

Scotland Board of Education

Invitation to Bid Public Notice

Vendors are invited to submit Bids for School Transportation Services for 2019-2020 through 2021-2022 school years. Sealed Bids must be received by the Superintendent's Office, Scotland Public School District, 68 Brook Road, Scotland, Connecticut 06264 by 10:00 A.M. on Tuesday, November 20, 2018, at which time they will be publicly opened and read aloud. Bids may be mailed to the above address. A description of the work is set forth in the Bid Documents, which are available at the Superintendent's Office or by calling (860) 423-0064.

After the opening of the Bids, no Bid can be withdrawn for a period of ninety (90) days.

The Board of Education reserves the right to reject any or all bids and to award the contract as it deems to be in the best interest of the Town of Scotland and the Scotland Board of Education.

SCOTLAND BOARD OF EDUCATION
SCOTLAND, CONNECTICUT

REQUEST FOR BID

SCHOOL TRANSPORTATION SERVICES

FOR

JULY 1, 2019 - JUNE 30, 2022

TWO (2) COMPLETED COPIES OF ALL REQUIRED BID DOCUMENTS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE OF THE SCOTLAND SCHOOL DISTRICT BY 10:00 A.M., TUESDAY, November 20, 2018.

BIDS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.

INSTRUCTIONS TO BIDDERS

I. DEFINITIONS

“Bid” means a completed proposal to provide the goods or services requested, submitted in accordance with the Bid Documents.

"Bid Documents" consist of the Invitation to Bid, Instructions to Bidders, Proposed Contract Specifications, Performance Bond, Contract, Certificates of Insurance and other bidding and contract forms attached hereto, all as modified from time to time.

"Bidder" means a person or entity who submits a Bid.

"Board" means the Scotland Board of Education, 68 Brook Road, Scotland, Connecticut 06264.

“Superintendent” means the Superintendent of Scotland School District.

"Contractor" means the successful Bidder who agrees to furnish all materials and perform services, as specified in the Bid Documents.

"Lowest Responsible Bidder" means the Bidder whose Bid meets the requirements, terms and conditions contained in the Bid Documents and is the lowest among those Bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility.

Unless otherwise deemed therein, these definitions shall apply to all of the Bid Documents.

II. BIDDER'S REPRESENTATIONS AND COVENANTS

EXAMINATION OF BID DOCUMENTS

The submission of a Bid constitutes the Bidder's representation, and is conclusive evidence that (1) the Bidder has read and has become thoroughly familiar with the requirements of the Bid and the Bid Documents and (2) the Bidder has investigated and has inspected the sites and is satisfied as to the conditions to be encountered in performing the work described in the Bid Documents and (3) the Bidder is fully informed as to the labor conditions relating to the specifications and work to be performed. The failure of any Bidder to obtain or examine any form, or the failure of the Bidder to become familiar with the conditions relating to the specifications, shall in no way relieve the Bidder from any obligation with respect to the Bid.

NON-COLLUSION

The Bidder represents that this Bid is submitted without any connection with any other party submitting a Bid for the work covered by these Documents. The Bidder further represents that this Bid is fair and has been made without any aspect of collusion, price-fixing or fraud and that no employee or agent of the Board is directly or indirectly interested in any benefits to be derived from this Bid.

CLAYTON ACT

The Bidder agrees to assign to the Board all rights, title and interest in and to all causes of action, it may have under Section 4 and Section 15 of the Clayton Act or under Chapter 624 of the General Statutes of Connecticut. This assignment shall be made and become effective at the time the Superintendent awards or accepts the Bid without further acknowledgment by the parties.

III. BIDDING PROCEDURES

BID PACKAGES

Bidders may obtain bid packages containing the Bid Documents from the Scotland School District Superintendent's Office, 68 Brook Road, Scotland, Connecticut 06264.

For questions regarding the bidding procedure, contact the Superintendent of Schools, 860-423-0064. The Bid Documents are available and may be examined at the above address.

APPLICABLE LAW

The Bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction over the work or locality shall apply to the Contract, and they are deemed to be included in these instructions and specifications the same as though they were written out in full in these instructions to Bidders.

