to any policies of insurance available to the District.

The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

8.4.4 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.

8.4.5 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 Waterford Public Schools 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.

8.4.6 All insurance 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.

8.4.7 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.

8.5 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the Contract by the Waterford Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of 3 years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

8.6 TERM

The term of the Contract shall be for a five (5) year period, beginning 7/1/2012, and ending with the 2016-2017 school year (June 30, 2017).

8.7 CONTRACTOR'S RESPONSIBILITIES

8.7.1 Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, bus aides, 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 Board of Education policy.

8.7.1.1 It is recognized that for the protection of the children, drivers, bus aides and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus or serve as a bus aide whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus aide who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. All drivers and bus aides must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

8.7.1.2 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, bus driver, or bus aide.

The Board reserves the right, in the exercise of its sound discretion, to reject drivers or bus aides, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers or aides shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain bus aides, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

8.7.1.3 Terminal Staffing:

Terminal Manager: A “Terminal Manager (or similar function/title)” will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District’s Superintendent of Schools or designee. Said Manager also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State of Connecticut purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day’s hours of service, and for meetings with representatives of the District. The Manager shall be available by phone 2 ½ hours prior to the first AM run for emergency contacts from the District. The Manager is required to meet all State regulations and training requirements.

The Terminal Manager is precluded from any bus driver duties, driving any bus, serving as a bus aide, and/or bus maintenance functions. Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 5:00 P.M. when school is in session. The Terminal Manager must be located at the transportation facility servicing the Waterford Public Schools.

Dispatcher(s): A “Dispatcher” function shall exist within the terminal with said position staffed from 5:30 am to 5:00 pm on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be

responsible for maintaining services and facilities each day until the District is so notified.

The Contractor will have in place a designated “hot-line” telephone number that can be utilized by District personnel only for emergency contact with the terminal. The Contractor must also provide a cell phone for the terminal for use during any power outages. The dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public. The cost of all phone services shall be the responsibility of the Contractor.

The Dispatcher(s) shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District.

Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the Waterford Public Schools through a safety supervisor.

Other Employees: The above detailed employees shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. It is the Contractor’s responsibility to determine what additional employees may be required to meet the program needs.

Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Proposer is requested to provide a detailed explanation of their proposed terminal staffing with their Proposal. The District will utilize this information as a part of the proposal evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract.

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District’s transportation program.

Details on the terminal staffing shall be included in Section #8 of the Proposal binder.

- 8.7.1.4 All office staff, drivers and bus aides provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way. All bus drivers and bus aides must wear photo identification tags provided by the Contractor whenever they come in contact with students or school building personnel while working in their assigned tasks.

8.7.1.5 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver and bus aide employment and bus operation, and Board of Education policies and regulations.

8.7.1.6 Each driver and bus aide performing services pursuant to the Contract shall be involved in all safety programs which are or may be required by the laws, rules and regulations of the State of Connecticut. Additionally, the Waterford Public Schools requires that all drivers attend monthly training meetings during the school year. The District's Transportation Coordinator reserves the right to attend any of these mandated monthly meetings.

The District reserves the right to provide specialized training with the cost of said training borne by the District, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

8.7.1.7 The physical examinations of drivers or bus aides shall be at the employee's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers and aides must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver or aide performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the District's Superintendent of Schools, or designee, in writing on the forms prescribed by the District. The District reserves the right to have its doctor examine anyone providing service under this Contract with the cost of such examination at District expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations. The Contractor will submit proof of drug testing to the Waterford Public Schools for each employee prior to their driving buses in its transportation system.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

8.7.1.8 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 and 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, and the reason therefore. 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 and addresses of all regular and substitute bus aides employed to provide the services required hereunder, and said list shall be updated by the Contractor by

adding or deleting such information regarding any such bus aide hired or terminated after that date, and the reason therefore. Said updated notices shall be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Waterford Public Schools. No other drivers or bus aides 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 or aide.

- 8.7.1.9 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties, or absenteeism, to maintain and provide the services which are required under this Contract. The Contractor shall provide attendance information to the District upon request. The stand-by drivers must be experienced in the Town of Waterford.

In order to ensure continuity in the provision of services, and in order to reduce student discipline issues, drivers assigned to AM and/or PM runs are prohibited from leaving these assigned runs to perform optional field or sports trips. The District believes that the best transportation programs exist where the same drivers are on the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements or procedures which violate this District mandate.

- 8.7.1.10 The Contractor shall be responsible for providing practice and instruction to the drivers and aides 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.

- 8.7.1.11 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. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.

- 8.7.1.12 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No kindergarten children, or in-District special education students, are to be released without supervision. If there is no one to meet the child, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

- 8.7.1.13 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking is allowed on the buses,

or on school property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages or illegal intoxicants shall be allowed at the bus terminal. The Waterford Public Schools has a "drug free zone" policy on school property.

