

Manchester Board of Education
Manchester, CT

**Request for Proposal
#022-002**

Special Education School Transportation Services

The Manchester Board of Education, Manchester, Connecticut, is requesting proposals for special education transportation services as needed for school children residing in Manchester, Connecticut. The Board of Education reserves the right to request the transportation of homeless youth in accordance with any contract awarded pursuant to this Request for Proposal.

Sealed proposals for special education transportation services will be received at the following location:

**Manchester Public Schools
Office of Finance and Management
Attn: Karen L. Clancy
45 North School Street
Manchester, CT 06042**

Proposals are due no later than **2:00 p.m. on Friday, August 6, 2021. The opening will be virtually at 2:15 p.m. on Friday, August 6, 2021. Vendors wishing to be part of the virtual opening need to send a request Kimberly Boerner-Mercier, (860) 647-3445 or b47kmerc@mpspride.org, to receive a Google Meet Invitation.**

Any proposal received after said date and time, whether hand-delivered, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid. Emails or faxes of proposals will not be accepted.

All proposals must include the enclosed and completed Price Quotation Sheet, and be placed in a sealed envelope. The sealed envelope shall be plainly marked "RFP 022-002 Special Education Transportation Services." All interested parties shall deliver one original and four (4) printed copies of its proposal.

Proposals shall be all inclusive, including all vehicles, equipment, personnel, clerical services and other resources necessary to meet the special education transportation needs of the Board of Education. The Manchester Board of Education may, at its option, request the transportation of homeless youth to and from educational facilities in accordance with any contract awarded.

For information concerning the proposal process, forms, and content, please contact Kimberly Boerner-Mercier, (860) 647-3445 or b47kmerc@mpspride.org.

Please visit the Manchester Public Schools web site for information on the Manchester Public Schools: <https://www.mpspride.org/Page/311>.

The Manchester Board of Education reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities; and to accept the proposal which the Manchester Board of Education deems to be in the best interest of the Board of Education.

Dated: Monday, July 26, 2021

RFP #022-002
Table of Contents

- I. FORM AND CONTENT OF PROPOSALS**
- II. INFORMATION CONCERNING PROPOSAL PROCESS**
 - 1. General Information
 - 2. Evaluation, Selection, Process-Selection Activities
- III. FORM OF CONTRACT**
- IV. LIST OF SCHOOLS**
- V. PROPOSAL FORMS**
 - 1. Affirmations and Declarations
 - 2. Pricing Proposal
 - 3. Manchester Public Schools Standard Proposal Forms

I. Form and Content of Proposals

Proposals shall include the following information and meet the following requirements as to form. Information not specifically required within the Price Quotation Sheet but outlined below shall be included with proposal via separate attachment(s).

1. The Bidder shall ensure that the proposal is signed by an authorized agent of the Bidder (See Price Quotation Sheet, attached).
2. The Bidder shall provide the name, telephone number, fax number, and email address of person(s) to be contacted for further information and clarification regarding the proposal (See Price Quotation Sheet, attached).
3. **Proposals shall be for a 3-year contract term (See Price Quotation Sheet, attached).**
The contract entered into between the Board of Education and one or more contractor(s) pursuant to this Request for Proposals (the "Contract") will be substantially similar to the Form of Contract included herein, provided that the Contract may contain such other additional provisions that the Board of Education deems necessary. The Board of Education reserves the right to initiate new routes to in-district or out-of-district site(s), or to request services for the transportation of homeless youth, during the term of the Contract, or any extension thereof, at the rates as submitted in the proposal and/or discontinue routes during the term of the Contract, or any extension thereof. As set forth in the Form of Contract, the Board of Education may terminate the Contract in the event of failure to perform certain important aspects of the services, in addition to other generally accepted reasons for contract termination. The Bidder is responsible for ensuring that it obtains the information it requires to make a responsible proposal that allows it to execute the Contract if it is awarded the Contract.
4. The Bidder shall provide a list of all special education transportation services provided during the past five (5) years, including, client contact, telephone number, email address, size of school district/client, scope of services rendered and date completed.
5. The Bidder shall provide a list of all special education transportation service agreements currently underway or under contract, including client contact, telephone number, email address, size of school district/client, scope of services to be rendered, and date to be completed/term of contract.
6. The Bidder shall provide a list of personnel to be assigned to Manchester's special education transportation contract, to the extent known, including years of experience in current positions and school districts/clients served. For management personnel, resumes should be included. State conviction history information from the State Police Bureau of Identification shall also be included for all personnel to be assigned to Manchester's special education transportation contract, if selected.
7. The Bidder shall provide ownership information with the proposal. The proposal shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Bidder shall also provide information regarding how long the organization has been engaged in school/special education transportation services.

8. The Bidder shall provide copies of financial statements for the last two (2) completed and audited fiscal years. Please note that financial information submitted will be, to the extent permitted by law, kept confidential if provided in a separate envelope marked “confidential.”
9. The Bidder shall provide proposal prices that are “all-inclusive.” Proposal prices shall include all vehicles, vehicle operators, equipment and services required to provide the special education transportation services described, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder. Proposal prices shall also include video camera technology, with audio capture capability, as well as other required equipment and technology as set forth in the Form of Contract.
10. The Bidder shall include in its proposal information regarding the technology/methods the Bidder intends to employ for the ongoing and continuing monitoring of all its routes with respective stops for pick-up and drop-off, including any specific technology/methods related to the transportation of special education students. Such technology/methods must be capable of arranging, developing, and maintaining all awarded routes and respective drop-off and pick-up points. Such technology/methods employed by a contractor will be subject to Board of Education review and approval.
11. The Bidder shall provide detail on the Bidder’s programs and efforts to secure a qualified number of vehicle operators to meet the needs of the Board of Education. Each Bidder shall include a statement of its requirements for operators of vehicles which are in addition to any requirements enumerated in federal, state or local law, rules or regulations.
12. The Bidder shall include a statement/description relative to its safety program, as well as any specialized training for new and experienced drivers and bus monitors, accident reduction programs, vehicle maintenance and inspection programs, computerized fleet maintenance, and/or management and routing systems.
13. The Bidder shall include a detailed description of its anticipated depot facility/parking facility, including property ownership information, property details, and location information.
14. The Board of Education strongly advises Bidders to familiarize themselves with all requirements, locations, travel distances and traffic conditions prior to submitting a proposal.
15. No contract may be assigned or transferred without the written consent of the Board of Education.
16. A proposal submitted by a bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted; that is, brokered contracts will not be permitted.
17. It will be assumed that all terms of the Request for Proposals, including the Form of Contract, will be complied with and will be considered as part of the proposal, unless an exception is expressly indicated. Bidders must provide full details of any proposed exceptions to the Request for Proposals or proposed modifications to the Form of Contract.

Details of any such exceptions or modifications must be submitted separately and attached to the Bidder's proposal.

18. Information submitted in accordance with the Request for Proposals is subject to the Connecticut Freedom of Information Act, including the provisions of Section 1-210 of the Connecticut General Statutes.

