

**Area Cooperative Educational Services (ACES)  
350 State Street  
North Haven, Connecticut**

**REQUEST FOR PROPOSALS  
for  
Regionalized Special Education Student  
Transportation Services**

**To:** Potential Vendors

**From:** Evelyn Rossetti-Ryan, EdD, Chief of Marketing & Outreach

**Re:** Request for Proposals for Regionalized Special Education Student Transportation Services

**Date:** May 2, 2018

Area Cooperative Educational Services (ACES) is seeking proposals for Regionalized Special Education Student Transportation Services for a one (1) year contract to transport students from the school districts of Ansonia, Cheshire, Derby, East Haven, Hamden, New Haven, North Haven, and West Haven to special education outplacement sites.

ACES is coordinating this quote and will act as transportation broker on behalf of the aforementioned districts. Vendor(s) agreements will be with ACES on behalf of the districts named herein.

Sealed bids (2 paper copies; 1 electronic file by flash drive) addressed to the Chief of Marketing & Outreach must be received at ACES, PCY Building, 350 State Street, North Haven, CT 06473 **not later than 12 p.m. (noon) on Friday, May 18, 2018**. No bids will be accepted after that date and time. Bids shall be opened and publicly read at 12 p.m. (noon). Facsimile bid responses shall not be accepted. There will also be a pre-bid meeting on **Wednesday, May 9, 2018 at 1 p.m.** to review the bid and answer any specific questions.

Questions relative to this request for proposals may be addressed to Evelyn Rossetti-Ryan, Chief of Marketing & Outreach at 203-498-6881, [erossetti-ryan@aces.org](mailto:erossetti-ryan@aces.org). In her absence, prospective vendors/contractors may contact Lynn Bailey, Project Choice Coordinator, at 203-498-6843, [lbailey@aces.org](mailto:lbailey@aces.org).

## REQUEST FOR PROPOSALS

ACES has issued this Request for Proposals in order to identify the best qualified vendor(s) to provide Regionalized Special Education Transportation Services to outplacement special education sites.

The contracts call for the furnishing of scheduled transportation for certain designated school children from participating school districts of Ansonia, Cheshire, Derby, East Haven, Hamden, New Haven, North Haven, and West Haven (“the participating districts”) as brokered by ACES and includes the furnishing of all services necessary and required, consisting of the following in general: transportation equipment, maintenance of equipment, operation, supervision, inspection, registration, licensing, insurance and conformation to all applicable laws, rules, and regulations of the Federal Government, the Interstate Commerce Commission, and the State of Connecticut, Department of Motor Vehicles. Winning bidders will agree to execute a contract with ACES. Contracts will not be executed between vendors and individual school districts.

The term of this contract is one (1) school year. This contract will commence on July 1, 2018 and end June 30, 2019.

### RFP INSTRUCTIONS:

Specifications, tentative schedules, and quote forms are available at ACES central administrative offices at 350 State Street, North Haven, CT.

Interested vendors/contractors may contact Evelyn Rossetti-Ryan, Chief of Marketing & Outreach at 203-498-6881, [erossetti-ryan@aces.org](mailto:erossetti-ryan@aces.org) to review the tentative schedule and/or to discuss any issues/questions that arise relative to this request for quote specifications. In her absence, prospective vendors/contractors may contact Lynn Bailey, Project Choice Coordinator, at 203-498-6843, [lbailey@aces.org](mailto:lbailey@aces.org).

A pre-bid conference will be held at ACES central administrative offices at 350 State Street, North Haven, CT on Thursday, April 19, 2018 at 2 p.m.

Bids must be submitted via hard copy and electronically. Two hard copies must be provided. Electronic proposals should be submitted via flash drive. The quote sheets (Attachment B) are in an excel format. We would like prospective vendors to use these excel documents when submitting their bids. **We are also requesting vendors to also provide this information on a flash drive.**

Qualified contractors are invited to provide bids on each of the following items:

## **BASIC CONTRACT**

The services required of the contractor will be based on the information provided in the Appendix (Attachment A) which includes a list of potential public and private schools/programs. There is no guarantee as to the amount of service that the contract will require. The services required may include evening or weekend transportation. From time to time, emergency transportation due to student illness and/or suspension may be required. The contractor will be required to transport an aide and may be required to transport other monitors and/or health support professionals who are necessary due to the specific needs of the students.

ACES is seeking quotes for round trips (home to school and back) per day. Contractor(s) shall perform such awarded service only upon designation by ACES.