ATTACHMENTS

The following documents are attached hereto and made a part of this Bid:

- (1) Proposed Contract Specifications and Attachments
- (2) Bidder's Information and Acknowledgment Form
- (3) Bid Forms

QUESTIONS AND INTERPRETATION OF BID DOCUMENTS

It shall be the responsibility of the Bidders to satisfy themselves prior to the submission of the bid that the conditions of the specifications can be met and standards can be maintained by a personal investigation of areas to be served, school opening and closing hours, numbers and lengths of bus runs and amounts of equipment needed. For this reason, the Bidders may not at any time after the submission of Bids, claim that there was any misunderstanding as to the amount and nature of the service to be rendered.

Questions pertaining to the Bid Documents and any request for clarification or interpretation of the Bid Documents must be made in writing to the Superintendent no less than seven (7) calendar days prior to the bid opening. Questions or requests received after this time will not be considered.

Replies to questions, interpretations and any corrections or changes to Bid Documents will be made in writing and shall constitute an Addendum to the Bid Documents. Such Addendum will be sent to all parties receiving bid packages at least three (3) days prior to the bid opening. Responses to questions, interpretations, and clarifications made orally or in a manner, not complying with the above procedure shall not be made a part of the Bid Documents, and the Bidder shall not rely upon them.

SUBMISSION OF BIDS

Bidders must submit two (2) completed copies of each of the following documents by 10:00 A.M., Tuesday, November 20, 2018.:

1. Bidder's Information and Acknowledgment Form;
2. Proof of financial responsibility that includes, if available, certified financial statements for the last fiscal year;
3. Evidence of bonding or of the ability to obtain the requisite bonding;
4. Bid forms.

Such completed Bids must be submitted in a sealed envelope clearly marked "Scotland Board of Education Transportation Services Bid" by the date and time specified for the receipt of Bids. Any Bid received after the date and time specified shall not be accepted and shall be returned unopened. Bids must be complete and include a signature with the name typed below. If the Bidder is an entity, the Bid must be signed in the legal name of the entity by an officer or other person authorized to contract on behalf of the entity. Bids must be submitted bound with the complete set of Bid Documents correctly assembled. Any Bid, which does not comply with the specifications contained herein, may be rejected as nonconforming.

TAXES

The Board is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut, including the Federal Transportation Tax. Such taxes should not be included in any bid price involving the payment of funds from the Board.

As a condition of the award, the successful Bidder hereby authorizes the Town of Scotland to set off against monies payable hereunder by the Board to the successful Bidder an amount equal to any unpaid real and personal property taxes and special assessments (the collection of which is not barred by applicable statutes of limitations) owed by the successful Bidder to the Town of Scotland, including all interest and liens charged in connection with such unpaid taxes.

BID PRICES

All bid prices are to be held firm for a period of ninety (90) days from the bid opening.

MODIFICATION OR WITHDRAWAL OF BID

Bids may be modified or withdrawn prior to the date and time of the bid opening upon written request to the Superintendent, executed in conformance with the signature requirements for submission of Bids. Withdrawal of a Bid will not prejudice a Bidder's right to submit a new Bid prior to the time designated for submission of Bids.

After the bid opening date, no Bidder may withdraw his/her/its Bid for a period of ninety days from the bid opening date.

MULTIPLE BIDS

Each Bidder may submit only one Bid. If reasonable grounds exist to believe that any Bidder is interested in or connected with any other party submitting a Bid for the proposed work, notwithstanding the Bidder's representation to the contrary, the Board may reject all Bids in which such Bidder is interested.

IV. CONSIDERATION AND AWARD OF BID

OPENING OF BIDS

Bids will be received until the time designated in the Invitation to Bid. All Bids received within the designated time will be opened publicly and read aloud.

INVESTIGATION OF BIDDER

The Board may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Board all such data as the Board may reasonably request for this purpose. The Board reserves the right to reject the Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Board that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contained therein.

REJECTION OF BIDS

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 provisions are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids.

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. The Board further retains the right to award a contract by item, group of items, or parts thereof if so divisible and if the best interests of the Board would be served, or to award contracts to one or more Bidders.

BID AWARD

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) The extent to which Bidders will employ residents of the Town of Scotland to perform the services contemplated by the Bid, including, but not limited to, bus drivers.
- (5) Delivery or completion time.
- (6) Cost.
- (7) Involvement in litigation.

Should a situation arise where it is impossible to distinguish between two Bidders to identify the Lowest Responsible Bidder, and one of the Bidders is local, the Bid will be awarded to the local Bidder.