II. Information Concerning Proposal Process

II.1 General Information

- 1.1 Proposals Must Remain Open. Proposals must remain firm and binding upon Bidders for a period of ninety (90) days from the date of receipt. Withdrawal of a proposal may be made only with the consent of the Board of Education.
- 1.2 No Right Shall Accrue Prior to Contract Execution. No right shall accrue to any Bidder submitting a proposal until execution of a contract by a duly authorized officer of the Manchester Board of Education.
- 1.3 Addenda to the Request for Proposals. In the event it becomes necessary to revise or supplement any part of this Request for Proposals, addenda will be posted via posted addenda at the website listed below. It is each Bidder's sole responsibility to monitor the website for any addenda.

<https://www.mpspride.org/Page/311>

- 1.4 Incurring Costs. Neither the Board of Education nor the Town of Manchester shall be liable for any costs incurred by a Bidder or potential Bidder prior to the issuance of a contract.
- 1.5 News Releases. News releases pertaining to this Request for Proposal or the services to which it relates will not be made without prior approval and then only in coordination with the Board of Education.

II.2 Evaluations, Selection and Post-Selection Activities

- 2.1 Selection Criteria. The following factors, without limitation, will be considered in reviewing and evaluating proposals (in no particular order):
 - The accuracy, responsiveness, and conformity with the requirements of this Request for Proposals of the Bidder's proposal;
 - The experience, competence, and track record of the Bidder;
 - The nature, size, ownership structure, and financial condition of the Bidder's organization;
 - Personnel (e.g., trained vehicle operators and aides), and/or plan for recruitment of qualified personnel, to perform the services required;
 - Other transportation services currently under contract by the Bidder;
 - Location of the headquarters of the Bidder, as well as location of, and ownership status of, proposed depot/lot for storage of vehicles providing services to the Town and the Board;
 - Accessibility of the senior officers of the Bidder during contract performance;

- Responsiveness, capacity, and availability to perform the services based on the changing needs of the Board of Education;
- Demonstrated ability to transport school children with special needs safely and reliably;
- Other factors considered to be in the best interests of the Board of Education; and
- Cost/Price.

The contract or contracts that are awarded pursuant to this Request for Proposals concern the provision of transportation to students with special needs. The specialized nature of such transportation services, as well as legal mandates pertaining to the education of students with special needs, necessitate that the Board consider numerous factors, including without limitation experience, availability, responsiveness, track record, safety and reliability, in addition to price, when evaluating proposals and awarding routes in accordance with this Request for Proposals. Contract awards will be made based on a determination of what is in the best interest of the Board of Education, and the students who will be receiving the services which are the subject of this Request for Proposals, upon consideration of all relevant factors.

- 2.2 Investigation of Bids. The Board of Education may make any such investigation deemed necessary to determine the ability of a Bidder to discharge the Contract, if awarded. The Bidder shall furnish the Board with all such information and data as may be required for this purpose. One or more Bidders may be asked to provide additional information, to meet with the Board or representatives of the Board to discuss their proposal, or to address such other issues as deemed important by the Board. The Board may interview and negotiate with one or more Bidders after the proposals are opened and to modify the Form of Contract based upon negotiations with one or more Bidders. The Board reserves the right to reject any proposal if the Bidder fails to satisfactorily convince the Board that it is properly qualified or capable to perform the services.
- 2.3 The Board reserves the right to amend or withdraw this Request for Proposals for any reason, to accept or reject any or all bids, in whole or in part, as determined by the Board, in their discretion, to be in the best interest of the Board. The Board may also waive any informalities, non-material deficiencies or procedural irregularities in any bid, in their discretion.
- 2.4 No bid will be accepted or opened that is not submitted in compliance with the requirements of the Request for Proposals.
- 2.5 The Board reserves the right to award a contract to one bidder or multiple bidders (e.g., awarding individual routes to contractors on a route-by-route basis) based on a consideration of all relevant factors, as identified herein, and a determination of the best interests of the Board. Routes which are awarded will be subject to the rates set forth in the successful proposal. Should the Board requires special education transportation to a site not listed in the proposal documents or the transportation of homeless youth, the route will be awarded on the basis of the applicable daily rate in a selected proposal.

- 2.6 The Board reserves the right to award routes either in preparation for a new school year or during the course of a school year and to terminate a route at any time, as deemed necessary, without financial or other penalty.
- 2.7 Narrowing of Proposal. The Board may, at its sole discretion, eliminate one or more proposals from consideration, based on review of proposals relative to the above noted selection criteria. Remaining bidders may be requested to provide additional information or revised proposals to the Board for further consideration.
- 2.8 Preliminary Selection and Negotiations. In the event that a proposal is selected, such selection shall be preliminary and not binding unless and until execution of a Contract for special education transportation services satisfactory to the Board of Education. Negotiations may be undertaken with any Bidder whose proposal shows it to be qualified, reasonable, and capable of performing the work and the Board of Education may require modifications to the proposal preliminarily selected.
- 2.9 Post Proposal Assistance. The Board of Education will make available to a successful bidder appropriate records and plans, as well as appropriate staff to answer questions on behalf of the Board of Education.
- 2.10 After review of all factors, terms and conditions, including price, the Manchester Board of Education reserves the right to reject any and all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Manchester Board of Education, even if it is not the lowest cost proposal.

III. Form of Contract

This Special Education Transportation Services Agreement (the “Contract”) is made and entered into on the date indicated below by and between [CONTRACTOR] (the “Contractor”) and the Manchester Board of Education (hereinafter, the “Board”). Contractor and the Board will herein be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, Contractor has experience providing transportation services, including transportation services for students with special needs, to boards of education in Connecticut;

WHEREAS, the Board wishes to procure transportation services for certain students with special needs residing in Manchester (the “District”) to school programs within the Manchester Public Schools system, other schools in Manchester, or other schools outside of Manchester;

WHEREAS, the Parties desire to provide or receive, as appropriate, the transportation services described in this Agreement during its term;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth in this Agreement, the Parties hereby agree as follows:

1. TERM

- A. The Contractor shall provide services at the prices included in its response (the “Bid”) to Request for Proposals No. 022-002 during a three year term, starting September 1, 2021,* and ending June 30, 2022, in year 1, and starting July 1, 2022, and ending June 30, 2024, in years 2 and 3, including the regular school years and extended school year (“ESY”) periods during such term, unless terminated earlier in accordance with this Contract by either Party. The Board of Education and the Contractor may agree to renew the Contract, in whole or in part, for one additional year.

*A select group of schools may start prior to September 1st for which services will be mutually agreed upon between the Contractor and the Board.

2. SCOPE OF WORK

- A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from any school identified in this Contract, or any other school or other facility designated by the District in accordance with this Contract, and requested by the District (all, collectively, the “Schools” and each, individually, a “School”) in accordance with such conditions (e.g., times, routes, and stops) approved by the District.
- B. The transportation routes to the Schools are to be developed by the Contractor and are subject to District approval. The merging of students from other school districts (“ride sharing”) on a route is subject to District prior approval. The Contractor shall provide the District with detailed route data in a timely fashion including but not limited to: vehicle description; vehicle number; route description and times; mileage; driver and aide details as required by the District and the State.
- C. Any transportation route may be suspended or terminated without penalty incurred by the District/Board where caused by illness, relocation or graduation, conflicts

with other students, or determinations of need as solely determined by the District.