- 8.7.1.14 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.
- 8.7.1.15 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.
- 8.7.1.16 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.9, the terminal is required to have access to the routing software (VersaTrans). The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.
- 8.7.1.17 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.
- 8.7.1.18 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

8.7.2 Vehicles

- 8.7.2.1 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. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates 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, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to insure that the spare vehicle can respond to a vehicle need within 20 minutes. Stand-by drivers must be available to operate these vehicles.

- a) The 2011-12 program is operating with the following buses:

Home-to-School (Public, Non-Public, Special Education) program:

23 - Type I buses (71-72 passenger)

6 - Type II buses (20 passenger, air conditioned)

3 - Type II buses with minimum of 2 wheelchair positions, air conditioned

All Type II vehicles providing services to special education students must be air conditioned

- b) The Waterford Public Schools requires the following fleet age profile:

- 48-72 passenger buses: 6 year average age with no regularly scheduled route bus older than 9 years and no spare bus older than 10 years;
- Less than 48 passenger buses: 5 year average age with no regularly scheduled route bus or spare bus older than 8 years.

Failure to maintain the stipulated age requirements during the contract life shall be considered a default under the Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2007 chassis year, at the beginning of this contract period (7/1/12) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide the District 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) are required on all vehicles. All new buses provided at the initiation of the contract, or during the term of the contract, must be equipped with strobe lights.

- 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. No vehicles shall be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

The Contractor will provide the District’s Transportation Office with a hand held bus radio tied to the Contractor’s frequency.

- e) All buses with a model year of 2011 or newer (with the exception of wheelchair vehicles) must be equipped with integrated child seats in the first three rows. Each seat will have two (2) integrated seats for a total of twelve (12). Seats must conform to FMVSS 213 requirements for child

seats as well as all other applicable FMVSS requirements for school bus seats at the time of installation.

All buses provided under this contract must be equipped with seat belts if required by law.

All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie-downs and one over the shoulder restraint. The list of equipment on the buses will be considered in the proposal evaluation process. This information is to be included in Section #5 of the Proposal binder.

- f) 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, or on magnetic signs prominently displayed on the vehicle. Spare vehicles must have a system to allow the proper identification when providing services on a route. All buses must be identified with signs reading “Waterford Public Schools” located on both sides of the vehicles. Buses may not be used for other programs without the District’s prior approval.
- g) All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits. Each bus must be have an exterior bus washing at a minimum of once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the District reserves the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the District or such other regulatory authority.
- h) Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior knowledge and approval of the District, drivers may transport up to two (2) of their own pre-school children however no child shall be less than one year of age. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required shall be the responsibility of the Contractor. The District reserves the right to withdraw approval if the driver benefit interferes with the provision of safe and effective services to District students. Such determination rests solely with the District.
- i) All buses shall be equipped with a digital video system with a minimum of two cameras per vehicle with audio capture feature. The Contractor shall also make available software for viewing, playback and event searching by

District personnel. All camera use and video viewing shall be consistent with the policies and procedures as established by the District. The Contractor shall include in their bid package, in Section #5 (Fleet), specific information about the camera system that will be provided. The District envisions a camera system similar to the Seon Trooper TL2 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the District.

- j) The District has requested as an alternate the provision of a GPS system. If the District chooses this alternate, the Global Positioning System (GPS) (Zonar or approved equivalent) with advanced stop arm and door opening alerts shall be operational on every bus. The Contractor shall include in their proposal package, in Section #5 (Fleet), details on the specific GPS systems to be utilized. The GPS data must be made available in a format compatible with the VersaTrans OnScreen product. The contractor shall be responsible to provide a daily listing to the district of the particular asset (bus) assigned to do each route.
- k) The Superintendent or his/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.
- l) Contractor shall install and operate a system of “drop-down” chains on the rear tires of all Type I and Type II school buses, which will be utilized in inclement weather.

8.7.2.2 The Contractor shall provide prior to the start of each year of the Contract, in the form of Appendix B, the Contractor’s vehicle identification number, year, body manufacturer, chassis manufacturer, student seating capacity, and fuel type of each vehicle to be utilized during the Contract year.

8.7.2.3 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.

8.7.3 Facilities

8.7.3.1 For the duration of the Contract, including any extensions or renewals, the Board shall provide, for Contractor’s use solely for performing services under the Contract, a bus parking area, staff parking area, and an office area (2 offices; general work room; restroom) at no cost to the Contractor at the Board’s garage located at 1000 Hartford Road in the Town of Waterford. The garage is provided with the understanding that only school buses, vans, and service vehicles utilized by the Contractor in performance with the Contract are to be parked on Board property.

