

**MANCHESTER BOARD OF EDUCATION**  
**REQUEST FOR PROPOSAL FOR**  
**STUDENT TRANSPORTATION SERVICES**  
**PROPOSAL # 022-003**

**RFP Issue Date: October 25, 2021**

**Proposal Due Date: December 15, 2021**

**Questions:** In writing *only*, via email at [rfps-bids@mpspride.org](mailto:rfps-bids@mpspride.org). No questions will be accepted after November 22, 2021.

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## ARTICLE 1. INVITATION TO SUBMIT

Pursuant to the terms and conditions of the Request for Proposals (“RFP”), the Manchester Board of Education (referred to herein as the “Board”), is pleased to announce this invitation to providers of transportation services for submission of sealed proposals from qualified transportation companies for student transportation services to Manchester Public Schools (“MPS”) ( the “transportation Services”), commencing on July 1, 2022.

Forms for proposal, certifications, conditions, specifications, and any addenda may be obtained on the Board’s website <https://www.mpspride.org/Page/311> or from the Business Office of the Board located at 45 North School Street, Manchester CT, 06042. 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 in the Proposal Documents shall apply.

Sealed Proposals will be received in the Business Office of the Board, 45 North School Street Manchester CT, 06042 until 10:00 a.m. EST on December 15, 2021, at which time they will be opened and publicly read. Bids shall be plainly marked in the lower left hand corner, **Manchester Student Transportation Services, Bid #022-003 Bid Opening December 15, 2021 10:00 a.m.**

**Bonds required:** The Proposer shall be required to furnish, at its expense, a proposal bond or certified check in the amount of 10% of the Proposers’ proposed price for the first year of the Contract. A performance bond in the amount of one hundred percent (100%) of the estimated annual contract price is being requested as an alternate. However, proof of the ability to obtain a performance bond must be submitted with the proposal.

Proposals will remain firm for a period of 30 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the Superintendent that the proposal has been withdrawn.

The Board 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 contract. **The Board reserves the right to waive technical defects in Proposals (as such term is hereinafter defined), 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 their judgment will be in the best interest of the Board even if such Proposal is not the low cost Proposal.** The Board also reserves the right to discuss the scope of services and specifications with one or more Proposers and to make such modifications as the Board in its sole discretion, deem to be in the Board’s best interest.

The contract period will be for a three (3) year term, beginning July 1, 2022. The Board is requesting proposals for the provision of a range of student transportation services including but not limited to: home-to-school (public, non-public, technical and vo-ag); in-district special education; summer (extended school year) transportation and extra-curricular, including field and athletic trips (excluding certain services).

Timeline: The following timeline is subject to change by the Board:

Issue Request for Proposal	October 25, 2021
Mandatory Pre-proposal Meeting	November 5, 2021
Deadline for submitting Questions	November 22, 2021
Proposal Due/Opening	December 15, 2021
Contract Award	January 12, 2022
Contract Start	July 1, 2022

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

Manchester Board of Education

## ARTICLE 2. DEFINITIONS

Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

- 2.1 “Addendum/Addenda” means written documents issued by the Board, which modify the RFP by additions, deletions, clarifications, or corrections.
- 2.2 “Board” means the Manchester Board of Education of the Town of Manchester, CT. 06042, and any appointed designee.
- 2.3 “Bus Route” means a fixed course traveled by each bus, which is established by the Contractor and approved by the Assistant Superintendent of Finance & Management. Multiple trips can make up a route.
- 2.4 “Assistant Superintendent” means Assistant Superintendent of Finance and Management or designee.
- 2.5 “Contract” means the transportation services agreement executed by and between the Board and the Proposer awarded the Transportation Services, which agreement shall be in the form attached hereto as Appendix B and made part hereof.
- 2.6 “Contract Term” means the length of time in which the Contract is valid and enforceable. The Contract Term is three (3) years with the option to extend yearly for a maximum of two (2) additional years.
- 2.7 “Contract Year” means July 1 through June 30 of a given year within the Contract Term.
- 2.8 “Contractor” means the Proposer who is selected by the Board to provide the Transportation Services and executes the Contract.
- 2.9 “Deadhead” means mileage or time to and from the bus lots that is not considered part of the bus routes or trips for time or mileage payments.
- 2.10 “Midday Schedule” means any scheduled bus trips, which are for the transportation of regular education or special education students to or from school at midday.
- 2.11 “In-district” means with the boundaries served by the Board.
- 2.12 “Pricing pages” means the pages from the Form of Proposal that contain the pricing information and which will constitute the Contract prices.
- 2.13 “Proposal or “Proposals” means a submission by a Proposer(s) to provide Transportation Services that conform to the Proposal Documents.
- 2.14 “Proposal Documents” means the Request for Proposal, together with all exhibits thereto and any Addendum or Addenda.

- 2.15 “Proposal Price” means the price, as shown on the applicable Form of Proposal in Appendix A, at which the Proposer offers to perform the services and work described in the Proposal Documents.
- 2.16 “Proposer” means the person or entity who submits a Proposal.
- 2.17 “Request for Proposals” or “RFP” means this Request for Proposals as published.
- 2.18 “School Day” for purposes 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 on the P.M. Specific “live hours” for the purposes of the Contract, and payment, are described herein.
- 2.19 “School Year” means the number of days for which transportation will be required and will be governed by the actual school calendar as adopted by each Board including the calendars of all other schools for which the Board is responsible for furnishing transportation. The School Year may vary based on the Board’s schedule. The Board reserves the right to modify the length of its school year, including increasing or decreasing the number of days of service for such Board.
- 2.20 “Shuttle Buses” means a mini bus or van that will be made available on stand-by every day for 2-hours during both the AM and PM runs to shuttle students from their homes to the school and back, who otherwise were not transported by the regular buses assigned to their routes.
- 2.21 “Special Education Van” means any vehicle with a passenger capacity up to fifteen passengers that is used to carry children to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut.
- 2.22 “Specification” means the description of services to be performed by Contractor together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- 2.23 “Superintendent” means the Superintendent of MPS and his or her designee.
- 2.24 “Wheel Chair Van/Bus” means a school bus body and chassis specification classified as a School Transportation Vehicle (STV). The vehicle, including the modifications, must be licensed by the State of Connecticut. The wheelchair van/bus will be required to be handicap equipped with wheelchair lift and associated harnesses.

### **ARTICLE 3. INSTRUCTIONS TO PROPOSERS**

- 3.1 Inspect carefully all provisions of this document.
- 3.2 Provide all information requested, including but not limited to the “Form of Proposal”, attached hereto as Appendix A. Be sure to sign in all required places, and initial each page where indicated. It is the Board’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 Board's operating and financial needs. However, the Board reserves the right to award to multiple vendors. 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 Board.

- 3.3 Submit five (5) hard copies and one (1) flash drive containing a complete copy of the **complete** sets of the Proposal, **including this complete set of Proposal Documents** and all supporting materials. Each Proposal shall include the printed copies of the Pricing Pages completed and signed by the Proposer. The official price submission of Proposer shall be the signed printed pages. Proposers must provide Pricing Pages. Any Proposal that does not provide Pricing Pages shall be deemed to be nonresponsive. The Proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted pursuant to this Proposal become the property of the Board and will not be returned to the Proposer.
- 3.4 All interested Proposers are required to attend a **MANDATORY virtual pre-proposal conference on Friday, November 5, 2021 at 10:00 AM**. Those interested in participating in the mandatory virtual pre-proposal conference should email Kim Boerner-Mercier at [b47kmerc@mpspride.org](mailto:b47kmerc@mpspride.org) Ms. Boerner-Mercier will email you with the Zoom invite/link and password. In the event the Board cancels the conference due to weather and road conditions, a notice of cancellation will be posted on Boards' websites along with and the revised conference date.
- 3.5 Proposals must be submitted in a box marked with the bidder's name and address on the upper left hand corner. Proposal shall be made out in the exact form of enclosed Proposal Form on bidder's letterhead and shall be signed by an officer of the company or corporation. Bids are to be plainly marked in the **lower left hand corner**, **Manchester Student Transportation Services, Bid # 022-003 Bid Opening Date December 15, 2021 10:00 a.m.**
- 3.6 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 Superintendent that the Proposal has been withdrawn.
- 3.7 Proposer must furnish, at its own expense and **with the Proposal**, a Proposal bond or certified check in the amount of ten percent (10%) of Proposer's proposed price for the first year of the contract. Checks will be made payable to Manchester Public Schools. Proposer must also furnish **proof of the ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the estimated annual contract price** and that it will be issued by a company authorized to do business within the State of Connecticut. Cost for the performance bond will be listed separately in the Pricing Pages.



- 3.8 Proposals will be received until 10:00 AM, Friday, December 15, 2021, c/o Manchester Public Schools, 45 North School Street Manchester CT, 06042, at which time and place all Proposals will be publicly virtually opened in the Manchester Board of Education meeting room and the names of the Proposers shall be read aloud. Those interested in participating in the virtual bid opening should email Kim Boerner-Mercier at [b47kmerc@mpspride.org](mailto:b47kmerc@mpspride.org). Ms. Boerner-Mercier will email the Zoom invite/link and password.
- 3.9 Proposers are encouraged to, prior to submitting their proposal, 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.
- 3.10 Bids received later than the date and time specified will not be considered. Amendments to or withdrawals of Bids received later than the date and time set for Bid opening will not be considered.
- 3.11 These Proposal documents shall be incorporated into and made a part of the Contract awarded by the Board.
- 3.12 The Board/Town of Manchester is exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in the Bid prices.
- 3.13 In the event of litigation relating to the subject matter of the Proposal Documents or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

*Proposers are also encouraged to include additional information about their services or company that will assist the Board in the review of Proposals and awarding of contracts.*

**ARTICLE 4. PROPOSALS**

4.1 Proposal Procedures and Requirements

- 4.1.1 The date and time of proposal opening is given in the Notice to Proposers. All Proposals must be submitted by this time and date. In the event the Board is closed on the date and time of the proposal opening due to weather conditions and Proposals cannot be submitted on the date and time of the proposal opening in the determination of the Board, Board may extend the date to receive Proposals. If Board make this determination, a notice will be posted on the Board's website of the new later date and time of the proposal opening.
- 4.1.2 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.

- 4.1.3 Where so indicated by the makeup of the Proposal Form, sums shall be expressed in clearly written (ink only) or typed figures. **Pencil will not be accepted.** Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer, and must be clear and readable. ***The printed copy of the Pricing Pages signed and submitted by the Proposer shall be the official price submission of the Proposer. No changes shall be made by Proposer to the format of the Pricing Pages.*** The Board reserves the right to interpret figures where lack of clarity of submission requires such action.
- 4.1.4 Except where specifically noted otherwise, all requested alternates must have a Proposal submitted.
- 4.1.5 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 Board before he/she submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the Board, her/his Proposal will be interpreted by the Board and any such interpretation shall be binding on the Proposer.

- 4.1.6 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 Board.

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

4.1.7 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 Board, 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 Board to discuss their Proposal, or to address such other issues as deemed important by the Board.