Proposals will be received for separate transportation components. ACES reserves the right to accept or reject any or all quotes if it is in its interest to do so.

Bids will be considered until the date and time indicated on the cover sheet.

Any bid may be withdrawn prior to the scheduled bid opening as indicated on the specification cover sheet, or prior to an authorized postponement date thereof.

Any bid received after the date and time specified on the cover sheet for receipt of the bid or an authorized extension thereof, will not be considered.

No bidder may withdraw its bid for a period of 60 days following the actual time of bid opening.

## **OPTION CONTRACT**

All quotes shall provide, in addition to an offer to perform pursuant to the Specifications, an option contract exercisable by ACES in which the prospective vendor/contractor agrees to perform pursuant to the quote for the remainder of the term of the Contract upon written notification given at least five (5) school days in advance. The purpose of the option contract is to provide the participating districts with a substitute contractor meeting the criteria enumerated in these RFQ documents with terms agreed upon in advance in the event the original Contractor breaches the terms of the contract.

## **DISPOSITION OF ABANDONED ROUTES**

From time to time a vendor that was originally awarded a program round trip may no longer be in a position to provide the service. In such case, all other vendors who were also awarded programs and/or routes shall have the first opportunity to provide a quote for such routes.

## **NEW ROUTES**

From time to time new students may be identified who require transportation and do not fit on existing routes to an awarded program and/or school. In most cases, all vendors who were awarded programs and/or routes shall have the first opportunity to provide a quote for such route.

Vendors are prohibited from placing any student(s) on a run who is/are not the responsibility of one of the districts participating in this RFP. Any request from a participating district to place an additional student on an existing run or to add a run to one of the identified sites must be made through ACES.

If ACES decides that a student needs to be removed from an existing route, due to behavior, etc., and placed in a new vehicle as a single rider, a new price for this single rider may be requested.

ACES does not guarantee continuation of any or all routes or schedules, or that new students will not be added to the routes, schedules, etc. The prospective contractor is solely responsible for the accuracy of mileage estimates. The prospective contractor is responsible for determining the accuracy of any estimate or information provided by ACES which it uses to formulate its quote for transportation services and acknowledges that it has had the opportunity to investigate the same. In submitting a quote, the prospective vendor/contractor acknowledges that such information and estimates do not constitute a representation, guarantee or warranty of accuracy and failure to secure and investigate the accuracy of such estimates and information relied upon by any prospective contractor shall in no way relieve any vendor from any obligation with respect to their quote. Furthermore, the contractor thereby releases ACES and any participating districts of any and all claims, demands, suits, causes of action, arbitration or disputes whatsoever arising out of or relating to such estimates and/or information.

When making quotes, which shall be submitted in sealed envelopes endorsed on the

outside, "**QUOTE FOR REGIONALIZED SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES**" with the name of the vendor, Vendors shall give a school and/or route price for transportation services as detailed herein and in the Specifications for the entire time of performance under the contract (1 year). Please note that the school and/or route price given for the transportation services detailed herein and in the Specifications shall remain the same throughout the contract.

In most situations it is anticipated that the price per vehicle (from home to school and back) will be the same regardless of the number of students on the run. However, there are certain students that must be driven alone (as requested by ACES). Those "ride alone" students are indicated in the notes on Attachment A.

A potential vendor may submit a quote for all or some of the routes contained in the attachments.

The Contractor shall furnish a performance bond for the contract. The amount of the Bond shall be equal to 100% of the yearly amount of the contract. The performance bond for the first year of the contract must be presented within five (5) days of the notice of contract award. Failure to provide a bond and/or an adequate bond constitutes a material breach of the contract which may be terminated at ACES option.

A certified, treasurer's or cashier's check drawn on a responsible bank, or bond from a surety company licensed by the State of Connecticut, in the amount of five (5) percent of the annualized (180 days) costs of the routes being quoted made payable to the ACES, must be filed by the prospective contractor. All checks shall be held by ACES until award of contract when checks of unsuccessful contractors/vendors will be returned. The successful contractor(s) must enter into written contract with ACES within five (5) days, Saturdays, Sundays and Legal Holidays excluded, after notification of acceptance of his quote. His check will be returned to him upon execution of all contracts. Upon failure to enter into the contract his/her check shall be forfeited to ACES.

The prospective vendor shall demonstrate that it has successfully provided student transportation for over three (3) years for school districts or for other educational institutions. Experience may include prior experience as an owner or principal operator of a company other than the prospective vendor.