The Contractor is responsible for the provision of a maintenance facility to perform the required maintenance on the buses. The District-provided facility does not include any maintenance areas.

At its own expense, the Contractor shall keep the parking area allocated for its use, and the office area clean and in good condition, and use the premises in accordance with applicable laws, ordinances, rules, regulations, and requirements of governmental authorities. The Contractor shall be responsible for the security and safety of the vehicles. Contractor shall permit no waste, damage, or injury to the premises excepting normal wear and tear. Minor maintenance occasioned by the use of the premises by the Contractor shall be paid by the Contractor. The Board shall be responsible for the major repair and/or replacement of any buildings, fixtures or other improvements on the premises (excluding Contractor's trade fixtures), except to the extent such repair or replacement is occasioned by the negligence or willful misconduct of the Contractor, its agents or employees.

On days when snow removal or repairs (including maintenance services) are required to the parking area of the Board provided garage, it is the responsibility of the Contractor, at its cost, to have personnel available to move the buses in order to expedite the snow removal or parking area repairs. The Board shall be responsible for snow removal.

The Board shall also maintain all fuel storage tanks located on the premises, in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities, except to the extent repairs or other remedial acts are occasioned by the negligence or willful misconduct of the Contractor, its agents, or employees.

The Contractor will insure or self insure its own equipment, materials, and supplies stored on the premises against the loss through fire, vandalism, and theft. Furthermore, the Board will not be responsible for the loss by fire, vandalism, or theft of any personal items of the Contractor's employees that are stored or used in the Board's garage.

- 8.7.3.2 Any real property taxes, including special assessments in the nature of permanent improvements to the property, shall be the responsibility of the Board. Contractor shall pay all motor vehicle, personal, excise, sales, use and other taxes or assessments with respect to Contractor's vehicles, equipment, personal property and business operations on the premises prior to same becoming delinquent. All vehicles will be registered in the Town of Waterford and applicable taxes on the assets shall be paid to the Town of Waterford.
- 8.7.3.3 When not operating in service to the Board or removed for maintenance service at another location, all vehicles being used to provide services under the Contract shall be parked at the bus garage in Waterford and be subject to the control and supervision of the Contractor. Buses shall not be parked at private residences or any other locations in the Town of Waterford except at the bus garage.
- 8.7.3.4 The Board shall retain primary use of the garage and parking facilities for the service and storage of Board and Town vehicles such as vehicles for administrative use, driver

education cars, buildings and grounds maintenance machinery and equipment, consistent with the Contractor's use of the premises.

8.7.4 Fuel

The District provision of fuel would operate under the following parameters:

8.7.4.1 The Board of Education will furnish the Contractor, without charge, with the fuel necessary for the performance of the transportation required by Waterford Public School's Transportation Program. The amount furnished will be limited to the amount actually used in the performance of the Contract, or to:

one (1) gallon of diesel for each five (5) route miles for Type I buses, or

one (1) gallon of diesel for each ten (10) route miles for Type II vehicles, or

one (1) gallon of gasoline for each fifteen (15) route miles for Type II vehicles.

The fuel utilized for the operation of the vehicles used in the performance of service under the Contract by Contractor shall be provided by the District at the Town of Waterford fueling station. The Contractor will be provided electronic access cards for each vehicle that will track usage. The Contractor is responsible for the cost of replacement for any cards lost or damaged by the Contractor or its employees.

8.7.4.2 For the purposes of the calculation of allowable miles for the allocation of fuel, the regular daily transportation Contract and the summer transportation Contract will be based upon actual **route miles** as determined by the District. Actual route miles shall include travel to and from the District-provided terminal. The field and sports trips will be based upon the miles per gallon for the size vehicle utilized, portal-to-portal from and to the District-provided terminal location.

To allow accurate fuel usage tracking, the Contractor must supply the District with mileage for each trip. The District will not pay for any trips where specific mileage is not provided.

8.7.4.3 The District will not supply the Contractor with any fuel outside of the legitimate usage for the services provided by the Contractor to the District under the Contract. Should the Contractor be required to supplement the fuel allocation due to its own vehicle usage, the Contractor will be required to purchase said fuel from its own supplier.

8.7.4.4 The Contractor and the District shall meet prior to the beginning of each school year to determine the allowable route mileage and the estimated annual fuel allowance. Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

The Contractor is required to provide drivers with specific training on fuel economy techniques including, but not limited to, non-idling programs.

8.7.4.5 The District is very interested in the benefits and features of utilizing alternative fuels in the student transportation program. To this end, the Proposer is requested to submit information in its proposal relative to services that it can provide which would include vehicles operating on one or more recognized alternative fuels. This information should include, but not be limited to, operating benefits, vehicles to be included in alternative fuel program, fuel cost impact, maintenance considerations, operating improvements or limitations, Contractor's experience with alternative fuels, reliability information, environmental benefits, and any change that might impact the prices quoted for the standard transportation program.