CONTRACT

The Board will present the contract to the successful Bidder for execution. The Contractor shall, within ten (10) days after the Board's presentation of a written contract, enter into a written contract with, in a form satisfactory to, the Board. If the successful Bidder is an entity, the contract must be signed in the legal name of the entity by an officer or other person authorized to contract on behalf of the entity. Such entity shall provide the Board with a corporate resolution authorizing the execution of such contract. The Board will not execute the contract until it has received and approved all required documents from the successful Bidder, such as requisite bonds and insurance certificates. The Board reserves the right, subject to mutual agreement with the successful Bidder, to extend the term of this Bid, at the Bid price, for a mutually agreed upon period of time.

The Board reserves the right to cancel the contract with sixty (60) days' prior written notice to the successful Bidder, should any of the following conditions exist:

- (1) Funds are not appropriated by the Town of Scotland for continuance of the contract.
- (2) The Board, through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.

V. PERFORMANCE REQUIREMENTS/GENERAL CONDITIONS

FINANCIAL RESPONSIBILITY

Bidders shall submit with their Bid a statement of proof of financial responsibility. This is to include, if available, certified financial statements for the last fiscal year, and, if requested, such other reports of financial responsibility as are deemed necessary by the Board.

EQUAL OPPORTUNITY EMPLOYMENT PRACTICES

The Contractors shall maintain policies of employment and agree as follows:

- (1) That it will not discriminate or permit discrimination against any person or group of persons in any manner prohibited by the laws of the United States and the State of Connecticut on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) That in all solicitations or advertisements for employees, it will state that it is an "equal opportunity employer" and that all qualified applicants shall receive consideration without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability;
- (3) That it will post a clearly visible notice, available to employees and applicants for employment, of the foregoing provisions, and will provide each labor union or workers' representative with whom the Contractor has an agreement with notice of the same;
- (4) That it will comply with the provisions of Connecticut General Statutes §§4a-60, 4a-60a and 46a-68e through 46a-68f and regulations issued pursuant thereto;
- (5) That it will provide the Commission on Human Rights and Opportunities with such information as may be requested concerning the Contractor's employment practices.

PERFORMANCE BOND

The Contractor shall furnish a bond covering the faithful performance of the contract. The bond shall be furnished in such form as the Board may prescribe (such as a traditional bond or irrevocable letter of credit) and with a surety company acceptable to the Board and licensed in the State of Connecticut or a financial institution acceptable to the Board and authorized to do business in, the State of Connecticut.

The Contractor shall deliver said performance bond to the Superintendent, in the amount of the Bid for 2019-2020, no later than the date of the execution of the Contract. A performance bond for each succeeding year shall be due by July 1 in the amount of the bid for such year. Failure to deliver said bond(s), as specified, shall be considered as having abandoned the contract.

AT THE TIME OF SUBMISSION OF A PROPOSAL, EACH BIDDER MUST SUBMIT EVIDENCE FROM A BONDING COMPANY INDICATING THAT A PERFORMANCE BOND CAN BE OBTAINED AND THAT IT WILL BE ISSUED BY A COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF CONNECTICUT.

INSURANCE REQUIREMENTS

Prior to entering into a written contract, and each July 1st thereafter, the Contractor shall obtain and deliver Certificates of Insurance, written by sureties or insurers licensed in the State of Connecticut, to the Superintendent. All certificates shall be approved by the Superintendent prior to commencement of the work. The Contractor shall maintain insurance of the kinds, and in the amounts, specified hereunder for the duration of Contractor's Performance of the work and in a form satisfactory to the Superintendent. Such Certificates of Insurance shall contain a provision that the Town of Scotland and the Board and their respective agents and employees are "Additional Insured" on all policies. In addition, the Board shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery of any change to or cancellation of any or all insurance policies required by these specifications.

If, at any time, any of the insurance policies shall be or become unsatisfactory to the Board, in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the Board, the Contractor shall promptly obtain a new policy and submit a certificate of insurance to the Superintendent for approval.

The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates shall give the Board the right, at its election, to terminate the contract.

In the event that claims in excess of the amounts stated below are filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld by the Board from payment due or to become due to the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Board.

The Contractor shall maintain the following types of insurance in the following amounts:

- (a) Workers' Compensation in such amounts as are required for full compliance with the statutory compensation requirements of the State of Connecticut;
- (b) Insurance covering all vehicles owned, maintained, or used by the Contractor. Coverage shall include liability for bodily injury or property damage resulting from the ownership, maintenance, or use of any such vehicle by the Contractor, its agents or employees. Minimum coverage shall be \$2,500,000.00 per person and \$2,500,000.00 for any one accident or occurrence; \$250,000.00 property damage; \$2,000.00 medical payments. The Contractor shall be notified prior to June 30 of any additional coverage or increased limits required by the Board for the next school year. Insurance required under this agreement shall cover the Contractor, the Board, and individual members of the Board, the Town of Scotland, any school employee or agent of the Board, and any employee of the Contractor who is responsible for the provision of services under this agreement.