4.1.8 Submissions with Proposals:

- a) Proposers will provide, along with the completed Proposal, 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 school transportation program in compliance with the applicable laws, rules and regulations of the State of Connecticut. In addition to organizational experience, staff experience must be demonstrated. The Proposer, by submitting a Proposal, hereby authorizes the Board, or their respective authorized agent(s), to contact any school district listed for references, without obtaining any other consent from the Proposer.
- b) The Proposer must provide proof, along with the completed Proposal, that it can provide the required insurance coverage as outlined in these Proposal Documents. This proof can be in the form of a certificate of insurance naming the Board and the Town of Manchester as additional insureds, 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 Documents.
- c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a Performance Bond for the performance of the Contract. (Section 6.1). The requirements of the Performance Bond are described in Section 6.1 herein. 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 estimated annual contract price in the event the Proposer is awarded the Contract. After the first Contract Year, the determination of the selection of the Performance Bond rests solely with the Board and may be made each year prior to the start of the school year. The Proposer should also include on its Pricing Pages the annual cost of the Performance Bond.

- 4.1.9 In order to provide the required services envisioned in the Contract, Contractors must have a sufficient number of competent, trained driving personnel. Proposers shall submit descriptions of their driver recruitment programs, including *typical* wage and benefit information. In compliance with Section 4.1.8(a) above, Proposer shall provide an employment profile including at least the number of daily drivers required, the actual number of drivers employed, a description of targeted recruitment programs and driver training programs, and information on the scheduling process for proficiency testing. The Board is particularly interested in the approach(es) that would be undertaken by the Proposer to meet the employment and staffing requirements of this transportation program. The Proposer shall include its Proposal details on the projected staffing described in Section 10.4 of the Form of Contract. The information provided will be an important consideration in the Board's review of the Proposal.

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

The current employees of the existing contractors working in Manchester have unique knowledge and experience for their positions and the successful Proposer should take into account these attributes in making hiring decisions, if such current employees apply for employment with the successful Proposer. These persons must meet the Contractor's employment requirements.

- 4.1.10 All information required in the Proposal Documents must be complete and submitted to constitute an acceptable and responsive Proposal.
- 4.1.11 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 the rejection of a Proposal.
- 4.1.12 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.

- 4.1.13 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Board is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 4.1.14 All Proposals, amendments to Proposals and withdrawals of Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Board. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having its Proposal received by the Board on time at the place specified.

**RIGHT TO ACCEPT / REJECT: AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE BOARD RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN PROPOSALS, REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART, TO MODIFY THE FINAL CONTRACT BASED UPON NEGOTIATIONS WITH PROPOSERS AND TO MAKE SUCH AWARDS, IN WHOLE OR IN PART, INCLUDING ACCEPTING A PROPOSAL OR PART OF A PROPOSAL, THAT IN ITS JUDGMENT WILL BE IN THE BEST INTEREST OF THE BOARD EVEN IF SUCH PROPOSAL IS NOT THE LOW COST PROPOSAL.**

**THE BOARD ALSO RESERVES THE RIGHT TO INTERVIEW AND NEGOTIATE WITH ONE OR MORE PROPOSERS AFTER THE PROPOSALS ARE OPENED.**

- 4.1.15 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 Board and that the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.
- 4.1.16 All Proposals must be sealed and must be submitted in a box. All Proposals must be addressed to c/o Manchester Public Schools. The Proposal label must be clearly marked "**Manchester Student Transportation Services, Bid #022-003 Opening December 15, 2021 10:00 a.m.**" Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Proposals will become the property of the Board and will not be returned.

## 4.2 Proposer's Certification, Representations, and Qualifications

4.2.1 The Proposer shall submit a completed Certification attached as Appendix G to these Proposal Documents.

4.2.2 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 Board and the public generally. The Board may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract, and the Proposer shall furnish the Board with all such information for this purpose as the Board may request. **If, in the sole opinion of the Board, the Proposer is not properly qualified or responsible to perform any obligations of the proposed Contract, the Board reserves the right to reject its Proposal.**

The Board reserve the right to investigate all references, Proposers' current contracts and qualifications statements made by the Proposer. Upon investigation and evaluation, the Board 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 Board.

- a) Proposer shall possess and demonstrate facilities, 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 shall include a list, setting out the names of all Connecticut districts in which they have operated transportation services in the past three years, or are currently operating transportation services. The name and telephone number of each business official or other board of education or school district liaison must be provided for each district listed, along with a description of the type of transportation services provided (i.e. home-to-school; special education; extra-curricular), and the number and size of buses and vans used in the performance of the Contract.
- c) Proposer shall include a detailed description of the Proposer's driver recruitment program, including specific efforts that will be used to recruit qualified personnel in Manchester.
- d) Proposer shall include a brief resume summarizing the experience and qualifications of the manager, the dispatcher and the on-site supervisor/lead

driver for the Board, and “other” members of the managerial and supervisory staff who will be directly responsible for the performance of the Contract. The manager and dispatcher do not need to be located on site at the district’s bus lot. “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 manager, the dispatcher and the on-site supervisor/lead driver for the Board that will be directly involved in the performance of this Contract.

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

- e) The Proposer shall supply details on the typical operating program that would be utilized in the performance of the Contract, including such items as specialized training for new and experienced drivers 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.
- f) The Proposer shall provide its fleet replacement schedule (years and/or mileage) for vehicles in the categories appropriate to the Contract. The Board requires that the average age of the vehicles serving the Board (including spares) not exceed eight (8) years of age at any time during the Contract.
- g) Proposer shall include a current list of inspection vehicle violations.
- h) Proposer shall include 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.
- i) Proposer shall include 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 Board reserve the right to request additional information about any pending legal actions, whether disclosed in this submittal or not.

- j) Proposer shall include 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 Board 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.
- k) Proposer shall include 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.

4.2.3 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 Board 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.
- b) Pursuant to Section 4.1.6, 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 the Contract.

The purpose is to determine whether the Proposer is clearly in a financial position to take on and operate a bus contract of this size and scope. It is the responsibility of the Proposer to provide the financial proof that the company



is financially capable of performing the Contract. If the financial statements do not supply that information, then the Proposer must include other documents that will provide this proof. The Board may have the financial data analyzed by an independent auditor or such other financial advisor as determined by the Board. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this Contract, the Board has the right to reject the Proposal.

- 4.2.4 Proposer will be required to furnish, at its expense, a bid bond or certified check in the amount of ten percent (10%) of the Proposer's proposed price for the first year of the Contract. The surety company issuing the bid bond must be rated as a "secure" carrier in the current edition of A.M. Best's Insurance Guide.

The Bid bond or certified check will name the Board as obligee, and provide a guarantee that the Contract will be signed and delivered by the Successful Proposer, and in default thereof, the amount of such check or bid bond shall be retained by the Board as liquidated damages on account of such default.

- 4.2.5 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.
- 4.2.6 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.
- 4.2.7 The Proposer shall provide specific information on the person(s) that will provide safety and driver training to the staff under the proposed Contract.
- 4.2.8 As a part of the submission required with this Proposal, the Proposer shall submit to the Board a copy of its dress code applicable to drivers, monitors, attendants and aides.
- 4.2.9 Proposers are required to provide with their Proposal, in the form of Appendix C, attached hereto, the make/model, year, student seating capacity, 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. The Proposers shall include the equipment contained on the vehicles. A list of equipment on the vehicles will be considered in the proposal evaluation process.
- 4.2.10 The Proposer will provide details on the proposed site to be used to house, maintain, and operate the required bus fleet for providing the transportation services to the Board. The Proposer must obtain a facility or lot in the Town

of Manchester. Specific information on facility address, size of buildings and parking areas, and features of site(s) 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 facility be must be submitted. The Board reserve the right to inspect the facility prior to the award of a Contract, and periodically during the term of the Contract.

All vehicles are to be parked and stored in the Contractor's facility. It shall be the responsibility of the Contractor to provide adequate repair, maintenance and parking facilities for vehicles in the operation of the Contract.

#### 4.3 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, and sent to the Board via: [rfps-bids@mpspride.org](mailto:rfps-bids@mpspride.org) on or before November 22, 2021. Notice of any and all interpretations and any supplemental instructions prepared by the Board will be published as addenda on the Board's website. Any interpretations and addenda shall be completed and issued by the Board. Proposers are required to acknowledge receipt of and conformance to all published addenda; failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her Proposal submitted. It is the Proposer's responsibility to access the Board's websites and to receive all materials, data and addenda associated with this Request for Proposal.

### **ARTICLE 5. AWARD**

#### 5.1 Award Period

The Board will endeavor to make an award within thirty (30) days after the date of the proposal opening, and all Proposals shall remain firm during that time period. The Board further reserves the right to make awards following this initial thirty (30) day period to any Proposer who has not provided written notice to the Board that its Proposal has been withdrawn.

The Board will evaluate every written Proposal submitted and reserves to itself the right to be the sole judges of which Proposal best meets the needs of the Board. Prior to the award of the Contract and during the course of the Contract, the Board reserves the right to negotiate changes in the scope and commensurate costs of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer to the Board. As stated herein, the Board encourages Proposers to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive student transportation services on a cost-efficient basis.

#### 5.2 Transportation Program/Term

- 5.2.1 The Contract will be awarded for a period of three (3) years, commencing 7/1/22 and terminating 6/30/25. The Contract may be extended yearly, for a maximum of two (2) years, for a total Contract Term of five (5) years. If the Board desires to extend the Contract, it will notify the Contractor by January 5, 2025 and/or January 5, 2026.

The Contract will include public, non-public, charter, technical, and vo-ag schools home-to-school transportation including shuttle buses and late buses, athletic trips, optional in-district special education transportation, summer (extended school year) transportation, and optional extra-curricular services including field trips. This RFP does **not** include the district’s transportation services for specialized special education students, which are provided under separate contracts.

The program described herein covers various aspects of the transportation program operated by the Board.

- 5.2.2 The Transportation Services and other services required by the Proposal Documents include, without limitation, all vehicles, vehicle operators, equipment, maintenance services and other services required to provide such transportation and other services, and shall also include, without limitation, any other labor, materials, supplies, and overhead required to provide such transportation and other services. Prices in Proposals shall be “all-inclusive” and shall include any and all costs, expenses, fees, charges, taxes, and profits associated with the Transportation Services, with the exception of the cost for gasoline fuel. In connection with the Transportation Services, the Board shall be responsible for no monetary expenses other than the applicable Proposal Price. The Board is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in proposal prices or added to any services specified.

- 5.2.3 The Contract will be awarded based upon a review by the Board of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. Given the nature of the services, the Board reserves the right to award certain ancillary or specialized services (Special Education routes; field and athletic trips) to multiple contractors or to utilize its own or leased vehicles, during the course of this Contract.