Additionally, the Contractor must cooperate with the District on any grants or trial programs that may be available and beneficial as determined by the District.

8.7.5 Tolls

The District will reimburse the Contractor for tolls necessary for any authorized out-of-town trips. Toll reimbursement must be requested through the submission of a valid receipt with the invoice for the trip which includes tolls.

8.7.6 Advertising

Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the School District.

8.7.7 Transition Plan

The Contractor shall implement the Transition Plan that is approved by the Board.

8.7.8 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, can be brought to the attention of the public.

8.8 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board of Education, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special education students who may have specialized loading requirements), and at no time are pupils to be transported off the public highways, except in compliance with present policy and/or practice.

8.9 ROUTE SCHEDULING

- 8.9.1 Primary responsibility for route development lies with the Contractor although the Contractor will consult with the District in developing routes and interpreting Board Policies and regulations.

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. In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the District shall be notified immediately.

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.

Routes and schedules are to accommodate class schedules and shall be determined by the District. The current bell times are detailed in Appendix "A" to these specifications.

The District must be notified by telephone when a bus driver is aware that there will be a delay of fifteen (15) minutes or more in the transportation of students.

- 8.9.2 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/hers designee. The District 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 provided for within these specifications.

Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The District will endeavor to provide the Contractor with at least 72 hour notice prior to the initiation of said new service.

The current Contractor is utilizing VersaTrans for a routing software program. The Contractor is required to continue the use of VersaTrans unless a program change is specifically approved, in writing, by the District.

- 8.9.3 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 including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as the Board of Education declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools with the exception of extra-curricular trips authorized by the District. The list of mandated legal holidays will be published no later than the second week of school.

- 8.9.4 Each bus used under this Contract will display the proper Bus Number, consistent with State regulations as to size and location, and must be identified with signs reading "Waterford Public Schools".

8.9.5 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.

8.9.6 Schedule Variations

8.9.6.1 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor shall also provide:

- a) District-wide mid-day dismissals when required.
- b) Early dismissals as per calendars provided by the District.
- c) Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc.. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor shall accommodate these early dismissals at no additional cost to the District.
- d) Dismissal as required during December, March and June examination weeks in the high school.
- e) Summer transportation as detailed in Appendix "A" and as required by the individual student programs.
- f) The Contractor will delay, at no additional cost to the District, the morning routes by up to two hours on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions or any other emergency.

8.9.7 The Contractor will supply updated route data, mileage and any other additional information deemed necessary by the District.

8.9.8 Trial Runs

On a day established by the District within two weeks prior to the first day of service under the Contract, each regular driver will make at least one (1) trial AM and PM run to include all stops assigned on the route. Drivers are expected to become familiar with their assigned routes and proficient in meeting the time demands of the transportation program. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. Contractor must provide written verification of this trial run process to the District no later than one week prior to the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of the trial runs shall be borne by the Contractor and will not be billed to the District. However, the District reserves the right to require additional trial runs and in those instances will reimburse the Contractor for their documented out-of-pocket expenses for these runs.

8.10 OPERATING MATTERS

8.10.1 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. The District policies are available on the website at: <http://www.waterfordschools.org> under the BOE tab.

8.10.2 Driver and Bus Aide Training and Additional Training: All bus drivers and aides must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. Additionally, drivers and bus aides assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and aides shall also receive training on the proper methods of securing each type of wheelchair transported under the Contract. The cost of such instruction shall be paid by the Contractor. Should the District employ one or more bus aides, these aides will be trained by the Contractor at the Contractor's expense. The District will reimburse the Contractor for any out-of-pocket expenses associated with the training of District-employed aides, including any physical exams or licensing.

The District may make available to Contractor's employees additional specialized training. The District will cover the cost of said training with the exception of Contractor's employees' wages which shall be the responsibility of the Contractor. The Contractor shall make all reasonable efforts to facilitate the scheduling and employee availability for this training.

8.10.3 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. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination programs. Such services shall be provided at no additional cost to the District. All training must meet or exceed the mandates included in the policies of the Waterford Public Schools.

8.10.4 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 Town of Waterford experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the Town of Waterford.

8.10.5 Contractor's Monthly Reports: The Contractor shall deliver to the District its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and bus aide training programs, driver and bus aide discipline matters and related documentation, and other items related to the performance of the Contract. A *sample* format is included as Appendix "C". The Contractor and the District shall meet prior to the beginning of school to finalize the information to be contained on this report.