Other policies of insurance may be required by the Board predicated upon specific needs or as set forth in the Proposed Contract Specifications.

ASSIGNMENT

Bidders may not assign or delegate the performance of the requirements of this Bid without the express written consent of the Board. Such consent, for the purposes of this Bid, may only be given by the Superintendent.

INDEMNIFICATION

The Contractor shall indemnify and hold the Board, the Town of Scotland and its employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against the Board, the Town of Scotland or its employees or agents in connection with the successful Bidder's performance or breach of the Bidder's obligations under these Bid Documents.

TERMINATION OF CONTRACT

The contract shall provide that if, at any time during the term of the contract, the Contractor, in the opinion of the Board, has (a) failed to provide the level of services required under the contract; (b) failed to fulfill services required in accordance with agreed schedules; (c) become insolvent; (d) made an assignment for the benefit of creditors; (e) filed a voluntary petition in bankruptcy; (f) become subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandoned the work; (h) subcontracted, assigned, transferred, conveyed or otherwise disposed of its obligations under the contract other than as provided in the contract; or (i) failed to comply with any other term or condition contained in the contract, the Board shall have the right to terminate the contract.

EFFECT OF BID DOCUMENTS

The Bid Documents shall constitute a part of the Contract between the Board and the successful Bidder and shall be incorporated by reference therein. If any provision of the Contract is subsequently found to be illegal or invalid by operation of law, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

PROPOSED CONTRACT SPECIFICATIONS

I. PERIOD OF CONTRACTUAL RESPONSIBILITY

All bids shall provide for transportation services from July 1, 2019 through June 30, 2022. The Board and the Contractor shall enter into a three-year contract (the "Contract").

II. SCOPE OF THE WORK

- A. The Contract to be awarded will require the Contractor to furnish transportation services including personnel, supervision, vehicles, operators, equipment, appropriate restraint seating and other services required to transport all Scotland pupils to and from Scotland School and Parish Hill High School including pre-kindergarten, kindergarten, elementary, middle, high school pupils, excluding at the Board's option Scotland School students with special transportation needs, and for the purpose of transporting Scotland School students on field and athletic/activity trips when requested by the Board.
- B. The Contractor shall furnish a sufficient number of vehicles to ensure seats for all passengers at all times. Standees or overloading of the vehicles shall not be permitted at any time.
- C. Bus Schedule Details - A list of student names and addresses will be furnished to the Contractor prior to July 15th for the upcoming school year. The Bidder will establish bus routes and stops based on this information. The Bidder will be expected to be familiar with all local operating conditions, including routes, special road conditions, local regulations, policies regarding bus stop locations, and any other special conditions, which may affect operating costs.
- D. Bus Availability - All school buses must be available between the hours of 7:00 a.m. and 9:00 a.m. each school morning and from 1:45 p.m. to 3:45 p.m. each school afternoon. In addition, up to two (2) school buses may be used for mid-day kindergarten or preschool routes and must be available.
- E. The bid response shall include the hourly rate per bus (including driver) to provide transportation for field trips and other trips.
- F. After conferring with the Superintendent or his/her designee, the Contractor will submit by AUGUST 1ST OF EACH YEAR its proposed bus routes for the coming year. This will include estimated busloads and schedules.
- G. During the term of the contract, the Board may, from time to time, revise the trips and increase or decrease the mileage thereof and may increase or decrease the number of trips.
- H. In the event that the Board considers that additional trips, routes, or vehicles are necessary, it may require the Contractor to furnish vehicles for such additional

routes and the rate then to be paid for the vehicles shall be the amount per vehicle per day as set forth in the Contractor's Bid.

- I. The other service expected to be provided under the Contract, as may be requested by the Board, on a non-exclusive basis, is for transportation services for Scotland School students to locations outside the Scotland School District. Such services, may include, but not be limited to, transportation to special education and other schools outside of the District as well as transportation services for athletic and field trips. The Contractor agrees that the Board may use other contractors for such services.