- D. Due to certain student requirements, any route may be cancelled or delayed with 24 hours' notice to the Contractor, without costs incurred to the District. Cancellations may be made by the District due to weather conditions or other circumstances beyond its control, without penalty.
- E. Contractor is required to notify the District within twenty four (24) hours if a student who is scheduled to be transported fails to appear for transportation services or does not require transportation services for any reason. The District has the sole right to determine if the Contractor should continue to attempt to transport the student.
- F. The Board will, at the daily rate set forth herein (the "Daily Rate"), pay for any Transportation Services hereunder actually performed in accordance with the terms and conditions of this Contract by the Contractor. No payment will be made to the Contractor for services not required or not rendered, including any circumstances in which the District determines that transportation services are not required, either temporarily or permanently.
- G. The Board has an interest in reducing its transportation costs. The Board encourages notification by the Contractor of potential ride sharing opportunities that may arise during the Term. The Contractor shall collaborate on the development of combined routes (i.e., a route stopping at two or more Schools), where appropriate, with the final decision being made by the Board.
- H. This Contract concerns SPECIAL EDUCATION TRANSPORTATION. There is a requirement of door-to-door service, between the home and school and vice versa. The standard of service for this type of transportation service should be of a high order due to the special needs of the students transported.
- I. The Contractor shall furnish, for the prices set forth herein, all necessary resources and services to transport all students designated by the District (collectively, the "Students" and each, individually, a "Student") to and from the Schools and any other requested location (the "Transportation Services"). Transportation Services shall be understood to include, without limitation, personnel (including both Vehicle Operators and aides), supervisors, Vehicles, fuel, equipment, maintenance services and other services required to provide such Transportation Services.
- J. Attendance may vary for both the regular school year and ESY programs. It is understood that not all Students will attend school on a daily basis (i.e. attendance may be required for one, two, three or four days per week).
- K. The District may, at its option, request the transportation of homeless youth to and from educational facilities in accordance with this Agreement.
- L. There shall be a sufficient number of Vehicles (including an appropriate number of each required vehicle size) to ensure seats for all passengers at all times. Standees or overloading of the Vehicles shall not be permitted at any time.
- M. Subject only to the requirement that the safety of children and others is of paramount importance, reliability and on-time performance is of the essence in the performance of this contract.

- N. The Contractor shall provide a qualified and experienced contact person (the “Contact Person”) who will be responsible for the general overall supervision and execution of the Transportation Services required by this Contract. The Contact Person shall be available or accessible at all times during the times that Vehicles are operating to receive inquires and instructions from the Board or its agent.
- O. The Contractor shall provide to the Board a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs.
- P. The District shall provide school calendars setting forth the days Transportation Services are to be provided by the Contractor to Contractor during each school year during the Term of this Contract. The Contractor shall also provide Extended School Year transportation on the dates requested by the District prior to the start of each summer. The Contractor shall provide the Transportation Services on every day that each School is in session and the Transportation Services are required.
- Q. The Contractor shall also provide Transportation Services for early dismissals or late openings of any and all Schools to which Students are transported under this Contract.
- R. Each Vehicle Operator shall know his or her assigned route, including all stops, prior to the start of the school year or prior to the initiation of a new route. Each Vehicle Operator shall drive through their entire route prior to the start of the school year or the initiation of a new route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the Students, and the Contractor shall advise the Board of the same. The Contractor shall have any new or substitute driver drive through the route prior to performing the route with Students. The cost of any trial runs shall be borne by the Contractor and will not be billed to the Board.
- S. The Contractor will be required to consult with the Board, during times of inclement weather, about road conditions, and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles in the event that Schools are closed early during any school day due to weather conditions or other emergency conditions.
- T. During the Term of this Contract, the District may modify routes and/or the numbers of Students and Schools.
- U. The Board may request the provision of Services for routes in addition to those included in the Contract during the Contract term. Prior to additional routes being assigned to the Contractor during the term of the Contract and the Contractor agreeing to perform such additional routes, the Board and the Contractor shall agree on the cost of Services for such additional routes.
- V. Contractor must have in place a system to monitor bus attendance which can provide to the Board regular reports which can be used for the purposes of Medicaid reporting requirements.
- W. The District reserves the right at its sole discretion to allow the transportation of students other than the students of the Board to be transported on the contracted vehicle.

- X. The Board reserves the right to use other contractors for all other transportation services of the Board. The Board reserves for itself and/or with other vendors the right to transport, in and out of district, any or all special education or homeless pupils.
- Y. The term “Transportation Services” and “Services” shall mean all, collectively,(i) any and all services set forth in this Article 2, (ii) the transportation services to be performed under this Contract, (iii) other services required or necessary for the proper performance of the Contractor’s work under this Contract and (iv) the services described in the Request for Proposals associated with this Contract, which were issued by the Board. The terms and conditions of the Request for Proposals are deemed a part of and incorporated into the Contract and the Contractor’s representations and warranties of the Bid Documents are deemed incorporated into and made in the Contract. To the extent there is conflict between the terms and conditions of the Contract and the Request for Proposals, the terms and conditions of the Contract shall control and prevail.

3. PAYMENT AND COMPENSATION

- A. Based upon the prices set forth in Exhibit A attached hereto and made a part hereof (“Exhibit A”), payments for properly performed Services rendered shall be made upon receipt of a properly itemized invoice. The services shall be invoiced based on Services actually rendered in the prior month. Payment will be tendered within thirty (30) days of receipt of invoice. All invoices for Services rendered must be submitted within thirty (30) days of the end of the prior month. Delayed billing is not acceptable and will not be honored by the Board.
- B. The Board will not be obligated, under any circumstances, to pay for any Services that have not been provided. Compensation will only be provided for services required by the Board and properly delivered by the Contractor.
- C. No payment will be made for vehicles that are scheduled to operate but that fail to provide Services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board to be under the control of the Contractor. The Board shall have the right to terminate the Contract where the Contractor has failed to meet its obligations under the Contract.
- D. The Contractor(s) shall maintain records during the term of the Contract(s) and for three (3) years thereafter, of the Services provided to the Board on a route-by-route basis, and shall submit such records upon request by the Board for audit in support of each of the monthly invoices.
- E. The Parties agree that other than the compensation set forth in this Contract, including the Exhibits hereto, no other compensation shall be due and owing to the Contractor by the Board for the Services.
- F. There is a mutual understanding by the Parties, regarding the need to meet all requirements related to the Services, including, without limitation, timeliness and reliability, while operating within the financial constraints that may result from limited funding. To this end, the Contractor agrees to work closely with the Board’s staff to create the highest level of efficiency while maintaining performance standards.