8.10.5.1 Accidents: In addition to monthly reports, 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.

8.10.5.2 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor shall immediately notify the individual school building, and the District's liaison, in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers and bus aides maintain good order on the school buses. Drivers and/or bus aides may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification (approval) of any driver or aide who fails to do so. Any cost or salary reimbursement for attendance by drivers or aides shall be borne by the Contractor.

8.10.5.3 Student Counts: A student count is required at least four times per school year. The District will provide the Contractor with the schedule for these student counts. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.

8.10.5.4 Compliance with Section 10-221c reporting: The Contractor shall assist the District in the tracking and filing of complaint and accident information consistent with the requirements of Section 10-221c of the Connecticut General Statutes.

8.10.6 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver shall file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his agent during business hours.

8.10.7 Rights To Property: As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the School District for the purpose of inspection at

any time. The Contractor shall also make the garage facility and maintenance records available for inspection by school personnel.

8.10.8 Authorization of Students for Transportation: Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related Contract with another school, district or individual for such transportation. The District reserves the right to assign students from other districts to buses/routes. The District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the District and the Contractor.

8.11 BASE PROGRAM

The Base Program for the Regular Daily (Home/School) Program shall be for the 2012-2013 school year consisting of services and routes as described in Appendix "A". The Board may modify these services and routes from time to time.

8.12 CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract shall be amended to reflect the change by using the proposal amount quoted per vehicle per day on the "Form of Proposal". Such modifications shall reflect the appropriate renewal increases.

The District must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications. All vehicle time or route changes must be approved, in advance, by the District.

8.13 COMPLIANCE REQUIREMENTS

8.13.1 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 SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

8.13.2 Compliance with the Americans 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, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

8.14 TERMINATION OF CONTRACT BY BOARD

The Waterford Public Schools may terminate the Contract any time by notice in writing from the Board to the Contractor, because of the lack of appropriate funding to operate the transportation program.

If the Contract is terminated by the Waterford Public Schools as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination. Any pre-payments made to the Contractor by the District pursuant to the terms of the Contract will be adjusted and any monies that should be refunded to the District will be remitted within 15 days.

8.15 CONTRACTOR'S DEFAULT

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) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required in the Contract; (j) fails to provide the Performance Bond required by the Contract; or (k) 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.

The above remedies are in addition to any other remedies the Board may have.

In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying 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, irrespective of the Performance Bond.

In addition, in the event that the buses contracted for herein are unavailable for service, the Contractor shall be considered in default and the School District 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 the Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the School District as soon as such information becomes known to it, and the School District shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary interim service and shall compensate the School

District for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the School District shall have the option of terminating the Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

In all cases where the Contractor ceases service for one or more school days, the School District shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond submitted with the Contract to the School District shall so specifically state.

8.16 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Waterford Public Schools and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Waterford Public Schools may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Waterford Public Schools will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

- 8.16.1 If at any time the Contractor does not provide the required number of buses, drivers or aides necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.
- 8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 20-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- 8.16.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.

- 8.16.4 If at any time the Contractor uses a driver or aide in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each person so employed, plus the per diem cost for the vehicle for that day.
- 8.16.5 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Waterford Public Schools shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the account of the Contractor.
- 8.16.6 The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active radios, or comparable communication devices (cellular phones). A \$100 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.
- 8.16.7 The District requires that at all buses have operable digital cameras. A \$100 per day per bus liquidated damage may be assessed for any bus that violates this mandate. A comparable requirement shall exist should the District select the alternate for GPS as detailed in Section 5.1. If the alternate is selected, a \$100 per day per bus liquidated damage may be assessed for any bus that violates the GPS requirement.
- 8.16.8 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed a \$100 per day per bus liquidated damage. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.
- 8.16.9 The Terminal Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the District. Should either the Manager or Dispatcher drive one or more routes without the prior approval of the District, the District reserves the right to not pay for that portion of the run operated, plus assess a \$50 per occurrence liquidated damage.
- 8.16.10 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, a \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the District reserves the right to assess a \$50 per trip liquidated damage for the late arrival.

However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor

must make every effort to secure the necessary vehicles or drivers, and must notify the District at the earliest possible date/time of the potential shortage. No penalty would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

8.16.11 A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and delivered to their school buildings prior to the assigned arrival time. In the PM, students must be delivered home in the PM in an efficient manner. No bus is permitted at a school in the AM more than 15 minutes prior to the bell time without permission from the District's Transportation Office, and all buses must arrive at their AM schools prior to the scheduled arrival time. In the PM, a bus is not "late" on the 2nd tier until 15 minutes past the bell time. A vehicle which violates the AM or PM time standard may be assessed a liquidated damage of \$50 per occurrence. Should situations beyond the control of the Contractor cause the late pick-up in the PM (weather; traffic), the liquidated damage will not be assessed.