III. EQUIPMENT

A. VEHICLES REQUIRED

Four (4) 65 passenger or larger turbo diesel school buses with not more than 6 cylinders manufactured no earlier than 2009 equipped with crossing arms on the front bumpers that can be equipped with appropriate child restraint systems (booster and car seats) for transporting pre-school and kindergarten students.

The Contractor shall have the right to substitute new or equivalent vehicles during the term of the contract, provided prior written notice is given to the Board, and such substitution is approved by the Board.

- B. All vehicles must conform to all applicable laws, rules, regulations, policies, and standards, including those of the federal government, the State of Connecticut, the Connecticut Department of Motor Vehicles, the Board and the Town of Scotland.
- C. In addition to what is specified by the agencies listed above, all vehicles must be equipped with the following:
 1. Functional devices for emergency communication must be kept in working conditions at all times for maximum communication on each bus.
 2. Snow tires between November 1 and April 1 or Chains or any other skid devices when road conditions require use.
 3. All necessary and appropriate restraint seating equipment for students.
 4. Fire extinguishers.
- D. 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 current State of Connecticut repair requirements. The operator shall inspect the vehicle each morning to determine that the brakes, horn, tires, steering apparatus, emergency doors, stoplights, and all other equipment are in good operating condition. Any problems, which might affect normal operation, shall be reported to the Superintendent no later than 5:30 a.m. Also, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the

passenger compartment. All vehicles must be equipped with fire extinguishers. Tires on all vehicles shall meet Connecticut State Motor Vehicle Department requirements, and the MINIMUM tread allowed shall be 4/32 OF AN INCH FOR FRONT TIRES AND 2/32 OF AN INCH FOR REAR TIRES, at the lowest point. No retread tires will be used on the front wheels of any contract vehicle.

- E. The Contractor shall set up a regular inspection program of all vehicle equipment and shall keep written records showing regular mileage inspections and periodic inspections so that the Board or its agent may, at any time, request the written record of the inspection made by the Contractor. Such records will include a specific statement concerning the mechanical condition of each individual vehicle. The inspection program shall be made not less frequently than every 2,000 miles of operation or not less than once a month, whichever is more frequent.
- F. The Contractor will notify the Superintendent whenever a part is not available for longer than a week. If such part affects the safe operation of the vehicle or is required by federal, state, or local law, regulation, or rule, the Contractor agrees to use a spare vehicle until such part is replaced. The Contractor agrees to notify the Superintendent when the part is installed. At any time during the contract, the Board or its agent shall have the right to conduct inspections of the Contractor's equipment and to make recommendations concerning changes, repairs, or additions to the mechanical equipment of the Contractor. It shall be the responsibility of the Contractor to carry out these recommendations within the reasonable time period designated by the Board.
- G. The Board, or its agent, may, on written notice, require the Contractor to discontinue the use of any vehicle, which it judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any vehicle shall be ordered, the Contractor shall forthwith replace said vehicle with another vehicle, which is capable of fulfilling the requirements of the contract and the schedule.
- H. The Contractor shall submit annually, at least one week prior to the first day of school, a complete list of vehicles to be used with the contract on the forms provided herein as Attachment I, and all details required thereon must be completed. No equipment other than that listed will be allowed to be used in the performance of the contract without prior notice to and approval by the Superintendent or a designee.
- I. Buses shall be parked in a lot situated in the Town of Scotland.
- J. The Board shall purchase, at its own expense all diesel fuel necessary to meet the requirements of bus transportation for Scotland School students under this agreement. The Town of Scotland shall purchase at its own expense all diesel fuel necessary to meet the requirement of bus transportation for Parish Hill students under this agreement. Fuel shall be stored at a facility within the Town of Scotland as the Superintendent directs. The Bus Contractor shall maintain and operate all vehicles used in performance of the Agreement to achieve maximum savings in the use of fuel. An average rate of 6.5 to 7.0 miles per gallon shall be expected. Lower mileage per gallon due to the Bus Contractor's failure to properly maintain a vehicle will result in a reduction in the amount owed to the Contractor by the Board. This deduction will be equal to the amount of the

cost of the extra fuel required due to the Contractor's failure to maintain the vehicle(s) in question.

IV. PERSONNEL

- A. The Contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening must be taken to assure that the safest and most responsible drivers obtainable are transporting the children of the school district. Screening shall include a criminal records check at both national and state level.

The Board and its agents reserve the right to review all personnel records and personnel used in the performance of the Contract and to reject a driver prior to actual employment.