4. VEHICLES

The Contractor agrees, and is responsible for, the following conditions regarding the student transportation vehicles used to perform the Services (all, collectively, “Vehicles” and each, individually, a “Vehicle”) under the terms of this Contract:

- A. Contractor shall provide sufficient Vehicles to provide the services set forth herein. The number of Vehicles actually used for the performance of Services hereunder may be increased or decreased, as the needs of the Board change. Vehicles will be furnished in such number as deemed necessary by the Board for the transportation of Students.
- B. The Contractor shall be responsible for providing any additional Vehicles, as may be determined by the Board. The Board may decrease the number of Vehicles being used at any time during the Term of this Contract.
- C. All Vehicles and other equipment shall be maintained and operated in compliance with all applicable laws, rules, regulations, and policies of Federal, State, and Local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations, and policies.

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.

All Vehicles will have an age that does not exceed 10 years.

- D. The Contractor shall provide the Board at least one (1) week prior to the start of each school year, and updated as necessary, with a list that contains descriptions of each of the Vehicles to be used by the Contractor in the performance of the Services, including, without limitation, the following information: the fleet number, route number, year of manufacturer, make of the chassis, make of body, and seating capacity. In the event that any Vehicle needs to be permanently replaced in the course of the school year, upon prior written notice to the Board, it shall be replaced with a newer or equivalent-in-age Vehicle. Such replacements are subject to the approval of the Board.
- E. All Vehicles must be maintained so as to ensure proper starting, good visibility, and safe operation during all types of weather.
- F. Throughout the term of this Contract, the Contractor must present to the Board, a copy of the most recent State Motor Vehicle Inspection for each Vehicle.
- G. The Contractor shall be responsible for having all Vehicles inspected.
- H. The interior of all Vehicles must be kept at comfortable temperatures while providing Services for Students. All Vehicles must be heated and air-conditioned, with a minimum operating temperature of 65 degrees Fahrenheit.
- I. The interior and exterior of all Vehicles must be kept in a condition of cleanliness, mechanical order, and safety, meeting all requirements of the Board, the State of Connecticut, including the State Board of Education and the Connecticut Department

of Motor Vehicles, the Federal Government, and all applicable federal and state statutes, regulations, and rules, as amended from time to time.

- J. The Vehicles and any and all records concerning such Vehicles shall be subject to inspection by the Board at such times and locations and in such manner and by such qualified persons as the Board may designate.
- K. All Vehicles must be equipped with an appropriate communication device (i.e., cell phone or two-way radio) with a range that covers the entire transportation area to ensure constant contact between Contractor and Vehicle Operators. The Contractor shall provide radio frequencies or phone numbers to the Board. All communication devices must be operated consistent with all applicable regulations and laws.
- L. Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the District. All Vehicles must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- M. Vehicles must be equipped with a minimum of two (2) cameras with audio capture capability. All cameras must be tested prior to each run to ensure that they are fully operational, and the Contractor shall have back-up equipment available to replace any inoperable camera. Additionally, camera output must be stored and available to the Board for at least 30 days. All camera use and video viewing shall be consistent with the policies and procedures as established by the Board and the terms of this Contract. Camera access is critically important to the Board, and any deviation from these requirements will result in non-payment for the runs for the period of time that the camera system does not meet these requirements. The Board reserves the right to terminate this Contract for failure to comply with the requirements of this Paragraph.
- N. Vehicle maintenance should be scheduled, as possible, for non-school days or hours in order to minimize the use of any spare vehicles. Consistency in vehicle and personnel assignments is of paramount importance in the delivery of services under this Contract.
- O. The Contractor must provide the Board, on request, copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and related equipment, and shall keep written records showing such inspections, as required by law, so that the Board or their authorized agents may, at any time, request the written record of the inspections made by the Contractor.
- P. The Contractor shall be responsible for obtaining a parking lot for the Vehicles and for the security and safety of the Vehicles, and any lot, all at its sole expense. Information regarding the storage of vehicles (location, ownership status of lot) shall be provided to the Board.
- Q. The Contractor shall allow the Board, or its duly authorized agents, to inspect any and all Vehicles, and their operation, at reasonable times, by: (i) riding the same as a passenger; (ii) by having them mechanically inspected; or (iii) by using any other reasonable means. The Contractor shall assist the Board and such agents in effecting said inspections, and shall provide the Board with access to the Vehicles for inspection purposes.
- R. The Board or any authorized agent may, with written notice, require Contractor to

discontinue the use of any Vehicle which the Board judges to be hazardous, mechanically defective, or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.

- S. Where a harness or seat belt clip is specified for a particular student(s) such shall be provided by the Contractor, unless otherwise indicated in the Bid Documents.
- T. The Contractor shall provide all fuel for the Vehicles. All route prices shall include Contractor-provided fuel. The District will not provide fuel.

5. PERSONNEL

The Contractor agrees, and is responsible for, the following conditions regarding operators of Vehicles (all, collectively, “Vehicle Operators” and each, individually, a “Vehicle Operator”) and other personnel providing service to the Board:

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements and to the extent permitted by law, the Board reserves the right to review all personnel records of personnel used in the performance of the Services. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut. All Vehicle Operators shall be compliant with all Federal, State, and Local laws, rules, and regulations.

Vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board, through the Superintendent of Schools and/or his/her designee, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from the Schools.

- B. Vehicle Operators and aides must be dependable, steady, temperate, competent, of good repute, neatly dressed and well groomed. To promote the safe transportation of students, Vehicle Operators and aides must speak, read, and understand English.

The Contractor is required to submit a photocopy of the drivers’ license of all Vehicle Operators, including substitute Operators, before any driver is allowed to transport Manchester children.

- C. The Contractor shall provide the Board upon request, the following information concerning each Vehicle Operator, and shall keep the list of Vehicle Operators and applicable personnel information on file, updated, so that it is available to the Board upon request, including, without limitation, the following information:

- 1. Name of Vehicle Operator,
- 2. Address,
- 3. Telephone Number,
- 4. Date of Birth,
- 5. Certificate of Physical Examination,
- 6. Date of School Bus Endorsement, and
- 7. Operator’s License Number

- D. At its own expense, and in accordance with all State of Connecticut and Federal requirements, the Contractor shall provide for physical examinations of those persons it shall employ as Vehicle Operators.

- E. The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state, and local laws, rules and regulations, to ensure continued state certification of all Vehicle Operators and, as appropriate, any aides requested by the Board. Vehicle Operators, and any aides, who do not meet the minimum training requirements each year per state statute, shall not be permitted to provide Services. The Contractor shall provide training in compliance with Section 3 of Connecticut Public Act 18-185.
- F. The Board or its authorized agent, at its sole discretion, may approve or disapprove, prior to and during employment, any Vehicle Operator or aide. Notification shall be made by the Board to the Contractor of such Vehicle Operator or aide who are considered unsatisfactory by the Board. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract, and such aides shall not provide services under this Contract and shall be immediately removed from providing Services, upon notification from the Board.

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.