During a fully implemented in-person school year (2019-2020 the current contractors provided the following vehicles:

Type of Vehicle	Quantity	Anticipated hours of operation
Regular and Vo-ag	Transportation	Services
Type I - Passenger bus (includes 5 Type I vehicles)	33	6:00-9:30am and 1:30-4:30pm with

with integrated seats for HeadStart)		mid-days running from 10:30am-12:30pm
Type II - Passenger bus	27	6:00-9:30am and 1:30-4:30pm with mid-days running from 10:30am-12:30pm
<b>Special Needs Transportation</b>	<b>Services</b>	
Type II Mini Bus w/Lift	2	6:00-9:30am and 1:30-4:30pm with mid-days running from 10:30am-12:30pm
Van	0	

The Board’s current schools and bell times are detailed in Appendix D.

The Board is requesting Proposals for Athletic and Field Trip Transportation Services as set forth below.

The number of vehicles may be changed throughout the course of the Contract and for future years, and the distribution of buses between the various services/contract (regular versus special needs) may be modified. The Board will be responsible to pay only for such vehicles that are actually used by the Board.

5.2.4 The Board 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 Board in consultation with the Contractor. Should the Board and the Contractor disagree on the bus to be utilized, the final decision rests solely with the Board.

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

5.3 Home-to-School Regular Transportation Requirements (Public, Non-Public, Charter, Technical and Vo-Ag).

- 5.3.1 It is estimated that 60 School Buses will be required during the first year of this Contract. The transportation of students will include students attending public and non-public schools in Manchester as well as those Manchester students enrolled in out-of-town programs. These out-of-town programs include the Vo-Ag schools such as Glastonbury Vo-Ag and Rockville Vo-Ag (inclusive of special education students).

The request for proposal requires services to be provided in accordance with the start and end times of each schools, which are identified in Appendix D.

- 5.3.2 For home-to-school transportation, the pricing system used in the Contract is based upon daily rate per bus and includes out-of-district runs.
- 5.3.3 The Board reserves the right to add or delete the number of regular routes at any time as the needs of the Board require. The Board shall give the Contractor such advance notice as is possible of its decision to add or delete a bus. In addition, the Board 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 Contractor's Pricing pages on Form of Proposal.
- 5.3.4 Mid-day and late runs will be based upon a one-hour guarantee unless the mid-day or 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 mid-day or late run, would be considered compensated time. If a mid-day or 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. Mid-day or 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 Board. The Board 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 Board. Prior to the initiation of any run, the Board will notify the Contractor of the time allocation and approved payment basis for the run.

Late Vehicles will be provided as determined by the Board. Information on current scheduled mid-day or late runs will be provided at the pre-proposal meeting.

- 5.3.5 A Shuttle Bus or van for shuttle runs will be provided on a daily stand-by basis for two (2) hours during the AM and PM runs to be used to pick-up and drop off students who otherwise were not transported via their regularly scheduled routes. The shuttle bus or van will be priced on an hourly rate.

- 5.3.6 At the request of the Board, the Contractor shall provide one (1) activity bus modified by removing some seats to provide room for equipment, which shall be made available for field and athletic trips. No fewer than three (3) seats and no more than four (4) seats shall be removed from each side of the bus to provide space. As an alternative, the activity bus may have undercarriage storage capabilities. During use and when possible, the bus will remain at the site for the duration of the event. If an additional bus is required, the Board shall provide four (4) months' notice. The Board agrees to pay the prevailing rate for the activity bus during any year it is provided.
- 5.3.7 The Contractor shall have at least two (2) spare Type I buses for emergency, athletic, and educational purposes. These are in addition to the Type I buses identified in Section 5.2.3 and such buses shall be parked in a suitable location in Manchester or at the Contractor's terminal while schools are open. Stand-by drivers must be available to operate these vehicles.

#### 5.4 Special Education Transportation Requirements

- 5.4.1 The Board is requesting pricing for in-district special education transportation services as noted in 5.2.3. The use of such transportation services will be at the option of the Board. The Contractor shall make every attempt to assure that vehicles are available for such trips. If the Contractor cannot meet the needs of the Board, the Board may enter into separate contracts with another provider for such transportation services.
- 5.4.2 The Contractor shall provide as requested such carryalls, vans and station wagons necessary for the transportation of special education students to and from their homes and Manchester schools. Wheelchair equipped van(s) shall be provided as required by the Board.
- 5.4.3 The Contractor agrees that as a rule, only Manchester students will be transported under the terms of this contract.
- 5.4.4 If at any time additional special education transportation vehicles are needed, the Contractor will be notified as soon as possible. If the Contractor cannot meet the needs of the Board, the Board may enter into a contract(s) with another provider of transportation services.
- 5.4.5 The Board reserves the right to add and/or delete special education transportation vehicles as the needs of the Board require. The Board shall give the Contractor such advance notice as is possible given the nature of special education transportation needs.
- 5.4.6 The Board is also requesting an hourly rate for the Contractor to supply the necessary trained bus monitors, aides or attendants as needed by the Board. The monitors, aides or attendants will be paid for the time they actually work,

as determined by the run times calculated by the Board where the services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. Unless monitor, aide or attendant leaves during the AM or PM run, the monitor, aide or attendant would be paid for the same run length as the bus, minus the pre/post trip times. The use or need for a monitor, aide or attendants rests solely with the Board. There may be time when special needs runs require the services of a nurse. Although the bus monitor, aide, attendant or nurse may be provided by the Board, the Contractor will be required to facilitate the transport of the nurse in methods and procedures as determined by the Board.

5.4.7 The Contractor shall have available one (1) spare Type II bus for emergency, and educational purposes. This is in addition to the Type II buses identified above in Section 5.2.3. This bus shall be parked in a suitable location in Manchester or at the Contractor's terminal while schools are open. Stand-by drivers must be available to operate these vehicles.

## 5.5 Field and Athletic Trips

5.5.1 The Board is requesting pricing for Field and Athletic trips based upon a rate per hour. With regard to Athletic trips, the Contractor will be provided the right of first refusal to provide such transportation services. This right shall not prevent the Board from requesting transportation services for Athletic trips from other providers when the Contractor is unable to provide such services. The use of Field trip transportation services will be at the option of the Board. The Contractor shall make every attempt to assure that vehicles are available for such trips. If the Contractor cannot meet the needs of the Board, the Board may enter into separate contracts with another provider for such transportation services.

5.5.2 For field or athletic trips that are considered "in-district", within the district's Town Boundaries, the Board will guarantee one (1) hour of billing at the driving time rate with the exception of "drop and pick" trips, which does not include waiting time, and which has its own pricing as detailed herein. For field or athletic trips that are "out-of-district", outside of the district's Town Boundaries, 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 Contractor's Form of Proposal. Mileage and billable time will be based from "point-of-pick-up" to "point of drop-off", and does not include any deadhead mileage (or time).

Drop and pick runs are only to be performed at the specific request of the Board. For the "drop off" portion of the trip, driving time shall be based upon the scheduled

time for departure in the district, to the drop off point, and to return to the Contractor's terminal. For the "pick-up" portion of the trip, the time shall be from the Contractor's terminal, to the pick-up point and back to the student delivery point in the district. For "drop and pick" runs, the driving time paid shall be the total driving time for both sections of the run with the total driving time being at least one hour of driving time. Any tolls incurred in performing a "drop and pick" run will be reimbursed to the Contractor.

5.6 Proposal Submissions

5.6.1 Once the Board receives Proposals, the Board 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 Board's needs, the Board may meet with one or more Proposers to discuss their Proposals. *Any changes in the requirements in these Proposal Documents 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 awards and will be incorporated into the Contract.*

5.6.2 No cash discount may be offered or quoted by any Proposer.

**ARTICLE 6. ADDITIONAL EQUIPMENT/REQUIREMENTS**

The Board has determined that the following additional equipment and/or requirements are included in this RFP.

6.1 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 price 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 Boards, 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 Board at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the Board 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 Board. **Proof of ability to be bonded must be submitted with the Proposal.**

The Board intends the Contractor to furnish a performance Bond for the first Contract Year. Thereafter, a determination on the acceptance of the Performance Bond, ultimately rests solely with the Board and may be made each year prior to the start of the school year. The Performance Bond must be submitted on an annual basis. Failure to renew the Bond for each succeeding Contract Year shall be a default by the Contractor.



## 6.2 Global Positioning System (GPS)

The Proposer is to provide costs for the installation and operation of a GPS system to be provided by the Proposer, and which would provide the Board with access to the GPS data at its offices. The Proposer shall provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. On the Form of Proposal, the Proposer shall provide the annual cost per bus for the installation and operation of 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 the type of GPS system rests solely with the Board.

## 6.3 Digital Camera System

The Proposer is to provide costs for the installation and operation of a digital camera system with a minimum of two camera lens. Cameras must be operating at all times, and the Proposer is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The Proposer shall also supply the necessary viewing equipment and/or software, at no cost to the Board. Camera output must be retained for a minimum of thirty business days or such longer periods reasonably designated by the Board. The Proposer shall include in its Proposal details on the digital camera system that would be utilized.

On the Form of Proposal, under Additional School Bus Equipment Pricing, the Proposer will provide the cost per bus per year for installation and operation of this feature. The Board reserves that right to designate some or all of its respective fleet to contain this feature. If there are multiple operating options available, the Proposer may submit alternate pricing for each operating method.

## 6.4 Routing Software Capabilities

The Proposer is to provide costs for the utilization of routing software in creating routes for the Board.

The Board is asking for a routing software package to facilitate optimal vehicle usage. The routing software must be compatible with the GPS software, as well as, with the student management system in use by the district. The routing software would be provided to the Board with a license for full use and the ability to have “read only” use of the routes. Training must be provided for a designated MPS representative as part of the software package.

The Proposer will provide the total cost per year on the Pricing Pages on the Form of Proposal.

## **ARTICLE 7. AWARD OF CONTRACT**

7.1 Each Proposal will be received with the understanding that its acceptance, in writing, by the Board, approved by the Board, to furnish any or all of the items described shall

constitute the terms of a Contract between the successful Proposer and the Board. The Board will present the final Contract to the Successful Proposer/Contractor, in the form attached hereto as Appendix B, and these Proposal Documents, along with any agreed upon modifications made pursuant to Section 5.6.1, shall be incorporated into and made a part of the Contract.

- 7.2 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; however, no right shall accrue to a Proposer until execution of a contract by the Superintendent.
- 7.3 These Specifications are intended to provide for school bus services for the transportation of students for the Board for the period of July 1, 2022 through June 30, 2025. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract proposed. In that regard, all Proposers are invited to review, among other things, the routing schedules used in the last full in-person school year of 2019-2020 as a representative month during the school year which are on file with MPS and available upon request.
- 7.4 The successful Proposer shall submit a Transition Plan to the Board within eight (8) calendar days after being notified that it will be awarded the Contract. Such Transition Plan must be approved by the Board. It must include, at a minimum: hiring of personnel; securing vehicles; installation of fuel tank(s) if required; routing software capabilities; 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 Board will provide whatever assistance they can, the responsibility for the development and implementation of the Transition Plan will rest fully with the successful Proposer. Failure to provide a satisfactory Transition Plan within fifteen (15) days after being notified that it will be awarded the Contract, may cause the successful Proposer to forfeit its eligibility for the Contract, as well as, its bid bond.
- 7.5 The Proposer shall designate a proposed bus lot, as described in Article 12 of the Form of Contract. The Proposer must obtain a facility or lot in Manchester.
- 7.6 The successful Proposer must execute the Contract in the form attached as Appendix B. **The terms, conditions and provisions of the Contract are incorporated into and made a part of this Request for Proposals. Each Proposer should be thoroughly familiar with all the terms, conditions and provisions in the Form of Contract.** *If the Proposer objects to or wants to revise any provision of the Form of Contract, the Proposer is to designate the challenged paragraph and submit its suggested revision in its Proposal on a separately designated page.*

The Contract may 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. 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 receives notice of the award of the Contract, shall forfeit to the Boards, as liquidated damages for such failure of refusal, the check or proposal bond.