- B. The Board has the absolute right to require the Contractor to change a driver from a particular route or to replace the driver, within twenty-four (24) hours after notification. The driver shall not thereafter be reinstated without approval of the Board or its designee. Failure of the Contractor to comply with a directive under this paragraph shall constitute a breach of contract.
- C. All drivers selected by the Contractor must have a current commercial driver's license with a passenger endorsement in compliance with state law, be of excellent character and morals, and have held a valid driver's license for at least five (5) years. .
- D. The Contractor shall ensure that all drivers have submitted to a complete physical examination in accordance with State of Connecticut requirements. A licensed practicing physician shall conduct the physical examination, and the physician shall certify that the driver is in good physical condition. The Contractor shall comply with all state and federal regulations regarding drug and alcohol screening for drivers and the Contractor shall provide the Superintendent with satisfactory evidence of compliance.
- E. The Contractor shall assign a driver permanently to each route and, except in cases of emergency, the assigned driver may be changed only with the consent of the Board or its agent, such consent shall not be unreasonably withheld. Each driver must become thoroughly familiar with assigned runs prior to actually transporting students.
- F. The Contractor shall provide a contact person, other than a driver or mechanic, who will handle the day-to-day administration of services to the Board.
- G. DRIVER TRAINING - The Contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. A qualified instructor who has been certified by the Motor Vehicle Department will administer driver instruction. The Contractor shall be required to keep a log on training given to each driver and the Board reserves the right to inspect such logs and to have members of the Board attend driver-training sessions as observers.

Drivers of vehicles transporting special education students shall be given additional appropriate training in excess of the minimum required for other drivers.

- I. The Contractor shall file and maintain a list of approved bus drivers and substitute bus drivers with the Board, and no person may operate a school vehicle in the Town of Scotland pursuant to the contract whose name does not appear on the, approved list, except in the case of a bona fide emergency.
- J. Aides. The Board reserves the right to assign Aides at its own expense.

V. SPARE EQUIPMENT AND PERSONNEL

The Contractor shall, at all times, during the period of this Contract, provide spare vehicles and driving personnel sufficient to completely satisfy the requirements of the Contract. The spare buses shall be full-size buses with 65-passenger or larger capacity. The spare vehicles and spare drivers shall be used in the event of any accident, breakdown, delays, emergency, shortages due to athletic or field trips, driver absence, etc. The spare bus must conform to all applicable laws, rules, regulations, policies, and standards as defined for the regular fleet under this contract.

VI. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor and drivers will be required to comply with the laws, rules, regulations, and policies of the federal, state, and local governments pertaining to school bus transportation. It shall be the responsibility of the Contractor to make certain that all personnel employed are familiar with all of the previously mentioned laws, rules, regulations, and policies as well as the contents of any transportation manual, which the school system might publish.

VII. FAILURE OF OPERATION

If a Contractor fails to make any run or trip in accordance with the approved schedule because of failure of equipment or personnel, the Contractor shall remove, or the Board may deduct, from the monthly invoice a sum equal to the payment due for the service, which was not provided.

Arrival after the last bell in the morning or fifteen (15) minutes or more after scheduled afternoon dismissal time shall constitute failure to provide a trip or run; provided, however, the fifteen (15) minute rule shall become null and void during inclement weather and at other times when hazardous conditions exist. If any student is dropped off at an unauthorized stop or if any driver fails to make all authorized stops on any assigned route, this action shall also constitute a failure to make a run or trip. Failure to provide a trip shall also include doubled runs, unauthorized deviations from established routes and repeated failure to make the established stops.

The Contractor should notify the Superintendent's Office immediately to alert them of known late or doubled trips. Such notification does not absolve the Contractor from any penalties, which may be incurred. It is at the discretion of the Board to waive penalties.

VIII. SCHOOL DAYS DURING THE YEAR

Transportation services shall be provided on 182 school days each year. Any additional days for which service might be required shall be paid for at the daily rate as specified by contract. In the event that the vehicles do not operate on any school day, for whatever the reason, the per day cost for each vehicle will not be included in the monthly invoice or it will be deducted from the payment made by the Board.

IX. SCHEDULE DETAILS

- A. Bus Stops and Routes - The establishment of routes and bus stops is the responsibility of the Contractor. Contractor agrees to review and prepare the routes, in an effort to reduce mileage and fuel consumption, by August 1st of each year. The Superintendent shall deliver updated student information to the Contractor by June 30th of each year. Student information not available by June 30th (including, but not limited to, late student registration) will be promptly delivered to the Contractor as soon as such information becomes available. All bus routes and bus stops suggested by the Contractor must be communicated to the Superintendent, or designee before such routes and stops are used. Changes in the routes, time schedules, or designated stops may be made, and any of the

routes may be eliminated or consolidated, at the discretion of the Superintendent or designee to meet changed conditions.