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

The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$2,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

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

8.17 ACTS NOT IN CONTROL OF CONTRACTOR: 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 for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

8.18 NO ASSIGNMENT BY CONTRACTOR: It is mutually understood and agreed that the Contractor 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 Contractor shall be an action that will be considered a contract assignment under this provision.

- 8.19 INCORPORATION OF DOCUMENTS: All of the Proposal Documents listed in the Table of Contents to the Specifications and Proposal Forms, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of the Contract and the provisions thereof shall be binding upon the parties hereto.
- 8.20 OTHER CONTRACTORS: It is the School District's desire and intention to award a contract to one Contractor. However, in order to meet the operating requirements of the School District, it is understood that the Contract in no way excludes the School District from using its own vehicles, drivers, aides, or services provided by other School Districts. The School District may also use services from other contractors in the event that the Contractor cannot meet the School District's needs.
- 8.21 NO WAIVER: No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 8.22 GOVERNING LAW: This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

**RFP #12-100: APPENDIX “A”
PROGRAM DESCRIPTION**

WATERFORD PUBLIC SCHOOLS:

SCHOOL	ADDRESS	GRADES	BELL TIMES
Waterford High School	20 Rope Ferry Rd, Waterford, CT 06385	9 through 12	7:25 a.m. / 2:02 p.m.
Clark Lane Middle School	105 Clark Lane, Waterford, CT 06385	6 through 8	7:45 a.m. / 2:30 p.m.
Great Neck Elem. School	165 Great Neck Rd., Waterford, CT 06385	K through 5	8:40 a.m. / 3:10 p.m.
Oswegatchie Elem. School	470 Boston Post Rd., Waterford, CT 06385	K through 5	8:40 a.m. / 3:10 p.m.
Quaker Hill Elem. School	285 Bloomingdale Rd., Quaker Hill, CT 06375	K through 5	8:40 a.m. / 3:10 p.m.

NON-PUBLIC SCHOOL LOCATIONS SERVED BY WATERFORD SCHOOLS:

SCHOOL	ADDRESS	GRADES	BELL TIMES
Dual Language Arts Academy	51 Daniels Avenue, Waterford, CT 06385	6 through 8	7:30 a.m. / 2:05 p.m.
The Friendship School	24 Rope Ferry Road, Waterford, CT 06385	Pre- K and Kindergarten	9:30 a.m. / 3:45 p.m.
Ella T. Grasso Technical School	189 Fort Hill Road, Groton, CT 06340	9 through 12	7:25 a.m. / 2:00 p.m.
Interdistrict School for Arts and Communication	190 Govenor Winthrop Boulevard, New London, CT 06320	6 through 8	8:30 a.m. / 3:00 p.m.
Ledyard Vocational Agricultural High School	24 Gallup Hill Road, Ledyard, CT 06339	9 through 12	7:47 a.m. / 2:10 p.m.
Marine Science Magnet High School of Southeastern Connecticut	130 Shennecossett Road, Groton, CT 06340	9 through 12	7:40 a.m. / 1:58 p.m.
Norwich Technical High School	7 Mahan Drive, Norwich, CT 06360	9 through 12	7:15 a.m. / 2:00 p.m.
Regional Multicultural Magnet School	One Buckley Place, New London, CT 06320	K through 5	8:45 a.m. / 3:20 p.m.
Science & Technology Magnet High School of Southeastern Connecticut	490 Jefferson Avenue, New London, CT 06320	9 through 12	7:25 a.m. / 2:05 p.m.
Waterford Country School	78 Hunts Brook Road, Quaker Hill, CT 06375	4 through 12	8:40 a.m. / 3:15 p.m.

CURRENT BUS USE DATA:

Waterford transportation scenario

The morning starts at 5:45 am:

Four (4) buses and two (2) vans pick up technical school students from all districts. There are two rendezvous points, one at Waterford High at 6:25 and one at the former Cohanzie School at 6:40 where the students transfer onto the bus/van that goes to their school. One van goes to Norwich Tech, one van goes to Marine Science School in Groton and one bus goes to Grasso Tech and Ledyard Tech.

Next begins High School, Middle School, Dual Language and New London High School.

Twenty four (24) vehicles do these routes, 7 do longer high school routes, 7 do longer middle school routes and 7 do both. Three (3) vans also do high school and middle school routes.

One (1) van transports Waterford Country School students.

One (1) van transports ISAAC students.

The third tier of elementary school busing begins at approximately 7:50.

Twenty six (26) vehicles do these routes.

Great Neck Elementary has six (6) buses and one (1) van.

Oswegatchie Elementary has seven (7) buses and two (2) vans.

Quaker Hill has eight (8) buses and two (2) vans.

RMMS students are picked up with the elementary students and at the end of those routes one (1) bus from each elementary school transports them to RMMS for 8:35 am.

The next tier is The Friendship School.