- 7.7 If the contract is awarded, it will be awarded to the Lowest Responsible Bidder. This Bid does not necessarily contemplate an award based solely on price. In determining the Lowest Responsible Bidder, the following criteria will be considered, as applicable:
1. The ability and capacity of the Bidder to perform the work based on an evaluation of the character, integrity, reputation and experience of the Bidder. Consideration shall be given to previous work performed by the Bidder for the Board or for other agencies, including the quality and degree of satisfaction with the work performed.
  2. The financial resources of the Bidder and the Bidder's ability to secure any required bonds and/or insurance.
  3. Compliance by the Bidder with all applicable federal, state, and local laws, including any licensing requirements.
  4. Cost
- 7.8 The Board reserves the right to reject any and all Bids in whole or in part. The Board shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interest of the Board. Any or all Bids may be rejected if there is any reason to believe that collusion exists among the Bidders. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids, and unexplained erasures. Individual Bids may also be rejected if, in the opinion of the Board, such Bid does not meet the standard of quality established by the specifications. The foregoing examples are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids.
- 7.9 The Board retains the right to waive any technical defects, irregularities, and omissions in the Bids received if the best interest of the Board shall be served.

**APPENDIX B**

**FORM OF CONTRACT FOR TRANSPORTATION SERVICES**

**CONTRACT FOR TRANSPORTATION SERVICES**

This CONTRACT FOR TRANSPORTATION SERVICES (“Contract”) is made as of this \_\_\_ day of \_\_\_\_\_, 2021, by and among the Manchester Board of Education (the “Board”), and \_\_\_\_\_ (the “Contractor”).

WITNESSETH

WHEREAS, the Board wishes to provide transportation services for students for whom the Board provides transportation services for a period of three (3) years; and

WHEREAS, the Board has accepted a proposal for the provision of transportation services and awarded the Contract to Contractor on \_\_\_\_\_, 2022; and

WHEREAS, the Contractor is ready, willing and able to provide the required transportation services sought by the Board and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

**ARTICLE 1. TERM**

The term of the Contract shall be for a three (3) year period beginning July 1, 2022 and ending with the 2024-2025 school year (not later than June 30, 2025). The Contract may be extended for an additional year up to a maximum of two years.

**ARTICLE 2. DEFINITIONS**

*[Applicable definitions shall be added from Article 2 in the Request for Proposals.]*

**ARTICLE 3. SCOPE OF WORK**

3.1 Prior to the beginning of each school year, the Assistant Superintendent shall provide to the Contractor a list of all required vehicles and list of students for the Board. The vehicles and students may only be changed during the school year by the Assistant Superintendent. As to any communication as to those vehicles, students or related routes and runs, the Contractor shall only communicate to and receive communications from the Office of Finance & Management.

The Board, in conjunction with the Contractor shall approve the routes. The Contractor shall only charge the Board in accordance with this information and the Board is only responsible for paying for the actual vehicles used and designated services. Any disputes in payments shall be solely between the Board and the Contractor.

The vehicles for the Board shall be parked in a lot to be designated by the Contractor within the Town of Manchester. The cost of *diesel fuel* used in vehicles to transport Manchester students will be supplied by the Board and stored in tanks supplied by the Contractor. The Contractor will supply the cost of *gasoline fuel* used in vehicles to transport Manchester students. When submitting costs on its Pricing Pages, the Proposer should consider the fuel arrangements outlined herein. Prior to the start of the Contract Term, the Board and the successful Contractor will develop records satisfactory to the Board for keeping track of the gallons used and costs of the gasoline fuel incurred by the Contractor. The Contractor will submit its gasoline fuel costs with its monthly invoice.

- 3.2 The Contractor shall provide school bus services for the transportation of students for the Board (for the period 7/1/2022 through 6/30/2025).

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 Board's public schools, 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 (in conjunction with the Contractor) as are designated by the Board. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all students to and from the Board's public schools and other designated institutions.

The specifics of the Transportation Program are attached to this Contract as Exhibit A.

**[Note: Exhibit A shall be the provisions contained in Section 5.2 – 5.5 of the Proposal Documents.]**

#### **ARTICLE 4. GUARANTEES BY THE CONTRACTOR**

- 4.1 The Board, may at any time during the Contract term, by a written order of such Board, require the performance of such extra work, reduce the amount of work, or changes in the work as it may find necessary or desirable. The Board reserves the right to add to, delete from, or otherwise change the number of vehicles, style of vehicles, use of vehicles or length of operating day, and/or the number of days requiring transportation under the Contract. The amount of compensation to be paid to the Contractor for any increase or decrease in the number of vehicles, work or services as so ordered shall be determined by the applicable prices, set forth in the Contract, for the actual vehicles in use. Additional vehicles shall be at the applicable prices set forth in the Contract, for the actual vehicles in use as described in the Contractor's Pricing Pages from its Proposal. Any reduction in vehicles shall reduce the amount the Board pays based upon the applicable prices set forth in the Contract, described in the Contractor's Pricing Pages from its Proposal attributable to the vehicle(s) that will no longer be needed. The Board shall not be liable for any extra work or increased compensation unless authorized in advance by the Board's written order.

4.2 All material, services, and workmanship shall be subject to inspection, examination and test by the Board. 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 Board.

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

4.3 The Contractor represents, warrants and guarantees:

4.3.1 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.

4.3.2 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 of the Contract. Certificates of Insurance, where applicable, will be submitted to the Manchester Business Office no later than 30 days prior to the initiation of each Contract Year.

4.3.3 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 the Board.

4.3.4 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 Districts’ premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

4.3.5 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age, military or veteran status, genetic information, gender identity or expression or disability or any other reason prohibited by federal or state law. Such action shall be taken with reference but not limited to: recruitment, hiring, 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.

- 4.3.6 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 of race, creed, color, national origin, sex, sexual orientation, marital status, age, or disability or any other reason prohibited by federal or state law.
- 4.3.7 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.
- 4.3.8 The Contractor will comply with all federal and state provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- 4.3.9 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 Board.
- 4.3.10 In the performance of the Contract, Contractor is an independent contractor, the Board being interested only in having the bus transportation services performed. For all purposes of the Contract, all bus drivers, aides and others engaged by Contractor for the performance of the Contract shall be considered employees of Contractor and not of the Board, unless otherwise specifically designated by the Board. The Board may employ monitors, aides and/or attendants directly, and the Contractor will facilitate their travel and work on the buses.
- 4.3.11 All student information provided to the Contractor will be confidential, and the Contractor must comply with CT Student Privacy Act 16-189 and its amendments in addition to FERPA and other state regulations. The Boards' policies regarding confidentiality of student records and personally identifiable information will be provided to the Contractor.
- 4.3.12 At a minimum the Contractor will:
- a. Bring the school aged children of the community to school on time.
  - b. Provide highly skilled and courteous drivers.
  - c. Work continuously to maintain and improve an enviable safety record.
  - d. Keep vehicles in excellent mechanical condition.
  - e. Work with the school administration to improve service but not necessarily increase cost.
  - f. Understand the relationship between the quality of service and its interdependency with parent relations.
  - g. To at all times, work in an effective and professional manner.
  - h. To work with the School Administration to maintain the best possible parent/community relations.

## ARTICLE 5. PAYMENTS

- 5.1 The acceptance by the Contractor of the last payment of the Contract Term shall be and hereby is a release of the Board of all liability to the Contractor for all things done or furnished in connection with the obligations under the Contract and for every act and neglect of the Board and others relating to or arising out of the obligations under the Contract.
- 5.2 Payments of any claim shall not preclude the Board from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications of the Contract.
- 5.3 The Board may withhold from the Contractor so much of the payment due from the Board it may in the judgment of the Board be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Board 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.
- 5.4 The Contract shall be contingent upon appropriation by the Towns 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 Board 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).
- 5.5 Payments for services rendered to the Board under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice to the Board. The Board and Contractor shall meet prior to the commencement of services to develop an invoice form and supporting detail to meet the needs of the Board, including a requirement for multiple copies of the invoices. At a minimum, the invoice for the Board shall include details on the number of vehicles utilized, by vehicle category, and the hours of utilization on a daily basis. Payments shall be made monthly on the basis of services already rendered. The Board may agree with the Contractor prior to the start of each school year to pay in ten (10) equal monthly installments (from September to June) for regular daily transportation services. If the invoice is received by the Board on the fifth business day of a given month, payment will be tendered within 30 days of receipt of invoice. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the Board.

The Contract price payable for each vehicle used in providing services under this Contract is detailed in the Contractor's Form of Proposal for Transportation Services, which is attached hereto as Exhibit B and incorporated herein. The number of Vehicles needed under this Contract will vary. Additional vehicles shall be at the price per vehicle/ per day described in the Contractor's Pricing Pages from its Proposal. Any reduction in vehicles shall reduce the amount the Board pays per vehicle/ per day described in the Contractor's



Pricing Pages from its Proposal attributable to the vehicle(s) that are no longer needed. Unless specifically authorized, under no circumstances is Contractor authorized to charge any overtime to the Board.

No later than the last payment of each school year, the Contractor will include any debit or credit due to the number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost to the Board. 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 in its sole discretion to be under the control of the Contractor.

The Contractor shall maintain records during the term of the Contract and for 3 years thereafter of the daily services provided to the Board on a route-by-route basis, and shall submit such records upon request by the Board for its records for audit in support of the Board's monthly invoices.

#### **ARTICLE 6. DISTRICT REPRESENTATIVE**

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

#### **ARTICLE 7. INDEMNIFICATION**

7.1 To the fullest extent permitted by law, the Contractor agrees to absolutely and unconditionally defend, hold harmless and indemnify the Town of Manchester and the Board, and any of their respective officials, officers, agents, servants or employees from any lawsuit, action, proceeding, liability, judgment, claim, demand, expenses or fees (including attorney's fees), or other costs or obligations which may arise out of the Contractor's negligence, willful misconduct and/or breach of contract and results in:

7.1.1 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 Town of Manchester or the Board or any of their respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct;

7.1.2 any injury to person or damage to property sustained by any person, firm, or corporation, caused by the Contractor's performance of this Contract, breach of this Contract or any 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;

7.1.3 fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Town of Manchester or the Board or any of their respective officials, officers, agents, servants or employees in connection with the Contractor's performance or failure to perform under the Contract.

7.2 The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Town of Manchester or the Board or any of their respective officials, officers, agents, servants, or employees on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Town of Manchester or the Board or any of their respective officials, officers, agents, servants, or employees arising out of any such claim or demand. The Board shall have the right to control the defense of any such claims.