The prospective vendor shall provide ACES with the name, address, telephone number and responsible agent of all municipalities/institutions for which the Contractor has provided school bus transportation services, within the last five (5) years, so that ACES may obtain and review all relevant reference data in its decision making process towards the awarding of the

Contract. By providing a quote and list of references, the prospective vendor/contractor warrants that the list is complete and by tendering its quote and providing the above list of references, the prospective contractor hereby authorizes and releases ACES and the above previously serviced municipality/institution to openly and fully discuss the municipality's/institution's evaluations, opinions or perceptions of the vendors prior performance and reputation, and by said quote tender and list of municipalities/institutions said prospective vendors/contractors does thereby agree to release indemnify and hold harmless both ACES and their agents of and from any and all liability both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations or opinions relating to the said contractor or its agents, officers or employees. In the context of this quote the term prospective contractor/vendor shall mean and include any and all other corporations or entities in which any of the Contractors Corporate Officers, Directors, Share Holders, Principal Administrative or Operating Personnel or owners were previously involved or associated with.

**Sealed quotes will be received at ACES central administrative offices at 350 State Street, North Haven, CT 06473 until 12 p.m. (noon), May 18, 2018.** No quotes will be accepted after that date and time at which time they will be opened and read.

The Contracts will be awarded to the responsive and responsible qualified vendors/contractors offering the lowest price for the entire time of performance under the contract (1 year). Other criteria to be used in determining the quote award will be reference checks and the viability and feasibility of the proposed route(s). The contractor(s) shall perform such awarded service only upon designation of ACES.

It should be noted though that ACES reserves the right to reject any and all quotes as may be determined to be in the best interest of the participating districts and students served.

Please note that ACES shall not enter into the contract for transportation services described herein unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds.

Evelyn Rossetti-Ryan, EdD  
Chief of Marketing & Outreach  
ACES PCY  
350 State Street  
North Haven, CT 06473

## **SPECIFICATIONS FOR REGIONALIZED SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES**

**July 1, 2018 – June 30, 2019**

### **ARTICLE I - DEFINITIONS**

**TERM:** That entire period of time as determined in Article II

**ACES:** Area Cooperative Educational Services

**PARTICIPATING DISTRICTS:** The school districts of Ansonia, Cheshire, Derby, East Haven, Hamden, New Haven, North Haven, and West Haven on whose behalf ACES brokers out-of-district special education transportation.

**CONTRACTOR/VENDOR:** That vendor(s), whose quote is accepted by ACES and who has entered into this written contract.

**STUDENT:** That individual who is designated by ACES and the Participating Districts as requiring transportation under this contract

**DRIVER:** That individual designated by the Contractor(s) to operate a vehicle. Such individuals shall hold Connecticut licenses and shall meet and comply with all state and local regulations and requirements pertaining to the transportation of pupils (i.e. STV, CDL status, etc.).

**VEHICLE:** A new or used motor vehicle, whether owned or leased, operated by the Contractor, and used by the Contractor for transportation in accordance with this contract. Said vehicle shall be appropriate for transporting students under all pertinent rules, regulations and laws and it shall be the Contractor's duty and obligation to maintain all of the said vehicles and equipment in optimal operating and safety condition during the entire term(s) of this contract. Age of said vehicle shall be no more than ten (10) years old.

### **ARTICLE II - TERM**

The term of this contract is one year. This contract will commence on July 1, 2018, with provision of transportation of students commencing with the start of the 2018-~~94~~19 academic school year. In such instances the contractor will be expected to provide transportation at the

same program and/or route price. The days on which transportation is to be furnished shall be as designated and required by the Participating Districts and receiving schools.

### **ARTICLE III -TRANSPORTATION SCHEDULE**

#### **A. SCHEDULE**

Included in Attachment A are the starting and ending times of the schools and or programs to which students currently attend. These times reflect the starting and ending times during the 2017-2018 school year, as the actual times may not have yet been established for the 2018-2019 school year. It is expected that the contractor and ACES will work together to obtain the 2018-2019 school calendars from the receiving schools and or programs. It should be noted that a number of the participating districts are discussing modifying their school schedules-this may impact the programs that are housed in their respective buildings. ACES will let the winning contractor(s) know as soon as the time schedules in these locations are confirmed. In addition, it is not unusual to have some of the schools/programs noted in the attachments change their schedules (in and/or out times) as well. ACES does not guarantee any specific in and/or out times of any of the receiving schools and/or programs.