- G. The Contractor shall ensure, at its own expense, that all individuals performing activities or have contact with children under the Contract meet all legal and regulatory requirements and qualifying criteria for holding and fulfilling the duties of their respective positions and are, at all times, in compliance with all requirements of law, ordinance or regulation, including but not limited to all requirements of state and federal law, the United States Department of Transportation, the Connecticut Department of Motor Vehicles, local ordinance, and Board policy while performing activities under the Contract. The Contractor shall be solely responsible for ensuring compliance with testing (including but not limited to drug and alcohol testing), examination, ability, training, record- checking, record-updating, and record-keeping requirements for all individuals performing activities or having contact with children under the Contract during both the individuals' hiring and employment. The Contractor understands, specifically, that such obligations include the performance of employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68, on drivers, aides, monitors, and any other person assigned to perform services involving contact with children pursuant to the Contract. Evidence that all activities required by this Paragraph shall be provided to the Board prior to the commencement of any services under the Contract. The Contractor shall be responsible for ensuring that any individual performing services or having contact with children under the Contract possess stable personality and high moral character.

The Contractor shall, at its own expense, perform national and state criminal record checks on drivers, aides, monitors, and any other person assigned to perform services or have contact with children pursuant to the Contract, whether or not required by law or regulation, which checks shall meet or exceed the requirements for bus drivers under federal and Connecticut law and regulations. Contractor shall also, at its own expense, perform CT Department of Children and Families Registry checks and CT Department of Emergency Services & Public Protection (DESPP) Sex Offender Registry checks on drivers, aides, monitors, and any other person assigned

to perform services or have contact with children pursuant to the Contract. In the case of prospective employees who have lived in another state during the past five years, the Contractor shall perform child welfare agency and sexual offender registry checks in each state of prior residence during said five year period. Evidence that all records checks required by this Paragraph or otherwise required by law or regulation have been completed for any individual assigned to perform services or have contact with children under the Contract shall be provided to the Board prior to the commencement of any services and/or any contact with children by the individual.

If the Contractor receives any information that any employee of the Contractor performing services under this Agreement involving contact with children has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, Contractor shall not assign or shall not maintain, as applicable, the assignment of the employee to perform services under the Agreement involving contact with children. By assigning, and/or maintaining the assignment of, any employee performing services under the Agreement involving contact with children, Contractor represents and warrants that, in its best professional judgment, such employee maintains the appropriate qualifications and is fit to perform services which involve contact with children.

- H. The Contractor shall comply with all Federal, State, and Local laws, rules, and regulations regarding drug and alcohol testing. Proof of compliance shall be provided to the Board upon request.
- I. Consistent with Manchester Board of Education policy, no alcoholic beverages or illegal intoxicants may be brought to, or consumed upon the District's premises, school property, or in any Vehicle, by any employee or agent of the Contractor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator, be under the influence of or impaired by, any alcoholic beverages, drugs, or prescription drugs. Additionally, consistent with Board policy, no smoking, including the use of vaporizing devices (i.e., "vaping") is allowed on the Vehicles, or on school property, by Contractor's employees and agents or Vehicle Operators.
- J. The Vehicle Operator is responsible to see that all Students are seated and remain seated, while the Vehicle is in operation and that Vehicles are fully stopped before discharging or picking up students.
- K. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services, the right to ride in the Vehicle. Conversely, the Vehicle Operator is responsible for limiting passengers to those eligible to ride and shall not operate a Vehicle in excess of rated capacity.
- L. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the Board, nor shall a Vehicle Operator remove a Student from a Vehicle providing Services, hereunder before reaching the Student's intended destination, except in the case of an emergency.
- M. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason,

the Operator must immediately notify the Contact Person who will immediately notify the Board.

- N. The Vehicle Operator shall not conduct personal business while performing Services, including, without limitation, the use of a cell phone, or texting, or similar device, including head phones, or ear buds, or making unauthorized stops.
- O. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- P. Any aides requested by the Board must be prepared to assist a disabled pupil in entering and leaving the vehicle. While this is not to be construed as requiring aides to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting disabled pupils to enter and leave buses. In addition, vehicle operators must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.
- Q. Contractor and any of its employees may be considered to be a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes, and the Contractor and any of its employees may be obligated to report acts or reports of bullying pursuant to Section 10-222d of the Connecticut General Statutes, in connection with the Contractor's provision of services to the Board pursuant to this Contract. The Contractor and its employees agree to report, or to cause to be reported, suspected child abuse and/or neglect pursuant to the Board's Child Abuse and Neglect Reporting Policy and using the Department of Children and Families Form. The Contractor and its employees further agree to report, or to cause to be reported, any act of bullying witnessed by or reported to the Contractor and/or its employees pursuant to the Board's Safe School Climate Plan. The Contractor agrees to conduct all required and/or appropriate training of its employees performing services under this Contract in compliance with applicable state law, including but not limited to DCF Mandated Reporter Training, and Board policy. Contractor may access copies of the applicable Board policies via the Board's web site.

6. STUDENTS

- A. Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off, including using a child check system. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. Vehicle Operators must remain on the Vehicle at all times when Students are aboard, unless relieved by authorized personnel.
- B. Only individuals specifically designated or authorized by the Board and/or the Contractor, will be allowed to ride the Vehicles. Vehicle Operators are responsible for limiting passengers to those eligible to ride and shall not operate a Vehicle in excess of rated capacity.
- C. The Contractor shall have the responsibility to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the Board. The Contractor and its employees are responsible for being familiar with relevant Board policies. Such responsibility shall not, however, include the right to administer corporal punishment, or the right to remove any Student from the Vehicle before it

reaches its destination, or otherwise under circumstances, which may or are likely to result in injury or danger to any Student. The Vehicle Operator shall help enforce Board policies and shall report on the Student Discipline Form to the appropriate Board contact the names and circumstances of Students who violate such policies and cannot be managed by the Vehicle Operator. If a meeting is required to deal with any discipline issue, the Contractor shall make the Vehicle Operator available for said meeting.

- D. The Contractor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle and is clear of the roadway at the designated place of drop off.
- E. In the event of disciplinary infractions by Students on Vehicles, which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, inform the Contact Person via radio (or cell phone) of the foregoing, and not proceed until discipline is voluntarily restored. The Vehicle Operator shall report all such occurrences to the Contractor, and the Contractor shall notify the Board. However, under no condition shall a Student be “put off” a Vehicle for any reason while it is in transit, and thereby exposed to the hazards of walking, either on the way to a School, or on the way home, as punishment by the Vehicle Operator. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior.
- F. The Contractor agrees that in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the Board.

7. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless, the Manchester Board of Education and Town of Manchester and their respective officers, employees and agents, from any and all loss, liability, damage, penalty, expense or fee, including attorneys’ fees, or other costs or obligations, arising from or relating to (i) the Contractor’s breach of this Contract; (ii) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; and (iii) any other action or event arising out of, or in any way connected, with this Contract. The Contractor agrees that the Board shall have the right to participate in the defense of any such claim through counsel of their choosing. This indemnity shall not be affected by other portions of this Contract. This provision shall survive the termination of the Contract.

8. LAWS AND BOARD POLICIES

- A. The Contractor shall comply with the laws, rules, regulations, and policies of Federal, State, and Local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar and abide with all of the aforesaid laws, rules, regulations, and policies as well as the contents of any transportation manual or other rules, regulations, and policies which the Board might publish.
- B. The Contractor must be familiar with any and all policies, or regulations, of the Board which affect the Services and that have been, or will be, distributed to it during the term of this Contract.