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 section 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 section 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 section shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined by a court of competent jurisdiction that the Town of Manchester or the Board or any of their respective officials, officers, agents, servants or employees were grossly negligent or committed willful misconduct and then only to the extent of such gross negligence or willful misconduct.

## **ARTICLE 8. INSURANCE**

The Contractor shall provide the following insurance:

8.1 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" or higher. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the Board'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.

8.2 The following Minimum insurance must be maintained in force during the term of the Contract by the Contractor at its own expense:

- 8.2.1 Automobile insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 aggregate, covering all automobiles and buses, including hired and non-owned vehicles.

An additional insured endorsement is required naming the Board and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

- 8.2.2 Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. An additional insured endorsement is required naming the Board and any of its respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.

- 8.2.3 Excess coverage with limits of at least \$5 million for each occurrence and \$10 million aggregate for Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.

- 8.2.4 Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut Law with a limit of \$1,000,000 each accident or disease per employee with a \$1,000,000 disease policy limit. A waiver of subrogation in favor of the Board and any of its respective public officials, agents and employees must be included.

- 8.2.5 Unemployment Insurance coverage is required covering all Contractor's employees consistent with the requirements of Connecticut law.

- 8.2.6 Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the Board and any of its 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.

- 8.3 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the Board and must contain thirty (30) days prior notice to the Boards of cancellation or content change.

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

- 8.4 The limits as outlined herein are strictly minimum amounts. The Board encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- 8.5 The Contractor shall deposit with the Business Office satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Board, no later than August 1<sup>st</sup> of each Contract Year, or June 15<sup>th</sup> of each Contract Year if Summer Transportation services are being provided the Board. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Board does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a Contract default.
- 8.6 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the Board. It shall further state that a similar thirty (30) days prior written notice will be given to the Board prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, 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 Board 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 Board constitutes a material breach of the Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Board.
- 8.7 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 Board. 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.
- 8.8 Contractor will be responsible for the cost of vandalism to the vehicles. The Board will cooperate with the Contractor to keep vandalism low and prosecute violators to the full extent of the law. Any remuneration recovered as a result of vandalism on school buses will become the property of the Contractor. Board supports and encourages the use of technology to enhance safety and behavior on buses.

## **ARTICLE 9. BOOKS AND RECORDS**

The Contractor shall consent and agree to audits of any and all financial records relating to the Contract by the Board. 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 Board, and all records shall be

kept for a minimum of 3 years following expiration of the Contract. The Contractor shall also allow the Board's representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

## **ARTICLE 10. PERSONNEL MATTERS**

10.1 All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and Boards of Education policies.

10.2 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The Board 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 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 who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. All drivers 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.

10.3 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 Board, solely in its discretion, shall have the right to remove from providing services under the Contract any manager, supervisor, dispatcher, or bus driver.

The Board reserves the right, in the exercise of its sound discretion, to remove from providing services under the Contract, drivers without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain bus monitors, aides and/or attendants to provide specialized services or medical support to individual students.

10.4 Manager: A "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 Board; provided, however, that all such routing and

parent contacts are authorized by officials of the Board, as designated by the Board's Superintendent of Schools or his/her designee. The Contractor shall provide the Superintendent with an e-mail address for use by the Board's Assistant Superintendent and the public. Said Manager also shall be responsible for compliance by drivers with the Board's transportation policies, all statistical studies and reports required by the Board, including those items necessary for State of Connecticut purposes, and the Board's monthly reports on its pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the Board 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 Board. The Manager shall be available by phone 2 hours prior to the first AM run for emergency contacts from the Board. The Manager is required to meet all State regulations and training requirements.

The Manager is precluded from any bus driver duties, driving any bus, and/or bus maintenance functions. The Manager shall be available from at least 6:00 A.M. to 5:00 P.M. when school is in session.

Dispatcher(s): A "Dispatcher" function shall be provided by the Contractor hereunder, with said function staffed from 6:00 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 MPS' staff members, and such other areas as may be necessary to effect the coordinated and efficient provision of transportation services. **The dispatcher should be able to communicate with each driver by radio at all times that buses are in use. Bidders shall identify by name and title the designated dispatcher and the designated substitute for the dispatcher.**

The Dispatcher 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 MPS until the last student is off the last bus and the Dispatcher notifies the Board 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 MPS is so notified. The Contractor will also have in place a designated "hot-line" telephone number that can be utilized by the Board's personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public.

All parent inquiries, questions and requests will be directed to the Contractor, and the Contractor's staff are expected to be responsive to all of the MPS' residents. Any changes made by the Contractor in response to a parent request must be consistent with the Board's policies and procedures. In the event that requests are made that are not consistent with established protocols, the Contractor shall then ask the Board's contact for assistance. The Contractor shall maintain a record of all inquiries and said record shall be available for the Board's review. Any resident complaints must be documented and tracked consistent with Section 17.5.4 herein.

The person performing the Dispatcher function shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the Board.

The Manager and Dispatcher do not need to be located on site at the district bus lot.

On-site Supervisors/Lead Bus Drivers: The Board shall have assigned to it a designated on-site supervisor or lead bus driver who shall work at the bus lot and serve as a liaison to the Board and who shall be knowledgeable about that Board's routes.

Safety Supervisor: The Contractor shall designate a Safety/Training Coordinator with whom the Assistant Superintendent may consult on problems and issues of safety, driver performance, student behavior and trip routing, which may arise while during the Contract term. The Safety Supervisor shall provide safety and driver training to the staff serving the Board.

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 Board. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

- 10.5 All office staff and drivers 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 Board in a positive way. All bus drivers 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.
- 10.6 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver employment and bus operation, and Board policies and regulations as to transportation for the Board.
- 10.7 Each driver 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.

The Board reserves the right to provide specialized training with the cost of said training borne by the Board, 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. The Contractor shall provide the training required by Public Act No. 18-185, Section 3 to all drivers.

- 10.8 The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles.

All drivers 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 performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the Board's Superintendent, or designee, in writing on the forms prescribed by the Board. The Board reserves the right to have a doctor examine anyone providing service under this Contract with the cost of such examination at the Board's 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 the Board's regulations. The Contractor will submit proof of drug testing to the Board 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.

- 10.9 The Parties specifically acknowledge their mutual understanding that any of the Facility's requirements, rules, policies, and/or protocols, and federal and/or state laws, applicable to the Facility's employees to protect the school community from the COVID-19 pandemic or the spread of other communicable diseases, including, without limitation, a requirement to be vaccinated against the SARS-CoV-2 virus in compliance with Governor Lamont's Executive Order 13G and applicable guidance from the Connecticut Department of Public Health, shall apply, to the extent permitted by law, to Contractor Employees assigned to the Facility. The Contractor shall annually attest that all of its Contractor Employees assigned to the Facility are in compliance with, or exempt as a matter of law from, said federal and/or state laws and requirements of the Facility. To the extent permitted by law, the Contractor agrees that upon the Facility's request, the Contractor shall promptly provide the Facility with any documentation related to such compliance
- 10.10 The Contractor shall submit to the Board 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 that will provide the services required hereunder to the Board 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. Said updated notice shall be provided to the Board within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Board. No other drivers may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver. Each list shall show the specific drivers for that transportation.
- 10.11 The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are



required under this Contract. The Contractor shall provide attendance information to the Board upon request.

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 athletic trips. The Board 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 mandate.

- 10.12 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. Such drills shall be held at such times as required by law. Contractor shall also provide all employees mandated training, including but not limited to blood borne pathogen exposure control training.
- 10.13 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 Board. Additionally, prior to the opening of schools and throughout the school year, 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.
- 10.14 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. The Contractor is prohibited from releasing special needs children, identified by MPS, pre-school, or kindergarten through grade 2 children 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.

The Board may provide the Contractor with Transportation Care Plans for specific students. These Transportation Care Plans must be maintained on the bus, and the Contractor must develop procedures to ensure that said Plans are transferred to any spare buses that may transport the designated student(s).

- 10.15 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the Board'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 alcohol, no smoking, no vaping 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 lots. MPS has a "drug free zone" and "no smoking/no vaping" policy on school property. The Proposer is expected to complete Appendix E.

- 10.16 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 state law and the Board's regulations as to the prohibition of idling.
- 10.17 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the Board, 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. Dispatch must be notified immediately of such an event.
- 10.18 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 Board in similar formats, the use of Microsoft Word and Excel are strongly recommended. 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 any required software.
- 10.19 The Contractor shall perform criminal background checks (including fingerprinting) annually and, for new personnel, prior to being assigned a route, on any driver, monitor or any personnel that will drive vehicles, who provide the student transportation services pursuant to the Contract. The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Connecticut Sex Offender Registry (the "Registry"). The Contractor shall also perform, and any driver, monitor or any personnel that will drive vehicles assigned to perform student transportation services under the Contract shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "DCF Registry"). If the Contractor receives any information that any such driver, monitor or any personnel that will drive vehicles has a criminal record, is on the Registry or a record of abuse or neglect, the Contractor shall provide the results of all such criminal records checks or the information from the Registry or the DCF Registry and any other related information to the Board. Contractor agrees that it shall comply with Section 10-222c(g) of the Connecticut General Statutes, and Contractor shall immediately notify the Board of any findings required to be reported by such law. The Contractor shall also provide the Board with a certification of compliance with these requirements in writing.
- 10.20 The Assistant Superintendent reserves the right to review all personnel records and personnel used in the performance of this contract and to reject a driver prior to actual employment. In the event that any driver demonstrates unsatisfactory performance, the Assistant Superintendent shall have the right to require the Contractor to replace or transfer the driver to another route within twenty-four (24) hours after notification. If replaced, the

driver shall not thereafter be reinstated without Board approval. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

- 10.21 As a routine procedure, each driver will inspect his/her vehicle prior to beginning a route to insure that exterior lights and equipment are fully operational. After each trip within the route, the driver will walk to the rear of the bus and check every seat for forgotten articles, vandalism and particularly sleeping children. This inspection will occur during morning trips, afternoon trips and at the end of field and athletic-trips.
- 10.22 Vehicle drivers shall immediately report to the Contractor all accidents, scheduling problems, stop issues, discipline issues, and any related problems. Drivers shall follow prescribed emergency procedures in the event of an accident or vehicle malfunctions. All accidents, whether there is an injury or not, shall immediately be reported to the Business Office. In the event of an injury, Contractor shall promptly prepare a written report to the Assistant Superintendent of the accident.
- 10.23 Prohibited Practices:
- 10.23.1 Drivers will not wear headphones during the course of driving a route.
  - 10.23.2 Smoking is prohibited while transporting students.
  - 10.23.3 Personal cellular phones are prohibited, but Contractor owned cellular phones might be used to enhance safety on regular routes and/or communication for field trips as well as for GPS.
  - 10.23.4 Deviating from the routes as provided by the MPS.
  - 10.23.5 Backing up buses is strictly prohibited.
  - 10.23.6 Drivers will not be less than 21 years of age or students in the District.
  - 10.23.7 Except for the Contractor name, no vehicle will carry political advertising.
- 10.24 The Contractor is responsible for students from the moment they board the bus or van until they exit the bus or van at home or school. The Contractor will require its drivers to report any disturbance, irregularities or disciplinary infractions by students to the building principal.
- 10.25 In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, the Contractor shall require that School Bus Drivers stop the vehicles and not proceed until discipline is restored. The Contractor's office is to be immediately alerted via radio. The School Bus Driver shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the school.