#### **B. CHANGES**

ACES reserve the right to add, rearrange, reassign or adjust or delete routes and schedules when it is in the interest of ACES and/or the Participating Districts to do so. All changes in routes are to be approved by ACES.

Contractor shall not alter or substitute personnel or equipment that might impair or adversely affect the reliability of transportation services to the student, ACES, Participating Districts, or receiving out-placement sites.

#### **C. MAINTENANCE OF SCHEDULE**

The schedule of route operation shall be maintained in such a manner that students awaiting vehicle arrival shall not be required to wait longer than five (5) minutes beyond the time of the schedule of the stop. The vehicle shall not delay at a stop longer than necessary for students to board the vehicle. Delay at stops, to permit the boarding of students not present during the time the vehicle is being loaded, shall not be permitted. Per Connecticut Statute, except in the event of hazardous road conditions, the period of time that students spend riding the vehicle to and from school will not exceed sixty (60) minutes.

The first stop of any vehicle for any pupil in the quote shall occur in the most efficient manner possible. Students shall be picked up at the school within five (5) minutes after closing time



and shall be returned home within ten (10) minutes of a scheduled arrival time. No "to school" route shall start prior to the scheduled starting time, nor shall it arrive at school more than ten (10) minutes prior to the start of school as indicated above nor shall it arrive after the scheduled "first bell time". Changes in school hours may be instituted by the school authorities and shall not affect contract prices. All vehicles should be available on sixty (60) minute notice for early closing of school in emergency situations and one (1) day notice for early closing of school for staff events or other activities scheduled in advance.

The Contractor shall be solely responsible for any and all costs incurred in achieving and ensuring compliance with the Contractor's transportation obligations.

Each and every failure by the Contractor to maintain the schedule as herein provided shall be a breach of the Contract and shall subject the Contractor to an assessment of liquidated damages as provided in Article V Section F.2.

Repeated breaches as heretofore described which are found to be in the opinion of ACES the cause of undue disruption to the students, shall constitute a material breach of the Contract and shall forthwith terminate the Contract upon such finding and shall further subject the Contractor to an assessment of liquidated damages as hereafter provided.

The imposition/exaction of liquidated damages shall not preclude ACES from any of its other remedies and damages, either at law or in equity, including claims under and against performance bonds or insurance nor shall it preclude initiation of contract, tort or other legal actions and the award of additional damages hereunder.

## **ARTICLE IV - THE CONTRACTOR**

### **A. SERVICES**

The Contractor shall furnish the scheduled transportation for all students as designated herein and who may from time to time be designated by ACES. Scheduled transportation shall be in accordance with the transportation schedule noted in the attachments. The Contractor shall furnish all services necessary and required, or those which are in ACES' discretion, deemed convenient or desirable consisting of the following in general: transportation equipment, maintenance of the equipment, operation, supervision, inspection registration, licensing, insurance and conformation to all applicable laws, rules and regulations of the Federal Government, the Interstate Commerce Commission, the State of Connecticut and to all rules and regulations established by the Connecticut Department of Education, and the Department of Motor Vehicles, as such rules may pertain to school

vehicles and to all applicable rules and regulations established by the participating districts, and all other laws, rules, regulations pertinent hereto.

## **B. BOND**

The Contractor shall furnish a performance bond for duration of the contract. The amount of the Bond shall be equal to 100% of the yearly amount of the contract. The performance bond for the first year of the contract must be presented within thirty (30) days of the notice of contract award.

Failure to provide a bond and/or an adequate bond constitutes a material breach of the contract and the contract may be terminated at ACE's option, satisfying its wants through another contractor and without waiving any and all remedies available to ACES at law, in equity or as provided within the contract.

## **C. INSURANCE**

The Contractor shall obtain and maintain in effect insurance, such that each vehicle is covered for property and personal liability as follows:

1. Property damage liability coverage in an amount not less than two hundred and fifty thousand dollars (\$250,000).
2. Personal liability coverage in an amount not less than one million dollars (\$1,000,000) for any one person, and one million dollars (\$1,000,000) for any one accident; uninsured/underinsured coverage of not less than five hundred thousand dollars (\$500,000) per person and one million dollars (\$1,000,000) per occurrence, excess liability coverage of not less than three million dollars (\$3,000,000).
3. The aforementioned property damage liability insurance and personal liability insurance referenced in C.1. and C.2. shall also include extra territorial coverage and shall cover all owned, non-owned and leased vehicles and shall cover all employees, independent contractors, passengers, passengers of other vehicles and pedestrians.
4. General liability insurance coverage in an amount not less than one million dollars (\$1,000,000), against claims for bodily injury, death and property damage, including contractual liability coverage, and coverage for intentional/criminal acts of its agents, servants or employees.