Five (5) buses and six (6) vans transport these Pre K and K students. We begin unloading them at TFS at 9:30 am

The big buses are required to have a monitor on them.

All during the day students are transported to work study programs, tutoring, half day programs at TFS and other special transportation requests.

The afternoon:

One (1) bus travels to Grasso Tech and one (1) other bus travels to Marine Science in Groton and gets students then rendezvous in Waterford, transfer's students and brings them home. Then those two buses go to RMMS for their afternoon dismissal at 3:30 including some ISAAC students who walk to RMMS.

One (1) van travels to Norwich Tech and one (1) van travels to Ledyard Tech for dismissal.

Fourteen (14) high school buses go to the high school with six (6) of them doing both high school and then middle school routes along with six (6) buses that do only middle school. There are four (4) vans that do both schools. Prior to the middle school dismissal one (1) bus goes to DLLA and gets their in town students, brings them to the middle school where they disperse onto their appropriate bus route to go home.

The elementary schools have the same number of vehicles in the afternoon as the morning.

Three nights a week there are (4) late run routes that run on Monday, Tuesday and Wednesday for middle school and high school at 4:00.

The Friendship School has a 3:45 dismissal time with the same number of vehicles as the morning.

The first bus leaves at 5:45 am and the last bus returns at approximately 5:15 pm.

PUPIL REGISTRATION AS OF OCTOBER 1, 2011

School	Home-bound	Out of District	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Great Neck		2	15 14	20 20 19	16 17 16 17	21 20 21	18 18 18 16	22 21 21								352
Quaker Hill		1	20 20	19 18 18	17 18 19	18 18 18 16	23 23 22	23 23 24								358
Oswegatchie		2	15 16 15	16 19 17 18	17 18 19	21 22 21	18 18 17 18	24 25 24								399
Clark Lane Middle		5							225	243	215					688
Waterford High	1	17										205	204	248	239	914
Total	1	27	115	184	193	196	209	207	225	243	215	205	204	248	239	2,711
* Total By Grade Level	1	27	1,104						683			896			2,711	

* Not included in the total enrollment above are Waterford students going to: • Vocational Technical Schools • Magnet Schools • Private Schools Enrollments for these schools are listed to the right.	Magnet Schools			Technical & Magnet High Schools		
	School	Grade(s)	Enrollment	School	Grade(s)	Enrollment
	TFS (3 & 4 yrs)	Pre-K	178	Ledyard Vo-Ag	9-12	12
	TFS (5 yrs)	K	55	Grasso Tech	9-12	33
	RMMS	1-5	32	Norwich Tech	9-12	16
	Dual Language	6-8	7	Sci & Tech HS	9-12	26
	ISAAC School	6-8	6	Marine Science HS	9-12	8

APPENDIX "C"

**WATERFORD PUBLIC SCHOOLS
TRANSPORTATION REPORT**

SAMPLE ONLY

MONTHLY ACTIVITY REPORT
MONTH: _____, 201__

# FULL OPERATING DAYS - YEAR-TO-DATE:			days
# FULL OPERATING DAYS REMAINING IN YEAR:			days
<u>HOME-TO-SCHOOL MILEAGE</u>	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>
Regular Runs			

Special Runs			
Late Runs			
Other:			
TOTALS:			
SAFETY AND TRAINING ACTIVITY:			
<hr/> <hr/> <hr/> <hr/>			
ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)			
<hr/> <hr/> <hr/> <hr/> <hr/>			

OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)

FUEL USAGE: Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.

Date Prepared: ____/____/____

Prepared by: _____

Title: _____

Appendix D

Waterford Public Schools Transportation Policies

District policies are available on the District website under the “BOE” tab at:

<http://waterfordschools.org>

THIS FORM MUST BE SIGNED AND NOTARIZED = = = = SUBMIT WITH PROPOSAL = = = =

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY WATERFORD PUBLIC SCHOOL DISTRICT, WATERFORD PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, TOWN OF WATERFORD, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE WATERFORD PUBLIC SCHOOL DISTRICT OR TOWN OF WATERFORD FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- (A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE WATERFORD PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;
- (B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT;
- (C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE WATERFORD PUBLIC SCHOOL DISTRICT, THE WATERFORD PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, THE TOWN OF WATERFORD, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE WATERFORD PUBLIC SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE WATERFORD PUBLIC SCHOOL DISTRICT, WATERFORD PUBLIC SCHOOLS BOARD OF EDUCATION, THE TOWN OF WATERFORD, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE WATERFORD PUBLIC SCHOOL DISTRICT ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE WATERFORD PUBLIC SCHOOL DISTRICT, WATERFORD PUBLIC SCHOOLS BOARD OF EDUCATION, THE TOWN OF WATERFORD, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE WATERFORD PUBLIC SCHOOL DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE WATERFORD PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