- 10.26 Only individuals specifically authorized by the Contractor and the Board will be allowed to ride the vehicles.
- 10.27 The Contractor will offer the employees of the current Manchester bus contractor the right of first refusal for employment.
- 10.28 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

## ARTICLE 11. VEHICLES

- 11.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the Board. 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 of the district, the Contractor is required to have at least one (1) Type I and one (1) Type II vehicle as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within 20 minutes of the request.

- 11.1.1 Section 5.2.3 of the Request for Proposals details the current fleet being provided by the current contractor. The Board will work with the Contractor to ensure the appropriate type vehicle is being utilized for the route.

**Each school bus must be in compliance with EPA guidelines** Included on these vehicles must be a strobe light, and front cross bars on each bus as well as any other NHTS safety equipment requirements for school buses.

- 11.1.2 At no time during the term of the Contract shall a vehicle being used to transport school children (including spares) exceed eight (8) years of age from the original date of manufacture. 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 1<sup>st</sup> of each year). For example, a bus with a 2014 chassis year, at the beginning of this contract period (7/1/22) would be considered 8 years old. Vehicle ages will be calculated each Contract Year and the Contractor will provide the Board with a detailed fleet listing of the vehicles to be used for MPS' transportation at the beginning of each school year stipulating that they meet this age criterion.

- 11.1.3 Each Type I and II bus shall have flashing stop arms and front safety crossing control gates.
- 11.1.4 Each vehicle (including school buses, School mini buses, school lift buses and special education vans) shall be equipped with 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 vehicle shall be operated outside the Board's 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 shall provide the Contractor's on-site transportation supervisors with the use of a "direct-connect" cellular telephone (i.e. Nextel or equivalent) that is coordinated with the Contractor's network.
- 11.1.5 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. Should legislation require child restraints for students being provided service under this Contract, it shall be the Contractor's responsibility to provide compliant restraints.
- 11.1.6 All buses shall be painted the standard school bus yellow. Route numbers for the MPS 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 Board, 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 "the Manchester Public Schools," located on both sides of the vehicles. All special education vehicles shall be identified with signs reading "Carrying School Children," located on both sides of the vehicles.
- 11.1.7 All the vehicles shall be maintained in first class repair and working order and in clean and sanitary condition, shall be adequately heated, and shall have sufficient power to operate in accordance with the schedule of the Board under reasonably foreseeable circumstances. Any problems, which might affect normal operation, shall be reported to the Assistant Superintendent or designee no later than 6:00 A.M.
- 11.1.8 Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior written approval by

the Superintendent, only if there are spaces available on the vehicles and only in compliance with the Board's policies, drivers may transport up to two (2) of their own pre-school children on such routes. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required for the driver's children shall be the responsibility of the Contractor. If the Board gives its approval, it reserves the right to withdraw such approval if the driver benefit interferes with the provision of safe and effective services to the students or if there are no longer extra seats available on a vehicle. Such determination rests solely with the Board.

- 11.1.9 At any time during this Contract, the Board, at its discretion, shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the Contractor. It shall be the responsibility of the Contractor to carry out these recommendations within the reasonable time period designated by the Board. The Contractor and the Board will negotiate the cost of any equipment beyond the terms and condition of this Contract. In addition, the Superintendent or his/her designee has the right to inspect and reject buses to be used for transportation under this Contract for any reason. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- 11.1.10 The Board may, on written notice, require the Contractor to discontinue the use of any vehicle, which it judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any vehicle shall be ordered, the Contractor shall forthwith replace said vehicle with another vehicle, which is capable of fulfilling the requirements of this Contract and the schedule
- 11.2 The Contractor shall provide to the Board prior to the start of each year of the Contract, or as otherwise may be requested, in the form of Exhibit C, the year, make/model, student and seating capacity, of each vehicle to be utilized during the Contract Year.
- 11.3 Contractor must, upon request, provide the Board 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.
- 11.4 During the term of this Contract the Contractor shall have the right to substitute new or equivalent vehicles, provided prior written notice is given to the Board and such substitution meets the terms and conditions of this bid.
- 11.5 The Contractor and the Board agree to negotiate the cost of any additional equipment that the Board may require that is not covered by laws, rules, regulations, policies and standards

of the federal government, the State of Connecticut, the Connecticut Department of Motor Vehicles and the Board.

- 11.6 Buses shall be made available to the Town of Manchester for any emergency as declared by the Town General Manager. If drivers are not available, the Contractor agrees to allow the Town to use the buses with its own authorized drivers. The Board shall not require additional use of the vehicles other than as required by the terms of this contract.
- 11.7 Gasoline Fuel for the vehicles shall be paid for and provided by the Contractor and invoiced monthly to the district, whereas, diesel fuel will be paid for and provided by the Board.

## **ARTICLE 12. FACILITIES**

- 12.1 The Contractor shall be responsible for providing all transportation related facilities used in the performance of this Contract. The site(s) to be utilized by the Contractor for the operation and maintenance services must be stipulated on the Form of Proposal form and be located within Manchester. The location of the site(s) cannot change without prior written consent of the Board. The Board reserves the right to inspect the terminal(s) periodically during the term of the Contract.
- 12.2 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 Boards 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 at these lots.
- 12.3 The Contractor shall pay all motor vehicle, personal, excise, sales, use and other taxes or assessments with respect to the Contractor's vehicles, equipment, personal property and business operations on the applicable lot prior to same becoming delinquent. The Contractor shall register all buses being used for the Board in the Town of Manchester and pay the appropriate taxes to Manchester.
- 12.4 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 above described lots 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 Towns.

## **ARTICLE 13. TRANSITION PLAN**

The Contractor shall implement the Transition Plan that is approved by the Board. The Transition plan must include, at a minimum, a plan for securing and establishing an operation and maintenance facility(ies) for the vehicles within the Town of Manchester, if not already in existence; hiring of personnel; securing vehicles; and the procedures and timeline(s) for the smooth continuation of the transportation program. If a facility is needed, a lease must be secured within fifteen (15) day following the approval of the Transition Plan.

## ARTICLE 14. 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, through its 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 roads, except in compliance with present policy and/or practice.

## ARTICLE 15. ROUTE SCHEDULING

15.1 Primary responsibility for route development will rest with the Contractor in consultation with the Board or its designee, with final approval of the routes to be provided by the Superintendent or his/her designee. The Contractor agrees to review and prepare the routes in an effort to reduce mileage and fuel consumption. The Board reserves the right to accept responsibility to develop the routes for the district. The Board reserves the right to change any and all of its 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 the 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 Board reserves the right to change, reduce 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 Board.

Routes and schedules are to accommodate class schedules and shall be determined by the Board. The Board 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.

15.2 The Board desires to obtain maximum utilization of all equipment through a well-defined bus routine management program. MPS shall provide the Contractor with a listing of students, names, addresses, grade levels, school assignments, and school bell times, needing transportation by July 18<sup>th</sup> and special education students by August 8<sup>th</sup> of each Contract Year. The Contractor shall be responsible for preparing and maintaining the bus routes and bus time schedules no later than July 29<sup>th</sup>. MPS shall approve said list by August 15<sup>th</sup> for the Contract Year.

Because of late enrollments, routes and loads will be flexible during the first few weeks of school. Only the Superintendent or the Assistant Superintendent will authorize route changes. The MPS encourages input from the Contractor on changes that will increase safety and/or efficiency. A hard copy and electronic version of the routes shall be provided to the Assistant Superintendent



- 15.3 The Contractor shall be required to use a comprehensive computerized/automated routing system (Versa Trans or comparable). The Contractor must establish and maintain the database and it must include a digitized map of Manchester. This program must be maintained on a PC platform and it must be electronically accessible to the Superintendent, Assistant Superintendent or designee.
- 15.4 The parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The 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 in the Contract.
- 15.5 Special Education schedules shall reflect the unique needs of special education students. 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.
- 15.6 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as each Board declares 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 (if any are established in the future). The list of mandated legal holidays for each District will be published no later than the second week of school.
- 15.7 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 “the Manchester Public Schools.”
- 15.8 A copy of the route the bus is serving and the Student’s names and addresses in the routes will be carried in the vehicle at all times. Drivers and spare drivers are expected to be familiar with routes prior to the opening of school.
- 15.9 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Board, which include, in-district, Manchester High School, Manchester Middle Academy, Keeney Elementary School, Verplanck Elementary School, Illing Middle School, Manchester Regional Academy, Waddell Elementary School, Bennet Academy, Bowers Elementary School, Highland Park Elementary School, Buckley @ Robertson Elementary School, Martin Elementary School, Manchester Preschool Center and Bentley Alternative Education as well as in-district non-public, charter and tech schools and out-of-district vo-ag and tech schools.
- 15.10 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specification. The Contractor shall also provide:

- 15.10.1 The Board's district-wide mid-day dismissals when required.
- 15.10.2 Late runs at the high school, middle school and Bennet Academy as required.
- 15.10.3 Early dismissals and late arrivals as per calendars provided by the Board.
- 15.10.4 Early dismissals for the Board 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 Board.
- 15.10.5 Dismissals as required during January and June examination weeks in the high school.
- 15.10.6 Summer transportation may be modified year to year by the Board, and as required by the individual student programs. Summer transportation shall commence with the summer of 2022.
- 15.10.7 The Contractor will delay, at no additional cost to the Board, the morning routes as requested and vehicles are to be available on any day that the Superintendent institutes a delayed opening of school due to adverse conditions or any other emergency.
- 15.11 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the Board within three business days of its request.
- 15.12 Vehicles shall pass over state highway and town-accepted roads only. If this cannot be accomplished, the Superintendent or Assistant Superintendent is to be notified as soon as possible. If any route cannot be traveled as planned, the Contractor shall notify the Superintendent or Assistant Superintendent immediately. If emergency conditions necessitate a temporary change in routes, the Superintendent or Assistant Superintendent shall be notified.

15.13 Trial Runs

On a day established by the Board and within two weeks prior to the first day of service under the Contract, each regular driver for the Board's transportation services will make at least one (1) trial AM and PM run to include all stops assigned on the 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 pupils. The Contractor must provide written verification of this trial run process to the Board 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 Board. However, the Board reserves

the right to require additional trial runs and in those instances such Board will reimburse the Contractor for its documented out-of-pocket expenses for these runs.

## **ARTICLE 16. OPERATING MATTERS**

16.1 Districts' Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the Board as set out in the present written policies and rules of the Board, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Board for its transportation services. The Board's policies are available on its websites.

16.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. Additionally, drivers and bus aides, monitors and/or attendants assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers, monitors, attendants 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.

Each District may make available to the Contractor's employees additional specialized training for the District's transportation services. The District will cover the cost of said training with the exception of the 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.