5. Workers' Compensation insurance as required by the General Laws of the State of Connecticut in the required statutory amounts.
6. For all of the required insurance stated above, the Participating Districts as well as ACES must be named as both the certificate holder and as an "additional named insured" for the duration of the contract and the contract should be specifically identified in the certificate on the above required policies, and shall have a waiver of subrogation and similar waiver provisions as against ACES and its employees, servants, officers or agents. These policies should have a thirty day notice of cancellation/non-renewal provision and same should be stated on the certificates of insurance.
7. A certificate of insurance demonstrating the above required insurance coverage enumerated throughout Section C, must be presented to ACES before the contract is awarded. Such certificate(s) demonstrating the required insurance coverage of the vehicles to be used by the Contractor for this contract, shall include a description and make of each vehicle insured, together with its Connecticut registration number. No vehicle shall be used by the Contractor for the contract unless insured as herein provided. The Contractor shall notify ACES through the Collaborative of any changes he may desire to make with respect to the vehicles used by him in his performance of the contract and shall secure written approval of ACES before using any vehicle not listed on said certificate.
8. Failure to provide and/or maintain the required insurance and/or adequate insurance constitutes a material breach of the contract and the contract may be terminated at ACES' option, satisfying its wants through another contractor and without waiving any and all remedies available to ACES at law, in equity or as provided within the contract.
9. Any payment owed the Contractor may be withheld until receipt in advance of the required bonding and insurance documents for each year.

#### **D. INDEMNIFICATION**

The Contractor acknowledges and agrees that it is responsible as an independent Contractor for all operations under this Agreement and for all the acts of its employees, servants, and agents and agrees that it shall defend, indemnify, and hold ACES and its officers, boards, committees and employees and Participating Districts from and against any and all loss, damage, cost, charge, expense, liability, action, and claim which may be made against it or them or to which it or they may be subject resulting from Contractor's performance and/or obligations hereunder and will pay promptly on demand all costs and expenses of the

investigation and defense thereof, including attorney's fees and expense. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under the Workmen's Compensation Act, Disability Benefits Act or other employees' benefits.

## **E. COMPENSATION**

The Contractor acknowledges and agrees that it is responsible for compensating the drivers under this Agreement. Compensation to Drivers and all other personnel involved in carrying out this contract shall be in accordance with and as determined by the State of Connecticut Department of Labor for the classes of labor involved.

## **F. ROUTES AND SCHEDULES**

The Contractor shall conduct transportation in conformance with specification as herein set forth and in accordance with routes and schedules as, from time to time, may be determined by ACES or Participating Districts to be compatible to school and or program schedules.

The Contractor is ultimately responsible for devising the specific transportation schedules for the routes awarded including the vehicle number, names and addresses of students assigned to that vehicle, driver's name and contact information, pick-up and drop-off orders and times. Schedules shall be submitted to ACES for review and approval two (2) weeks prior to the start of the school year or on a mutually agreed upon date and three (3) to five (5) full business days prior to the commencement of service at any other time during the course of the year.

No student shall be scheduled to be en route for more than one (1) hour unless approved in advance by ACES in consultation with Participating Districts. The Contractor shall submit route maps of designated routes at ACES' request. The transportation schedules, once submitted and approved, shall be strictly followed. No changes in routes may be made without prior approval by ACES. ACES reserves the right to rearrange, reassign, adjust and terminate routes and vehicle schedules in the best interests of students and participating districts.

## **G. PROGRAM CALENDAR**

ACES shall provide Contractor, prior to the commencement of student transportation, a program calendar for each receiving program/school serviced by the Contract. ACES will

confirm with Contractor starting dates, daily starting and release times, appropriate pick-up and drop-off time, and pick-up points, and any other information necessary for safe transportation.

## **H. COMMUNICATION**

Communication with parents, receiving school/program representatives and ACES is a key to a successful transportation effort. It is the expectation of ACES that the Contractor shall maintain adequate communication with ACES with reference to unscheduled program changes (days off, early release, and no-school announcements). When and if an unscheduled program change occurs, the Contractor is responsible for responding appropriately.

Any contractor who is awarded at least 40% or more of the total awarded routes shall have one designated person on their staff as the contact person for ACES. The primary job function of this person will be to assist in managing ACES routes, communicate with ACES route drivers and problem solve challenges associated with ACES routes, therefore, allowing ACES routes to operate as smoothly as possible.