9. STUDENT DATA PRIVACY

Student Data. The Parties shall execute the Student Data Privacy Addendum to the Contract, in accordance with sections 10-234aa through 10-234dd of the Connecticut General Statutes, to identify the obligations of the parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”) received or obtained by the Contractor in connection with the Contract.

10. COMPLAINTS

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

11. ACCIDENTS AND BREAKDOWNS

Any accident involving a Student or the Services shall be reported orally to the emergency number(s) provided by the Board IMMEDIATELY. The Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the Board. The Contractor shall (i) prepare a written report of any such event and deliver it to the Board as soon as possible and not later than twenty four (24) hours after such event; (ii) provide, concurrent with the submission of the written report, a seating chart indicating where each passenger was seated at the time of the incident; and (iii) provide the Board with a copy of the police report issued for such event as soon as such report is available.

12. INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing, (10 days for non-payment). Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and approved by the Board of Education. The Board of Education reserves the right to reject insurance companies; if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor’s liability.

- A. The insurance set forth in this Section 12 is required to be maintained in full force until all work required by the contract has been fully completed. Insurance will be primary and non/contributory with a 30-day notice of cancellation in favor of Manchester Public Schools, Manchester Board of Education (BOE), Town of Manchester (Town) and any of their officers, agents, officials, employees, volunteers, boards and commissions.

- B. Manchester Public Schools, Manchester Board of Education, Town of Manchester and any of their public officials, agents and employees must be included as additional insureds on all policies except Worker's Compensation.
- C. A waiver of subrogation in favor of Manchester Public Schools, Manchester Board of Education, Town of Manchester and any of their public officials, agents and employees must be included on all policies.
- D. **The following insurance requirements must be met through insurance coverage maintained by Contractor, at its sole expense, during the Term of the Contract:**

Commercial General Liability:

General liability \$10,000,000 (combined single limit) bodily injury/property damage coverage per occurrence.

Automobile Insurance:

Auto liability \$10,000,000 (combined single limit). Property damage and bodily injury coverage.

Workers Compensation and Employers Liability:

Covering all employees and meeting the requirements of Connecticut law.

Umbrella or Excess Liability

\$2,000,000

Sexual Misconduct & Molestation

\$10,000,000

Unemployment Insurance

Coverage consistent with the requirements of Connecticut law.

- E. The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing compliance with the minimum coverage levels, as required by this Section.
- F. Any deductible or self-insured retention must be declared to and approved by the District. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.
- G. The Contractor shall hold harmless, defend and indemnify the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools from all claims for damages, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools by third parties, employees of the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools, or employees of the Contractor.
- H. The Parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Contractor's liability to the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools by virtue of this promise to indemnify and hold the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools harmless so that in the event of any settlement of

a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Contractor, the Contractor shall be liable to the Town of Manchester, the Manchester Board of Education, and the Manchester Public Schools for the difference, plus all fees and expenses incurred in collecting same, all at the Contractor's sole cost.

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

13. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board, (i) has failed to provide the level of required Services; (ii) has failed to fulfill Services required in accordance with agreed schedules; (iii) has become insolvent; (iv) makes an assignment for the benefit of creditors;(v) files a voluntary petition in bankruptcy; (vi) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (vii) abandons the Services; (viii) subcontracts, assigns, transfers, conveys, or otherwise disposes of its obligations under the Contract other than as provided herein; (ix) fails to provide the insurance required under Section 12; or (x) fails to comply with any other term or condition contained in the Contract, then the Board shall have the remedies described in this Section.
- B. If any item in subsection (A) above occurs, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- C. If a violation of any item in subsection (A) of this Section occurs and relates to a certain route, the Board may remove such route from the Contract and assign it to another transportation service provider.
- D. The above remedies are in addition to any other remedies the Board may have.
- E. In the event of Contract termination by the Board, the payment obligations under the Contract shall cease as of the last date on which Services were properly performed by the Contractor.

- F. In the event of Contract termination by the Board and the necessity to bid or otherwise negotiate a new contract for Transportation Services 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(s) in costs for Transportation Services, for the duration of the term of the original Contract.
- G. The Contract shall be contingent upon appropriation by the Town of Manchester of funds sufficient to meet the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Boards are not received, or if anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).

14. INDEPENDENT CONTRACTOR

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

15. ASSIGNMENT

The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the Board. For purposes of this Section, a transfer of more than 20% of the capital stock of the Contractor shall be deemed to be an assignment.

16. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor has submitted a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Contract because of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression, or any other category protected by law. The Contractor to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression or any other category protected by law.

17. MISCELLANEOUS

- A. The Board is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). The Board is entitled to receive a copy of records and files related to the performance of the transportation Services, and such records and files are subject to FOIA and may be disclosed by the Board pursuant FOIA.
- B. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect, and the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
- C. This Contract and all Exhibits attached hereto, and including the Bid Documents, constitute the full and complete agreement of the parties hereto, and shall be binding upon their respective permitted successors and assigns. Should the Bid Documents directly contradict the terms of this Contract, the Contract shall control.

- D. This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Connecticut.
- E. No amendment, change, waiver, or discharge hereof, shall be valid unless in writing and signed by both parties.
- F. No failure by the Board to insist upon the strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy, consequent upon a default thereof, shall constitute a waiver of such default, and shall not be deemed to be a waiver of a subsequent default of such term, covenant, or condition.

IV. List of Schools

Listed below are Manchester Public Schools, other Schools located in Manchester, and other schools located outside of Manchester where special education transportation services may be required.

| MANCHESTER PUBLIC SCHOOLS | | |
|--|--------------------------|------------|
| Manchester Preschool Center – Pre-K/Head Start | 60 Washington Street | Manchester |
| Bowers Elementary School – K-4 | 141 Princeton Street | Manchester |
| Buckley Elementary School – PreK-4 | 65 North School Street | Manchester |
| Highland Park Elementary School – K-4 | 397 Porter Street | Manchester |
| Keeney Street Elementary School – PreK-4 | 179 Keeney Street | Manchester |
| Martin Elementary School – K-4 | 140 Dartmouth Road | Manchester |
| Verplanck Elementary School – K-4 | 126 Olcott Street | Manchester |
| Waddell Elementary School – K-4 | 163 Broad Street | Manchester |
| Bennet Academy – 5-6 | 1151 Main Street | Manchester |
| Illing Middle School – 7-8 | 227 Middle Turnpike East | Manchester |
| Manchester Middle Academy – 5-8 | 94 Cedar Street | Manchester |
| Manchester High School – 9-12 | 134 Middle Turnpike East | Manchester |
| Manchester Transition Center – 9-12 | 11 Center Street | Manchester |
| Manchester Regional Academy – 7-12 | 665 Wetherell Street | Manchester |