16.3 Emergency Bus Drill: The Contractor shall, when requested, provide a bus and driver for annual student emergency bus evacuation drills, as required by law, as well as new student bus safety indoctrination programs. The District shall arrange for the drills or programs for its students. Such services shall be provided at no additional cost to the Board. All training must meet or exceed the mandates included in the policies of the District.

16.4 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. 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 Board.

Should MPS 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 Board.

16.5 The Contractor's Monthly Reports: The Contractor shall deliver to the Superintendent or his/her designee, 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 attendant training programs, driver discipline matters and related documentation, and other items related to the performance of the Contract. A *sample* format is included as Exhibit D. The Contractor and a representative from the district shall meet prior to the beginning of school to finalize the information to be contained on this report.

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

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

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect for the MPS system as to such students during the term of the Contract. It is of paramount importance that drivers maintain good order on the school buses. Drivers 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 the Board to request the removal of such driver who fails to do so. Any cost or salary reimbursement for attendance by drivers shall be borne by the Contractor.

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

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

- 16.5.5 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 designee during business hours.
- 16.6 Rights to Property: As a condition of this Contract, the Contractor agrees to allow the Board's administrative personnel or their authorized representative(s) on any property connected with the service provided to the Board 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 of the MPS.
- 16.7 Authorization of Students for Transportation: Only those children, adults or other person(s) authorized by the Board to be transported shall be transported in the vehicles used for the Board's transportation under the Contract. The Contractor shall agree to secure the prior written approval of the Board 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 Board with copies of each such related contract with another school, district or individual for such transportation. The Board reserves the right to assign students from other districts to buses/routes. The Board 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 Board and the Contractor.
- 16.8 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 Board.

## **ARTICLE 17. CHANGES IN BASE PROGRAM**

Should changes in the Board's operation require an increase or decrease in the number of vehicles needed to properly operate the program for the Board, the change shall be reflected by using the proposal amount quoted per vehicle, per day on the Contractor's Pricing Pages contained within the "Form of Proposal". Additional vehicles shall be at the price per vehicle/per day described in the Contractor's Pricing Pages contained within the "Form of Proposal". Any reduction in vehicles shall reduce the amount paid by the Board per vehicle/per day as shown in the Contractor's Pricing Pages contained within the "Form of Proposal" attributable to the vehicle(s) that are no longer needed. Such modifications shall reflect the appropriate renewal increases.

The Board must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation from the Board. Failure by the Contractor to notify the Board of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to the Contract.

## **ARTICLE 18. COMPLIANCE REQUIREMENTS**

### **18.1 Compliance with Title IX Regulations**

The Contractor shall comply with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education).

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.

### **18.2 Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973**

The Contractor shall comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability).

## **ARTICLE 19. TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT**

The Board may terminate the Contract any time by a notice in writing from the Board to the Contractor and such notice shall provide the date of termination. If the Contract is terminated by the Board as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by the Contractor prior to the date of termination. The Contractor will include any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total cost as to the Board within thirty (30) days of the termination date. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program.

## **ARTICLE 20. CONTRACTOR'S DEFAULT**

If, at any time during the term of the Contract, it is determined at the sole discretion of the Board that the Contractor:

- (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. This remedy is 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 but not limited to costs associated with the bidding process, including attorney's fees, and 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 Board shall be free to contract with any other person or company for bus transportation service. 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 Board as soon as such information becomes known to it, and the Board shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary interim service and shall compensate the Board 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 Board 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 Board 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 Board shall so specifically state.

## **ARTICLE 21. NON-PERFORMANCE DAMAGES**

The Board has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Board and the Contractor agree that in certain circumstances, the actual amount of damages incurred by the Board will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Board may assess, related to the services provided to the Board, damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Board will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the Board 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 Board's decision on whether or not a mitigating circumstance existed.

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

- 21.1 If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the Board'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 unless agreed upon by the Board.
- 21.2 If the Contractor does not supply the necessary spare vehicles to operate the transportation program within the 20-minute reporting requirement, the Board shall deduct from its monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- 21.3 This Contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$100.00 from its monthly payment for each such occurrence.
- 21.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by a District and/or does not meet the requirements of the State of Connecticut, the Board shall deduct \$150.00 per day from the Board's monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
- 21.5 The Board requires that all buses that are utilized in the performance of this Contract have operating and active radios, or comparable communication devices (cellular phones). A \$100 per day per vehicle liquidated damages shall be assessed for any vehicle which does not comply with this requirement.
- 21.6 The Board requires that all buses are equipped with operating cameras and will provide video footage upon request by the Board within 24 hours. A \$100 per day per request liquidated damages shall be assessed for any request that is not met within this timeframe.
- 21.7 The Contractor is required to maintain one (1) spare Type I and one (1) spare Type II vehicles. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the Board, the Contractor may be assessed a \$100 per day per vehicle liquidated damages.
- 21.8 The Contractor is precluded from the use of any vehicle performing services under this Contract (including spares) that exceeds eight (8) years of age. Should a bus be utilized in



violation of the fleet age provisions, the Contractor will be assessed a \$100 per day per vehicle liquidated damages plus the per diem cost for that vehicle.

- 21.9 The Manager, Dispatcher and/or on-site transportation supervisors are precluded from driving duties or maintenance duties, except in an emergency. Should the Manager and/or on-site transportation supervisors drive one or more routes without the prior approval of the Board, the Board reserves the right to deduct for that portion of the run operated from monthly payments due from the Board, plus assess a \$50 per occurrence liquidated damage.
- 21.10 Extra-curricular transportation is an important element of the Board's educational program. Therefore, it is expected that the Contractor will meet the Board's needs given the Board 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 Board for the trip, a \$50 per missed trip liquidated damages deduction from any payments due to the Contractor under this Contract, and a reimbursement to the Board for any financial consequential damages that the Board 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 Board reserves the right to assess \$50 per trip liquidated damages for the late arrival.

The Board 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 Board at the earliest possible date/time of the potential shortage. No liquidated damages 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 sufficient staff to meet the Board's needs.

- 21.11 A reliable transportation program is important to meet the education requirements of the students and the Board. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM or PM, the Board has the right to deduct \$50 from the monthly billing for each infraction. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), liquidated damages will not be assessed.

Buses may be required to carry the Transportation Care Plans provided by the Board for assigned students. If a bus is found not to have on-board the required Care Plan, such Board reserves the right to deduct \$50 per day from its monthly billing for each day that the Plan is absent from the bus.

- 21.12 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 Board 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 Board under this Contract, in law and equity.

The Board shall notify the Contractor of assessed liquidated damages one month following the submission of the prior months invoice and provide the Contractor an opportunity to remedy the violating actions and/or respond to the Board's determination.

It is expressly understood by the Contractor that the Board, 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 non-exercise or waiver.

## **ARTICLE 22. ACTS NOT IN CONTROL OF CONTRACTOR**

Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, acts of public enemies, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, fire, explosion, 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.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

## **ARTICLE 23. 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 Board. 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.

## **ARTICLE 24. INCORPORATION OF DOCUMENTS**

All of the documents listed in the Table of Contents to Request for Proposals, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid.

## **ARTICLE 25. OTHER CONTRACTORS**

It is the Board's desire to award a contract to one Contractor, however the Board reserves the right to award the contract to multiple vendors. In order to meet the operating requirements of the Board, it is understood that the Contract in no way excludes the Board from using their own vehicles,

drivers, aides, monitors and/or attendants or services provided by other school districts. The Board may also use services from other contractors in the event that the Contractor cannot meet the Board's needs.

#### **ARTICLE 26. NO WAIVER**

No action or failure to act on the part of the Board to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Board is entitled, nor shall such action or failure to act on the part of the Board 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.

#### **ARTICLE 27. FREEDOM OF INFORMATION ACT**

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 to FOIA.

#### **ARTICLE 28. GOVERNING LAW, MERGER, SEVERABILITY**

- 28.1 Choice of Law. The parties agree that this Contract and any disputes arising from or relating to this Contract, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- 28.2 Choice of Forum. The parties agree that any and all disputes arising from or relating to this Contract, including its formation and validity, shall be settled in the State of Connecticut.
- 28.3 Amendment. This Contract may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- 28.4 Severability. A court finding of invalidity for any provision of this Contract does not invalidate other provisions or applications that are not affected by the finding.

#### **ARTICLE 29. STUDENT DATA PRIVACY**

Article 29 identifies the obligations of the parties relative to the safety and confidentiality of student information and student records and student generated content (collectively, "Student Data") received or obtained by the Contractor from the Board in connection with this Contract.

- 29.1 For purposes of this Article, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Conn. Gen. Stat. § 10-234aa. "Education records" and "personally-identifiable information," shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

- 29.2 The Parties agree that the Student Data Privacy Policy control over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.
- 29.2.1 The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning Student Data that is applicable to the Board without the written agreement of the Board.
- 29.2.2 All Student Data provided or accessed pursuant to this Contract is and remains under the control of the Board. All Student Data are not the property of, or under the control of, the Contractor.
- 29.2.3 The Board may request that the Contractor delete any Student Data in the Contractor's possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such Student Data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested Student Data within two (2) business days of receiving such a request.
- 29.2.4 The Contractor shall not use Student Data for any purposes other than those authorized in this Contract and the Contract, and may not use Student Data for any targeted advertising.
- 29.2.5 If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.
- 29.3 Security and Confidentiality of Student Data
- 29.3.1 The Contractor and the Board shall ensure that they each comply with the FERPA.
- 29.3.2 Further, the Contractor shall take actions designed to ensure the security and confidentiality of Student Data that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

- 29.3.2.1 Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- 29.3.2.2 Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- 29.3.2.3 Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

29.4 Prohibited Uses of Student Data

- 29.4.1 The Contractor shall not retain, and the Board shall not otherwise make available, any Student Data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Contract for the purpose of storing student-generated content.

29.5 Data Breaches

- 29.5.1 Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of Student Data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to **the Assistant Superintendent or his/her designee** and shall include the following information, to the extent known at the time of notification:

- 29.5.1.1 *Date and time of the breach;*
- 29.5.1.2 *Names of student(s) whose Student Data was released, disclosed or acquired;*
- 29.5.1.3 *The nature and extent of the breach;*
- 29.5.1.4 The Contractor’s proposed plan to investigate and remediate the breach.

- 29.5.2 Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose Student Data was released, disclosed or acquired; nature and

extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

29.5.3 The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

29.6 Term of Article 29

29.6.1 Upon conclusion or termination of the Contract, Article 30 shall terminate when all of the Student Data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board. If it is infeasible to return or completely delete or destroy the Student Data, protections are extended to such Student Data in accordance with the provisions of Paragraph 30.8.2 below.

29.6.2 In the event that the Contractor determines that returning or completely deleting or destroying the Student Data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Contract to such Student Data and limit further uses and disclosures of such Student Data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such Student Data and shall maintain its security pursuant to this Contract for so long as the Contractor possesses or maintains such Student Data. In the event a disaster recovery system containing Student Data is used to repopulate the Contractor's databases following the recovery from a disaster, the Contractor shall delete all such Student Data immediately.