- B. The Contractor will deliver students to the school not more than thirty (30) minutes and not less than two (2) minutes before the opening of school, except under extraordinary conditions or as directed by the Superintendent, or designee. After school, vehicles will not leave the school until at least five (5) minutes following dismissal. No pupil will be left at his/her bus stop later than sixty (60) minutes after school dismissal except under unusual conditions or as directed by the Superintendent, or designee.
- C. Schools will operate on a reduced schedule at times, and the Contractor must be prepared for such deviations whether scheduled or unscheduled.

X. COMPLAINTS

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

XI. EMERGENCIES - SCHOOL CLOSING

- A. Weather conditions or other emergencies, which require closing of school or delayed opening will be determined by the Superintendent. The Superintendent will make all efforts to notify the Contractor of any closings or delays at least 30 minutes prior to the time a vehicle is scheduled to leave the facility. The Contractor shall be available at 4:30 a.m., so as to advise and consult with the Superintendent regarding road conditions.
- B. No change, elimination, or consolidation of bus routes, except to meet unexpected or emergency conditions, will be made until after the Contractor conferred with the Superintendent, or designee with respect thereto at least one day in advance of such change, elimination or consolidation. All bus routes and bus stop changes suggested by the Contractor must be approved in advance by the Superintendent or designee.
- C. Safety of the children and road regulations must take precedence over any time schedule under all circumstances.

The Superintendent, or designee will continually review all of the existing and proposed routes and bus stops in regard to factors of safety and welfare, and the Contractor shall comply with all directives resulting from such reviews.

- D. It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.
- E. The Contractor shall pick up and return children as designated by the established schedules. In the event an established route cannot be completed, another vehicle shall be sent to complete the route or the children shall be returned to their respective schools.

XII. ACCIDENTS AND DELAYS

- A. The Superintendent or designee shall be notified of all occurrences, accidents, and all injuries, regardless of extent, as soon as possible, but not later than 5:00 p.m. on the date which they occur.
- B. In addition to, the notice required in Section A, any accident involving personal injury must be reported to the Superintendent in writing within 24 hours of the accident.

XIII. PAYMENTS AND COMPENSATION

- A. The Contractor's compensation for the performance of the obligations hereunder shall be based on the number of vehicles used by the Contractor for the actual transportation of pupils at the per mile rate per vehicle as set forth in the Contractor's Bid.
- B. Field and Other trips by vehicles for school purposes shall be paid on a per mile plus per hour for driver layover (waiting) basis as set forth in Contractor's Bid.
- C. It is specifically understood that no other payments shall be made to the Contractor who shall furnish all of the drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required including the spare bus and drivers, the contact person, staff and other services necessary for the proper performance of the Contractor's duties.
- D. The Contractor shall submit monthly invoices to the Board in such detail, as the Board shall require. Payments shall be made within twenty (20) working days after invoices have been received for the preceding calendar month.
- E. Acceptance by the Contractor of such monthly payment shall release the Board and the Town of Scotland from all claims and all liability to the Contractor in connection with the contract arising during the period for which the payment is made, but no payment shall operate to release the Contractor, sureties, or insurers from any obligations under the contract or the performance bond or any insurance policies issued in connection with the contract.

XIV. RESPONSIBILITY FOR PUPILS AND DISCIPLINE

- A. The Contractor shall be fully responsible for the care and supervision of pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school vehicle and shall be deemed to have ended when the pupil has completed alighting from the vehicle.
- B. The Superintendent shall annually distribute a code of conduct booklet to the Contractor, students, parents, and school personnel.

- C. Drivers will remain at the wheel at all times while children are loading or unloading and shall not leave the vehicle while the motor is running. Under no circumstances may the driver leave the vicinity of the vehicle with pupils aboard.
- D. In the event of extreme disciplinary infractions by students on vehicles, which in any way imperil safe operations, the Contractor shall require that operators shall stop the vehicle and not proceed until discipline is voluntarily restored. The Contractor's office is to be immediately alerted via emergency communication device. The operator shall report all such occurrences to the Contractor, and the Contractor shall notify the Principal of the school concerned for action. However, under no condition shall a student be "put off" a vehicle while it is in transit and thereby exposed to the hazards of walking either on the way to school or on the way home as punishment by the driver. The driver shall be in full charge of the vehicle and shall allow no misbehavior. The names of any pupils who misbehave or who cannot be managed by the operator shall be reported to the appropriate school administrator.