| OTHER SCHOOLS LOCATED IN MANCHESTER | | |
|--|--------------------------|------------|
| Adelbrook Children’s Learning Center | 42 Prospect Street | Manchester |
| Cheney Tech | 791 West Middle Turnpike | Manchester |
| Cornerstone Christian School | 236 Main Street | Manchester |
| East Catholic High School | 115 New State Road | Manchester |
| Great Path Academy | 60 Bidwell Street | Manchester |
| Manchester Memorial Hospital – Clinical Day School | 71 Haynes Street | Manchester |
| Odyssey Community School | 579 Middle Turnpike West | Manchester |
| St. Bridget’s School | 74 Main Street | Manchester |
| St. James’ School | 73 Park Street | Manchester |

| OTHER SCHOOLS LOCATED OUTSIDE OF MANCHESTER | | |
|--|------------------------|---------------|
| AI Prince Tech | 401 Flatbush Avenue | Hartford |
| American School for the Deaf | 139 North Main Street | West Hartford |
| Classical Magnet | 85 Woodland Street | Hartford |
| CREC - Civic Leadership High School | 1617 King Street | Enfield |
| CREC – RiverStreet Autism Program | 1289 Blue Hills Avenue | Bloomfield |
| CREC – Polaris | 474 School Street | East Hartford |
| Devereux | 60 Miles Road | Rutland, MA |

OTHER SCHOOLS LOCATED OUTSIDE OF MANCHESTER

| | | |
|--|-----------------------|---------------|
| Gengras Center | 1678 Asylum Avenue | West Hartford |
| Glastonbury Vo-Ag | 330 Hubbard Street | Glastonbury |
| Grace Webb School | 200 Retreat Avenue | Hartford |
| Hartford Magnet Trinity College Academy | 52 Vernon Street | Hartford |
| High Road School | 245 Locust Street | Hartford |
| Oak Hill at Hartford | 120 Holcomb Street | Hartford |
| Oak Hill at Hemlocks Center | 85 Jones Street | Amston |
| Project Genesis | 720 Main Street | Willmantic |
| Raymond Hill School | 345 Linwood Street | New Britain |
| River Street School | 601 River Street | Windsor |
| Riverside Magnet School at Goodwin College | 29 Willowbrook Road | East Hartford |
| Rockville Vo-Ag | 7 Loveland Hill Road | Vernon |
| Solterra Academy | 300 John Downey Drive | New Britain |
| Two Rivers Magnet Middle School | 337 East River Drive | East Hartford |
| Woodland School | 110 Long Hill Drive | East Hartford |

V. Proposal Forms

Affirmations and Declarations Transportation for Special Education Students

The undersigned duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called Contractor) submitting this proposal affirms and declares:

1. That this proposal is executed by said Contractor with full knowledge and acceptance of the terms outlined in the Request for Proposals concerning the transportation of certain Manchester students with special needs.
2. That this proposal shall remain firm for a period of no less than ninety (90) days and that this proposal shall not be withdrawn without the consent of the Manchester Board of Education.
3. That should the Board of Education accept this proposal in writing, said Contractor will furnish the services for which this proposal is submitted at the dollar amount indicated and in compliance with the provisions of the Contract.
4. That all items, documents and information required to accompany this proposal are enclosed herewith.
5. That the Contractor understands and accepts that price shall not be the only factor in the award of the Contract. Contractor understands and accepts that other factors to be considered in selecting the successful Bidder include, without limitation:
 - The accuracy, responsiveness, and conformity with the requirements of this Request for Proposals of the Bidder's proposal;
 - The experience, competence, and track record of the Bidder;
 - The nature, size, ownership structure, and financial condition of the Bidder's organization;
 - Personnel (e.g., trained vehicle operators and aides), and/or plan for recruitment of qualified personnel, to perform the services required;
 - Other transportation services currently under contract by the Bidder;
 - Location of the headquarters of the Bidder, as well as location of, and ownership status of, proposed depot/lot for storage of vehicles providing services to the Town and the Board;
 - Accessibility of the senior officers of the Bidder during contract performance;
 - Responsiveness, capacity, and availability to perform the services based on the changing needs of the Board of Education;
 - Demonstrated ability to transport school children with special needs safely and reliably;
 - Other factors considered to be in the best interests of the Town or the Board of Education; and
 - Cost/Price.

The Contract that may be entered into will be that most advantageous to the Board of Education, all factors considered.

6. That the Contractor proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid Specifications.

The Contractor shall provide vehicles, equipment, personnel, clerical services and other resources necessary for

special education transportation (and, as applicable, homeless youth) at the rates shown in the Price Proposal Form. The rates shall be considered “all inclusive.”

The undersigned submits the foregoing proposal without collusion with any other person, firm, or individual.

Firm Name: _____

Signature: _____

Printed Name: _____

Telephone: _____

Fax Number: _____

Price Proposal Form

Please indicate the rate for each of the vehicle options listed below.

Daily Rate – In Manchester:

Minivan/Car: \$ _____

Van: \$ _____

Lift Van: \$ _____

Type II Minibus: \$ _____

Type II Lift Minibus: \$ _____

Type I Bus: \$ _____

Aide/Monitor: \$ _____

Hourly Rate Outside of
Home to School Times: \$ _____

Alternate Vehicle: \$ _____

Daily Rate – Outside Manchester:

Minivan/Car: \$ _____

Van: \$ _____

Lift Van: \$ _____

Type II Minibus: \$ _____

Type II Lift Minibus: \$ _____

Type I Bus: \$ _____

Aide/Monitor: \$ _____

Hourly Rate Outside of
Home to School Times: \$ _____

Alternate Vehicle: \$ _____

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

Proposer Information

Proposer: _____
(Print Business, Partnership or Corporate Name)

Address: _____

Signature: _____ Date: _____
(Authorized Signature)

Name: _____ Title: _____
(Please Print)

Telephone: _____ Fax: _____

Federal Tax Identification Number (FEIN): _____

Contact Person for Contract: _____

Title: _____

Email: _____ Telephone: _____

The proposer is: ___ Individual ___ Partnership ___ Corporation, incorporated in _____,

Please affix seal.

Names and titles of other officers or partners are:

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

AFFIRMATIVE ACTION STATEMENT

TO: All Vendors
FROM: Karen L. Clancy
Assistant Superintendent, Finance and Management
SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Karen L. Clancy
Assistant Superintendent, Finance and Management

STATEMENT OF POLICY

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

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

Signature

Date

Name

Title

Telephone

Street Address

Fax

City/State/Zip Code

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

CONTRACTOR INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the School District and its respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, arising from or relating to (i) the Contractor's breach of this Contract; (ii) strictly limited to the extent of negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (iii) any other action or event arising out of or in any way connected with this Contract. The Contractor agrees that the School District shall have the right to participate in the defense of any such claim through counsel of its choosing. This indemnity shall not be affected by other portions of this Contract.

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

STATE OF _____

COUNTY OF: _____

Signed by Proposer

Name

Legal Name of Vendor

Street

City/State/Zip Code

Date

Subscribed and Sworn to before me on this
_____ day of _____ 20____

Notary Public

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

NON-COLLUSIVE STATEMENT

TO: All Vendors
FROM: Karen L. Clancy
Assistant Superintendent, Finance and Management
SUBJECT: Non-Collusive Statement

The undersigned vendor, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The bid has been arrived at by the vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
2. The contents of the bid have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned vendor further certifies that this statement is executed for the purposes of inducing Manchester Public Schools to consider the vendor and make an award in accordance therewith.