**ARTICLE 30. NOTICES**

Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

Manchester Public Schools  
Superintendent  
45 North School Street  
Manchester, CT 06042  
Contractor

\_\_\_\_\_  
\_\_\_\_\_

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**ARTICLE 31. AFFIRMATIVE ACTION**

The Contractor will submit a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Contract because of race, color, creed, sex or national origin. The Contractor agrees to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin. See Appendix F.

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**APPENDIX A**  
**MANCHESTER TRANSPORTATION SERVICES**

**FORM OF PROPOSAL**

(a) Bidder Name \_\_\_\_\_

**Bidder Address** \_\_\_\_\_

**Bidder Town/State** \_\_\_\_\_

**Bidder Representative** \_\_\_\_\_

**Bidder Insurance Carrier** \_\_\_\_\_

Annual Cost of 100% Performance Bond: \_\_\_\_\_

Type of Bid Bond Included: \_\_\_\_\_

References:

1. \_\_\_\_\_ Person \_\_\_\_\_ Phone \_\_\_\_\_

2. \_\_\_\_\_ Person \_\_\_\_\_ Phone \_\_\_\_\_

3. \_\_\_\_\_ Person \_\_\_\_\_ Phone \_\_\_\_\_

Location of proposed bus lot: \_\_\_\_\_  
Manchester, CT 06042

Location of Maintenance Facility: \_\_\_\_\_  
Manchester, CT 06042



**Manchester Transportation Services**  
*Form of Proposal- Pricing Pages*

**REGULAR TRANSPORTATION**

<b>Type</b>	<b>2022-2023 School Year Per day/per Vehicle</b>	<b>2023-2024 School Year Per day/per Vehicle</b>	<b>2024-2025 School Year Per day/per Vehicle</b>
<b>33 Type I- Passenger Daily Rate</b>			
<b>27 Type II- Passenger Daily Rate</b>			
<b>Stand-by Shuttle Bus <i>hourly rate</i></b>			
<b>Athletic Trips - <i>hourly rate</i></b>			
<b>Field Trips – Outside of Manchester Boundary -<i>hourly rate</i></b>			
<b>Additional Cost for Digital Cameras per Bus</b>			
<b>Additional Cost for GPS per Bus</b>			
<b>Performance Bond</b>			

**SPECIAL EDUCATION**

<b>Type II Mini Bus (2)</b>			
<b>Van</b>			
<b>Aids, Monitors and/or Attendants per hourly rate</b>			

Bidder's Comments:

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Submitted by (Please print)

Signature

Title

Date

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**APPENDIX B**  
**FORM OF CONTRACT CONTAINED WITHIN RFP**

**APPENDIX C**

**LIST OF VEHICLES TO BE USED WITH PROPOSED CONTRACT**  
(Return with bid)

**REGULAR TRANSPORTATION VEHICLES:**

<b>Vehicle</b>	<b>Seating Capacity</b>	<b>Year</b>	<b>Body Manufacture</b>	<b>Chassis Manufacture</b>	<b>Engine</b>

**STAND-BY VEHICLES:**

<b>Vehicle</b>	<b>Seating Capacity</b>	<b>Year</b>	<b>Body Manufacture</b>	<b>Chassis Manufacture</b>	<b>Engine</b>
<b>Vehicle</b>	<b>Seating Capacity</b>	<b>Year</b>	<b>Body Manufacture</b>	<b>Chassis Manufacture</b>	<b>Engine</b>

**SPECIAL EDUCATION VEHICLES:**

<b>Vehicle</b>	<b>Seating Capacity</b>	<b>Year</b>	<b>Body Manufacture</b>	<b>Chassis Manufacture</b>	<b>Engine</b>

**APPENDIX D  
SCHOOLS BELL**

<b>2021-2022 School Bell Times</b>										
	<b>Regular Day</b>		<b>Early Dismissal</b>		<b>Emergency Dismissal</b>		<b>Delayed Opening - 2 Hour Delay</b>		<b>Delayed Opening - 3 Hour Delay</b>	
	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>	<b>Start</b>	<b>End</b>
<b>Manchester High School, Grades 9 – 12</b>	7:30 a.m.	2:00 p.m.	7:30 a.m.	12:30 p.m.	7:30 a.m.	11:00 a.m.	9:30 a.m.	2:00 p.m.	10:30 a.m.	2:00 p.m.
<b>Bentley Alternative Education</b>	7:30 a.m.	2:00 p.m.	7:30 a.m.	12:30 p.m.	7:30 a.m.	11:00 a.m.	9:30 a.m.	2:00 p.m.	10:30 a.m.	2:00 p.m.
<b>Manchester Regional Academy</b>	7:30 a.m.	2:00 p.m.	7:30 a.m.	12:30 p.m.	7:30 a.m.	11:00 a.m.	9:30 a.m.	2:00 p.m.	10:30 a.m.	2:00 p.m.
<b>Illing Middle School, Grades 7 – 8</b>	8:15 a.m.	2:45 p.m.	8:15 a.m.	1:15 p.m.	8:15 a.m.	11:45 a.m.	10:15 a.m.	2:45 p.m.	11:15 a.m.	2:45 p.m.
<b>Manchester Middle Academy, Grades 5 - 8</b>	8:15 a.m.	2:45 p.m.	8:15 a.m.	1:15 p.m.	8:15 a.m.	11:45 a.m.	10:15 a.m.	2:45 p.m.	11:15 a.m.	2:45 p.m.
<b>Bennet Academy, Grades 5 - 6</b>	8:15 a.m.	2:45 p.m.	8:15 a.m.	1:15 p.m.	8:15 a.m.	11:45 a.m.	10:15 a.m.	2:45 p.m.	11:15 a.m.	2:45 p.m.
<b>Elementary Schools, Grades K – 4</b>	9:00 a.m.	3:00 p.m.*	9:00 a.m.	2:00 p.m.	9:00 a.m.	12:30 p.m.	11:00 a.m.	3:00 p.m.*	12:00 p.m.	3:00 p.m.*
<b>Preschool (all locations)</b>										
<b>AM Program: Monday through Friday</b>	8:15 a.m.	11:00 a.m.	8:15 a.m.	11:00 a.m.	8:15 a.m.	10:45 a.m.	No AM PreK	No AM PreK	No AM PreK	No AM PreK
<b>PM Program: Monday through Thursday</b>	12:00 p.m.	2:45 p.m.	No PM PreK	No PM PreK	No PM PreK	No PM PreK	12:00 p.m.	2:45 p.m.	12:00 p.m.	2:45 p.m.
<b>Head Start</b>	8:15 a.m.	2:45 p.m.	8:15 a.m.	12:30 p.m.	8:15 a.m.	11:45 a.m.	10:15 a.m.	2:45 p.m.	11:15 a.m.	2:45 p.m.
<i>*Dismissal at 3:00; Bus at 3:40</i>										
<i>Students in grades 5 - 12 will follow an early dismissal scheduled on Wednesdays beginning 10/6/2021 and ending 6/1/2022</i>										

<b><u>Non-MPS Schools</u></b>	<b><u>School Address</u></b>	<b><u>2021-2022 Bell Times</u></b>
Cheney Technical High School	791 West Middle Turnpike, Manchester, CT	7:18 a.m. - 1:59 p.m.
Cornerstone Christian Academy	236 Main Street, Manchester, CT	8:30 a.m. - 3:00 p.m.
East Catholic High School	115 New State Road, Manchester, CT	7:32 a.m. - 2:00 p.m.
Glastonbury High School Vo-Ag	330 Hubbard Street, Glastonbury, CT	7:20 a.m. - 2:06 p.m.
Great Path	60 Bidwell Street, Manchester, CT	7:30 a.m. - 2:40 p.m.
Odyssey Community School	579 West Middle Turnpike Manchester, CT	8:00 a.m. - 2:45 p.m. M, T, W, Th 8:00 a.m. - 12:30 p.m. Friday
Prince Technical School	401 Flatbush Avenue, Hartford, CT	7:32 a.m. - 2:20 p.m.
Rockville High School Vo-Ag	70 Loveland Hill Road, Vernon, CT	7:30 a.m. - 2:00 p.m.
Saint Bridget	74 Main Street, Manchester, CT	7:45 a.m. - 1:55 p.m.
Saint James	73 Park Street, Manchester, CT	7:50 a.m. - 2:00 p.m.

**APPENDIX E**  
**DRUG-FREE WORKPLACE CERTIFICATE**

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free workplace.

**As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_



**APPENDIX F**  
**AFFIRMATIVE ACTION**

MANCHESTER PUBLIC SCHOOLS  
45 North School Street  
Manchester, CT 06042

TO: All Bidders  
FROM: Karen Clancy, Assistant Superintendent  
SUBJECT: Affirmative Action

The Manchester Board of Education is an Equal Opportunity Employer, and will not transact business with firms that are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

Please complete and return the following Statement of Policy with the Bid.

**STATEMENT OF POLICY**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (Name/Title of Company Officer)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Proposer's Initials

**APPENDIX G**  
**CERTIFICATION:**

In connection with that certain Request for Proposals issued by the Manchester Board of Education for certain student transportation services commencing on July 1, 2022 (the "RFP"), the undersigned hereby acknowledges and represents that (i) it has read and understood the RFP, ***INCLUDING ALL APPENDICES***, which are, Appendices A through G, all attached to the RFP and made a part thereof, and the following addendum if any. (If none, state "None"): \_\_\_\_\_; and (ii) the proposal submitted by the undersigned in response to the RFP conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an Officer of \_\_\_\_\_, that, as the Proposer under these Proposal Documents, all the information and material supplied to the Board as required by these Proposal Documents are complete and true. I, as an Officer of \_\_\_\_\_, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an Officer of \_\_\_\_\_, further understand that any information that is found to be incomplete or false, or, any attempt to mislead the Board is discovered, either during the evaluation, or subsequent to any award, may result in the disqualification of the Proposal, or the immediate termination of the Contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Notary Public: \_\_\_\_\_ (Corporate Seal)

**Proposer Information**

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip code

Telephone # with Area Code: \_\_\_\_\_  
Fax # with Area Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
Proposer's Initials

**BIDDERS CHECKLIST**

- Bid Bond Attached \_\_\_\_\_
- Appendix A Form of Proposal \_\_\_\_\_
- Form of Proposal Pricing Pages \_\_\_\_\_
- Appendix B Form of Contract \_\_\_\_\_
- Appendix C List of Vehicles \_\_\_\_\_
- Appendix D Current Schools & Bells \_\_\_\_\_
- Appendix E Drug Free Zone \_\_\_\_\_
- Appendix F Affirmative Action Plan \_\_\_\_\_
- Appendix G Certification \_\_\_\_\_
- Current List of Inspection Violations \_\_\_\_\_
- Fleet Safety Program attached \_\_\_\_\_
- Type of Computerized routing software? \_\_\_\_\_
- Available at this time? \_\_\_\_\_
- If not, anticipated date of implementation? \_\_\_\_\_
  
- Hourly range of drivers' pay? \$ \_\_\_\_\_ to \$ \_\_\_\_\_

\_\_\_\_\_  
Proposer's Initials