Signature _____ Date _____

Sworn to before me this ____ day of _____, 2012

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3. of the Waterford Public Schools transportation request for proposal, dated January 10, 2012, 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 PROPOSAL
FORM OF PROPOSAL
RFP #12-100
January 10, 2012

PURCHASING DEPARTMENT
WATERFORD PUBLIC SCHOOLS
15 ROPE FERRY ROAD
WATERFORD, CT 06385

CONTRACT PRICES

HAVING CAREFULLY EXAMINED THE PROPOSAL DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE PROPOSAL DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

THIS PROPOSAL WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE PROPOSAL DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE WATERFORD PUBLIC SCHOOLS, AS SPECIFIED:

1. Pricing – Each Proposer will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their price proposal. The flash drive will be distributed at the pre-proposal meeting on December 15, 2011. The Excel file is structured with five separate tabs representing each one of the five proposed contract years. **Each tab must be completed. The Proposer must return to the District the Excel file completed on the original flash drive, plus a printed copy with Proposer’s signature at the end of each year’s tab.** (A sample of the pricing pages for the first year of the contract is included at the end of these specifications.)

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

Yes No

If No, it must be authorized to do business in Connecticut.

3. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Documents. 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.

Proposer’s Initials

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

Name	Address	Contact Person	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.7.2.2, vehicle list of Contractor must be included on Appendix B.
6. 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.

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Proposal: January 10, 2012

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this bid, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or will be made by the Proposer to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- b) A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

SAMPLE PRICING PAGES

WATERFORD PUBLIC SCHOOLS

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of January 10, 2012.

Proposer Name:

HOME-TO-SCHOOL & SUMMER - 2012-2013

	4 HOUR (Rate per Day)	5 HOUR (Rate per Day)	6 HOUR (Rate per Day)	EXCESS HOURS RATE
Type I Bus				
Type II w/ A/C				
Type II w/ A/C & W/C Lift				
Bus Monitors - Rate per Hour				

FIELD & SPORTS - IN-DISTRICT - DURING SCHOOL DAY - 2012-2013

	Driving Rate Per Hour	Waiting Rate Per Hour
Type I Bus		
Type II w/ A/C		
Type II w/ A/C & W/C Lift		

FIELD & SPORTS - OUT-OF-DISTRICT - DURING SCHOOL DAY - 2012-2013

	Driving Rate Per Hour	Waiting Rate Per Hour	Rate per Mile (Over 50 Miles)
Type I Bus			
Type II w/ A/C			
Type II w/ A/C & W/C Lift			

FIELD & SPORTS - IN-DISTRICT - BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS - 2012-2013

	Driving Rate Per Hour	Waiting Rate Per Hour
Type I Bus		
Type II w/ A/C		
Type II w/ A/C & W/C Lift		

FIELD & SPORTS - OUT-OF-DISTRICT - BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS - 2012-2013

	Driving Rate Per Hour	Waiting Rate Per Hour	Rate per Mile (Over 50 Miles)

Type I Bus			
Type II w/ A/C			
Type II w/ A/C & W/C Lift			

Global Positioning System (GPS) (Alternate 5.1):

Annual charge per bus for the provision of GPS consistent with Alternate 5.1.

Annual Charge **Per Bus** for 2012-2013:

\$

Pre-Payment Discount (Alternate 5.2)

Percentage discount applied to pre-payment amount consistent with Alternate 5.2.

Discount per pre-payment period:

Performance Bond Cost (Alternate 5.3):

Annual charge to the District for the provision of a performance bond equal to 100% of the contract awarded. (Proof of bondability consistent with requirements must be submitted with the Proposal.)

Annual Charge for 2012-2013:

\$ or
%

Field & Athletic Trips Within Designated Counties (Alternate 5.4):

Fixed annual charge for provision of up to 200 field and athletic trips.

Annual Charge for 2012-2013: \$

PROPOSER'S SIGNATURE: _____

Waterford Public Schools
15 Rope Ferry Road
Waterford, Connecticut 06385

CONTRACT: HOME-TO-SCHOOL; EXTRA-CURRICULAR; SUMMER
PROPOSAL DATE: January 10, 2012

NON-PROPOSER'S RESPONSE

The Waterford Public School District is interested in the reasons why prospective Proposers fail to submit proposals. If you are **NOT** submitting a proposal, please indicate the reason(s) below and return this form to the address above.

- Unable to propose at this time.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail: _____

- Insufficient time allowed for preparation and submission of proposal.
- Other reasons: _____

You may remove our name from the bid/proposal list for:

- All bids/proposals
- This particular service
- Remainder of this year
- Other: _____

Officer of Company (Signature)

Date

Title

Company Name

Telephone

Address

Fax Number

Address

Email address