Legal Name of Vendor

Business Address

Name and Title of Authorized Signor

Signature

Date

Telephone

Fax

eMail Address

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

BACKGROUND CHECK COMPLIANCE AGREEMENT

TO: All Vendors
FROM: Karen L. Clancy, Assistant Superintendent, Finance and Management
SUBJECT: Background Check Compliance Agreement

PURPOSE

The Background Check compliance agreement is intended to ensure that proposer, awarded this contract, has or will hire qualified employees/staff to provide and maintain a safe and secure environment.

POLICY

Proposers shall comply with maintaining a policy and procedure in place for a background check and performing background checks, in accordance with any State and Federal laws for any person assigned to this contract.

DEFINITION OF A BACKGROUND CHECK

A background check is a process in which the specifics of an individual's past history are verified for the purposes of determining qualifications for employment/work, and it is conducted in addition to a reference check. The type of background check conducted is dependent upon a position's responsibilities and required qualifications by the contract. When conducting background checks, it is the proposer's responsibility to comply with any State and Federal laws, including Public Act 16-67.

COMPLIANCE AGREEMENT

The proposer hereby agrees that assigned personnel for this contract have been administered a background check. To the best of the proposer's knowledge, the employee has a satisfactory background check in accordance and in compliance with any State and Federal laws. The proposer and its employees release Manchester Public Schools, its officers and its employees from any and all liability arising out of or related in any way to such testing.

Legal Name of Vendor

Business Address

Name and Title of Authorized Signor

Signature

Date

Telephone

Fax

eMail Address

Summary Description for Vendors Regarding Manchester's Living Wage Ordinance

Effective February 1, 2010, the Town of Manchester adopted a living wage ordinance. This Summary Description is designed to provide any vendor bidding on a Town of Manchester or Manchester Board of Education contract with the key provisions of that ordinance. It does not contain the full ordinance.

LIVING WAGE REQUIREMENT:

The ordinance requires that companies awarded service contracts by the Town of Manchester exceeding \$25,000 in any one fiscal year pay their **Eligible Employees a living wage**. Companies considered **Covered Employers** subject to this requirement are defined below. The Town of Manchester has determined that the contract resulting from this bid or Request for Proposals will be subject to the ordinance if the total contract value is \$25,000 or more in any one fiscal year.

The living wage is currently calculated to be \$14.24/hour for employees that are provided comprehensive health care benefits, or \$18.32/hour for employees that are not provided comprehensive health care benefits.

The living wage and health benefit requirements are adjusted annually each July, effective July 1, 2010. Companies will be required to pay the applicable living wage rate in effect during the term of their contracts.

COVERED EMPLOYERS AND EXEMPTIONS:

The ordinance requires that Covered Employers pay the living wage rate. Certain employers are excluded from paying the living wage rate. They are as follows:

1. Non-profit organizations as defined by the ordinance, and
2. Entities that employ less than 25 eligible employees.

ELIGIBLE EMPLOYEES:

Eligible employees are **all permanent, full time employees** of the company (defined as a normal work week of at least 30 hours), working in the State of Connecticut, **not just those working on the Town contract**. The following are **not** considered eligible employees for the purposes of the living wage requirement:

1. Employees with a normal work week of less than 30 hours.
2. Seasonal or temporary employees.
3. Employees under the age of 18.
4. Employees hired as part of a school-to-work program.
5. Students who serves in a work-study program or as an intern.
6. Trainees participating for not more than six months in a training program.
7. Employees enrolled in a governmentally funded vocational rehabilitation program.
8. Volunteers working without pay.
9. Employees exempted under Section 14(c) of the Fair Labor Standards Act due to disabilities.
10. Any person whose wage rate is subject to a federal or State of Connecticut statute or regulation mandating a prevailing wage rate.

EMPLOYER OBLIGATIONS:

Covered Employers are required to do the following pursuant to the ordinance.

1. Certify with the submission of their bid or proposal a) that they will pay the required living wage to eligible employees if awarded a contract, or b) that they are exempt from requirements of the ordinance,
2. Upon award, covered employers shall provide the Town a sworn affidavit affirming that all eligible employees of the covered employer working in the State of Connecticut are receiving the living wage and health benefits required by this ordinance.
3. This sworn affidavit shall be provided thereafter on an annual basis within 30 days of a request being made by the Town if the duration of the contract exceeds one (1) year.
4. Notify their employees of their rights under the Living Wage Ordinance by posting a copy of the ordinance and other materials prepared by the Town of Manchester in locations where employees will see them.
5. Make best efforts to attempt to hire residents of the Town of Manchester for all new positions which result from a service contract subject to the ordinance.

PROHIBITED PRACTICES:

1. Covered Employers cannot decrease non-wage benefits (such as insurance, vacation, or pension) as a means of complying with the living wage requirements.
2. Covered Employers cannot retaliate or discriminate against any employee for making a complaint against the covered employer regarding compliance with living wage requirements.

ENFORCEMENT:

The Town may enforce the provisions of this ordinance by the imposition of fines, suspension of contract or declaring the Covered Employer ineligible for future contracts.

WAIVERS:

The ordinance provides for the waiver of certain requirements in the ordinance. However, no waivers will be considered until the bidding process has been completed and a contract has been awarded. Requests for waivers must be made by the Covered Employer, in writing, to the General Manager.

The General Manager shall submit the waiver request to the Board of Directors, which shall have the sole discretion as to whether it is granted.

The above is intended to be a summary of the requirements of the living wage ordinance as they affect covered employers and is provided for informational purposes only. Employers should read the entire Living Wage Ordinance. It can be found online at www.townofmanchester.org on the left side of the page. Click on Document Center, scroll to General Services and click on Living Wage Ordinance.

**TOWN OF MANCHESTER LIVING WAGE
CERTIFICATION FORM**

The Town of Manchester has determined that this contract may be subject to the provisions of the Manchester Living Wage Ordinance, Chapter 212 of the Manchester Code of Ordinances, Sections 212-1 through 212-11.

Bidders are required to indicate whether they are a Covered Employer as defined by the Manchester Living Wage Ordinance or are exempt from the requirements by marking the appropriate section below.
FAILURE TO INDICATE MAY RESULT IN THE REJECTION OF YOUR BID.

_____ I/We are a covered employer and shall pay the required living wage to eligible employees and comply with the requirements of the ordinance during the term of the contract.

Or that:

_____ I/We are not a Covered Employer and therefore not subject to Manchester's Living Wage Ordinance for the reason indicated below:

_____ Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended.

_____ Bidder employs less than twenty five (25) eligible employees.

_____ Annual contract value is less than \$25,000.

I, _____ of _____ do hereby certify
Officer, Owner, Authorized Rep. Company Name

that the representations made above are accurate for _____ .
Bid Name or RFP Name

Signed by: _____ Dated: _____

TO BE RETURNED WITH BID OR RFP SUBMISSION.