XV. PROVISION FOR FUEL

- A. The Town of Scotland shall furnish the fuel used by the Contractor to perform the required services. The fuel shall be furnished through the tank and pump at the Town garage furnished by the Town of Scotland. The Contractor shall be responsible for filling the tanks of the vehicles at no additional charge to the Town.

ALL FUEL SUPPLIED BY THE BOARD MAY ONLY BE USED IN PROVIDING SERVICES UNDER THIS CONTRACT.

- B. If the Town is unable to supply the Contractor with fuel, the Superintendent or his/her designee will notify the Contractor as soon as possible. The Board and the Contractor shall make suitable temporary arrangements for obtaining fuel at the Town's expense so as to permit the regular runs to be made.
- C. The Board reserves the right to audit and monitor all fuel delivery and usage during the life of the contract. If it becomes apparent that the Contractor is using fuel supplied by the Board for non-Board purposes, the Board reserves the right to charge the Contractor for the cost of the additional fuel and to make an appropriate deduction from any payment due the Contractor.

XVI. DISCLAIMER OF AGENCY

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

XVII. RIGHT OF SET-OFF

The Board shall have the right to offset against any monies due under the contract to the Contractor any unpaid penalties incurred by the Contractor or as specified in the contract.

SCOTLAND BOARD OF EDUCATION

BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM

Having carefully examined all the Bid Documents and having inspected the premises and the conditions affecting the work, the undersigned proposes to furnish all labor, equipment, supplies and materials called for by them for the entire work in accordance with the Bid Documents.

In submitting this Bid, the undersigned agrees:

- a. To hold the bid open until 90 days after Bid opening.
- b. To enter into and execute a Contract, if required by this Bid, and to furnish bonds and insurance required by the Bid Documents.
- c. To accomplish the work in accordance with the Bid Documents.
- d. To complete the work by the time stipulated in the Bid Documents.

The undersigned acknowledges that the terms, conditions, and specifications of this Request for Bids are understood and unconditionally accepted.

Printed Name of Bidder

By _____
Signature

Printed Name and Title of Signer

Date _____

BID FORMS

Bid Form 1

A. REGULAR RUNS (INCLUDING SCHEDULED LATE RUNS) - SCHOOL YEAR

Bid Form 2

B. FIELD TRIPS/OTHER TRIPS (NONEXCLUSIVE)

C. DRIVERS (waiting time)

Bid Form 3

D. LIST OF VEHICLES TO BE USED WITH PROPOSED CONTRACT

E. STAND-BY VEHICLES

ATTACHMENT(s)

Attachment I-1

A. Annual List of Vehicles

Bid Form 1

A. REGULAR RUNS (INCLUDING SCHEDULED LATE RUNS) - SCHOOL YEAR

Type I 65 Passenger (or larger) School Bus		
YEAR	<u>Conventional Buses</u> Base Cost for 3 busses per day (total daily mileage of 315 miles X 182 days)	Additional Cost per mile*
Year – 1	\$	
Year – 2	\$	
Year – 3	\$	

* In the event that daily mileage for the routes specified by the Board exceeds 315 miles.

Bid Form 2

B. ATHLETICS/FIELD TRIPS/OTHER TRIPS (NONEXCLUSIVE)

1. During Regular Route Hours (6:00 a.m. - 9:00 a.m. and 1:45-4:45 p.m. on school days):

2019-20	2020-21	2021-22
\$ /mi	\$ /mi	\$ /mi

2. During Non-Route Hours (9:00 a.m. – 1:45 p.m. and after 4:45 p.m. on school days; Saturdays and Sundays):

2019-20	2020-21	2021-22
\$ /mi	\$ /mi	\$ /mi

C. DRIVERS (waiting time)

2019-20	2020-21	2021-22
\$ /hr	\$ /hr	\$ /hr

Bid Form 3

D. LIST OF VEHICLES TO BE USED WITH PROPOSED CONTRACT

Number of Vehicles	Seating Capacity	Year	Body Manufacturer	Chassis Manufacturer	Engine

E. STAND-BY VEHICLES:

Number of Vehicles	Seating Capacity	Year	Body Manufacturer	Chassis Manufacturer	Engine