## **I. ROUTE SHEETS**

The Contractor shall provide written reports showing the time that each rider is picked up and the time that each rider reached his destination, both to and from the receiving school/program, along with any other information as required by ACES and/or Participating Districts. These reports are to be compiled by the Contractor and turned into ACES on a weekly basis.

## **J. IDENTITY OF DRIVERS**

On or before August 1 of each year, the Contractor shall provide ACES with a list of all known drivers and substitute drivers along with a certificate that each driver satisfies the criteria of employment as a driver as outlined in Connecticut Regulations of State Agencies Section 14-275c-50 through 53, including but not limited to criminal background checks, drug testing and driver safety instruction and any other criteria as enumerated in federal or state statutes or regulations.

The list shall contain the name, address, telephone number, and license number of each

driver. The list shall also verify that each driver has not had his/her license revoked or suspended and will confirm successful completion of all required background checks.

The Contractor shall provide ACES with a release executed by each driver granting both the Contractor and ACES the right to perform a complete state and federal criminal background check, and a release for medical/psychiatric records and/or treatment. Notwithstanding the above or anything else therein, it shall remain the sole responsibility of Contractor to ensure that it provides careful and safe student transportation drivers and to conduct a thorough investigation into its personnel/drivers both before and during their employment.

## **K. IDENTITY OF VEHICLES**

On or before October 1st. of each year the Contractor shall provide a list showing license plate numbers, registration certification numbers as issued by the Registry of Motor Vehicles, manufacturer, model, year of manufacture, vehicle identification numbers (VIN) and current mileage for each vehicle. Each vehicle must satisfy all applicable laws and regulations of the State of Connecticut.

All vehicles must be properly maintained throughout the life of the contract and may be inspected by ACES personnel at any time. For example, doors shall not stick, all locks and seat belts must work, and there shall be no broken or cracked glass, no torn upholstery, by way of example only. Vehicles shall be clean, inside and out, and shall be smoke-free at all times. A vehicle is not acceptable if there is a lingering odor of smoke from the driver or anyone else previously smoking within the vehicle. No vehicle shall be in need of body repair.

ACES, on behalf of the participating districts, reserves the right to make unannounced inspections of all vehicles and if deemed unsafe by ACES, the vehicle will be removed from fleet.

## **L. DESIGNATION OF DRIVERS, VEHICLES, ROUTES**

On or before two weeks prior to the commencement of contract operations, the Contractor shall submit in writing to ACES, a list designating the assignment of drivers and vehicles to each route and including contact information (notably, all must satisfy the requirements of Article VII, including but not limited to, criminal background checks, physical examinations, and drug testing).

## **M. INFORMATION TO DRIVERS**

The Contractor shall provide each driver with each student's name, the name(s) of their parent(s) or legal guardian(s), their addresses, and the telephone number(s) of each parent (including, but not limited to home, work, cell, etc.). These student information lists are to be in the driver's possession at all times during transportation.

## **N. INFORMATION TO PARENTS**

On behalf of the Contractor and Participating Districts, ACES will provide parents of each student transported with information provided by the Contractor regarding the assigned driver by name, the substitute driver by name, a description of the vehicle that will be used, and an approximate pick-up and drop-off time. Should the parent provide any additional facts that should be known about the student to insure safe transportation, ACES will communicate that information to the Contractor on a timely basis.

## **O. SUBSTITUTION OF DRIVERS OR MONITORS**

The Contractor shall inform ACES if there is a need to have a substitute driver. The contractor shall inform ACES within 48 hours of the substitution in each instance of substitution, the substitute shall be a previously designated substitute driver (notably satisfying all background checks), assigned to the route in question.

## **P. SUBSTITUTION OF VEHICLES**

The Contractor shall make no substitutions of vehicles without permission of ACES for the duration of the contract period, except in case of emergency and breakdown, and then only for a period not to exceed one (1) week. All substitute vehicles shall be subject to all contract requirements.

## **Q. TELEPHONE COMMUNICATION**

The Contractor shall maintain a telephone connection through which ACES may make quick contact with the owner or his agent and he shall appear for conferences with ACES and/or participating schools and districts when requested. The Contractor shall also supply a twenty-four (24) hour "hot line" to address any special or emergency issues or problems that arise.

Between the hours of 6:30 A.M. and 6:00 P.M. on days when students are being driven the Contractor shall have its phones staffed such that one of its supervisors with authority to make decisions/changes/adjustments and to implement them immediately shall be available to confer with ACES. If the Contractor employs an answering/message service for its incoming calls between 6:00 P.M. and 6:30 A.M. it shall arrange to have one of its supervisors with decision making authority respond within three (3) hours to telephone calls from ACES during those hours.

## **R. SUPERVISOR**

The Contractor shall provide a full-time Supervisor, who will assume control of the vehicles and drivers. The supervisor or his/her designee should be immediately available by telephone, cell phone or beeper from 6:00 a.m. to 6:00 p.m. on school days and within 3 hours (as indicated above) at all other times

## **S. ACCIDENTS**

The Contractor is responsible for notifying ACES immediately regarding all accidents when transporting students in which a vehicle becomes involved and shall make written reports of the incident within twenty-four (24) hours to ACES.

## **T. ASSIGNMENTS**

The Contractor shall not assign or sublet the contract, or work, or any part thereof nor assign money due or to become due without written consent of ACES.

## **U. COMPLIANCE WITH LAWS AND REGULATIONS**

In carrying out the terms of this contract, the Contractor shall conform and comply with all current and future applicable laws, rules and regulations as may be established by the Federal Government, Interstate Commerce Commission, the Department of Labor, the Department of Motor Vehicles, and the Participating Districts. In particular, the Contractor shall be required to conform to Connecticut General Statutes Sections 14-275 through 281d and the Connecticut Regulations of State Agencies Sections 14-275c-1 through 53, with specific attention to those regulations governing the transportation of special education students as defined by C.R.S.A. sections 14-275c-26 through 35.



The RFP contract shall be governed, construed and enforceable in accordance with the laws of the State of Connecticut.

## **ARTICLE V – Responsibilities of ACES**

### **A. PAYMENTS**

ACES shall make payments to the Contractor in strict adherence to the provisions of Article VIII, as hereinafter set forth.

### **B. CHANGE IN ROUTES**

ACES may rearrange, reassign, adjust or delete routes and schedules when it is in the interest of the students and/or Participating Districts to do so. All changes in routes are to be approved by ACES. Unauthorized stops are prohibited. Drivers allowing unauthorized stops will be dealt with in a progressive disciplinary manner.

### **C. TRANSPORTATION OF A STUDENT WHO DOES NOT RESIDE IN ONE OF THE PARTICIPATING DISTRICTS**

Students who do not reside in one of the participating districts may not be transported in the same vehicles as those included by this contract without express permission of ACES.

Occasionally throughout the contract a vendor may have a preexisting route that transports students from a non-participating district to one of the outplacement sites identified in this RFP. If ACES and the vendor agree that a student from a Participating District is able to ride on said vehicle, then the cost to ACES must be mutually agreed upon.

### **D. REJECTION OF DRIVERS**

ACES may accept or reject any or all drivers at any time within the contract period, if it is deemed by ACES to be in the best interest of the Participating Districts to do so. Further, ACES reserves the right to require any operator to be physically and/or psychologically/psychiatrically examined at any time, at the sole cost of the Contractor, by a doctor of medicine and/or psychiatry/psychology selected by ACES.

In addition, ACES reserves the right to require every employee or agent of the Contractor to provide releases/authorizations to the Contractor and ACES allowing the access to and release of medical, psychiatric or counseling records, data and information including, but not limited to that of substance abuse.

## **E. DISCONTINUANCE OF VEHICLES**

ACES reserves the right to discontinue the use of any vehicle which is considered, in his sole discretion, to be unsafe, or in poor or unsatisfactory condition for the purposes of this contract.

## **F. BREACH OF CONTRACT**

ACES and the Contractor expressly agree that actual damages associated with any breach of the Contract by the Contractor will be difficult to quantify, and therefore the liquidated damages described in this subsection will be imposed for any such breach. In executing this Contract, the Contractor acknowledges that those liquidated damages described in this subsection are reasonable.

1. ACES will keep a daily record of any failures of the Contractor to meet the specifications of the Contract. A copy of the daily record will be made available to the Contractor.
2. The sum total of all liquidated damages incurred will be deducted on a monthly basis from the monthly payment. Said monthly payment is provided for in Article VIII, Section A.
  - 2.1. Each instance of a late pick up and/or delivery ("late" is defined as more than 10 minutes but less than 45 minutes after a scheduled pick up and/or delivery) of a student(s) at a designated location shall be considered one "late violation". For each late violation the Contractor may be assessed liquidation damages in the amount of \$50.00.
  - 2.2. Each instance of an early pickup and/or delivery ("early" is defined as more than 5 minutes but less than 45 minutes before a scheduled pick up and/or delivery) of a student(s) at a designated location shall be considered an "early violation". For each early violation the Contractor may be assessed liquidation damages in the amount of \$50.00.
  - 2.3. Any other failure to comply with the requirements of these Specifications, including but not limited to pickups and/or deliveries 45 minutes or more early or late, shall be "additional cause" for assessment of liquidated damages. Liquidated damages for "additional causes" will be assessed if the Contractor fails to remedy or correct any failure to comply with said Specifications immediately after telephone notification from ACES. Written notification will follow. If the Contractor does not

correct or remedy the deficiency to the satisfaction of ACES and/or Participating Districts, liquidated damages will be assessed at the discretion of ACES in the amount of \$100.00 per day for each school day after telephone notification.

2.4. In the case of failure on the part of the Contractor to execute the work as per agreement, ACES reserves the right to terminate the contract satisfying its wants through a substitute contractor, and ACES shall collect from the Contractor any difference between the cost of performance of the substitute and the Contractor as a result of such failure.

3. Exercise of the rights herein specified shall not impair or affect ACES and/or the Participating Districts right to recover damages for breach of contract, either by suit on the contract or on the bond securing it.

## **ARTICLE VI - VEHICLES**

### **A. MILEAGE LIMITATION OF VEHICLE**

No vehicle shall be used during the duration of the contract which is older than ten (10) years old.

### **B. CAPACITY**

For the purpose of this contract most routes will be covered by Type II or STV vehicles. When appropriate, yellow buses may be utilized.

### **C. SIGNS**

Each vehicle shall have a sign identifying the vehicle as transporting students, as required by appropriate State and Federal statutes.

### **D. REPORTS OF CONDITION**

Reports of inspections shall be submitted to ACES within fourteen (14) days of the date of the inspection.

### **E. TIRES**

All vehicles used shall be equipped with safety mud and snow tires on the rear driving

wheels from November 1st through April 21st of each year.

## **F. COMMUNICATION EQUIPMENT**

All vehicles are to be equipped with two-way communication equipment.

## **G. OTHER EQUIPMENT**

All vehicles used in connection with this contract must be equipped with a real time global positioning system (GPS). The contractor shall make available any data regarding the operation of a vehicle transporting students under this contract. The real time GPS system shall be supplied, installed and fully operable for the life of this contract. Any substitute vehicle will include the same system. All drivers, including substitutes, will use the system daily with ACES routes.

All vehicles, including any substitute vehicles, must be equipped with video cameras. The video cameras shall be supplied, installed and fully operable for the life of this contract. The contractor shall make available to ACES any video regarding the transportation of students under this contract upon request. Video must be kept available for a period no shorter than sixty (60) days.

## **H. IDENTIFICATION OF VEHICLES**

Reference is made to Article IV, Section K.

## **I. SUBSTITUTION OF VEHICLES**

Reference is made to Article IV, Section P.

## **J. TEMPERATURE**

The temperature of the interior of the vehicle shall be maintained at minimum average temperature of not less than fifty-five (55) degrees when occupied. Windows that are to be used for ventilation must be in working-order.

## **K. CLEANLINESS**

1. All vehicles shall be cleaned by sweeping or vacuuming daily, and shall be maintained

free of noxious odors and poisonous gases at all times.

2. All vehicles shall be thoroughly cleaned by sweeping and vacuuming, and interior washed with water mixture of detergent and disinfectant during each school vacation period. The interior and exterior surfaces of all windows shall be maintained in a clean and safe condition, weather conditions permitting. Under no conditions shall vehicles be operated when the operator's vision is impaired by conditions of the glass surface.

#### **L. PARKING OF VEHICLES**

ACES, Participating Districts, and receiving schools/programs have no provisions for providing parking. Parking is the responsibility of the Contractor.

#### **M. SMOKING AND GENERAL DRIVER CONDUCT**

Smoking, expectorating or the chewing of tobacco shall not be permitted in vehicles. The use of profane words or language shall not be permitted. Vehicle radios shall not be played outside of school buildings. Drivers shall enforce such rules. No driver shall smoke or use tobacco products while waiting for a student, whether waiting on the grounds of the student's home or on the grounds of a school/program.

#### **N. UNAUTHORIZED PASSENGERS**

No passengers are to be permitted on any vehicle while in use except school students or authorized personnel of participating districts or ACES. Exceptions thereto may be allowed, but only upon specific authorization of ACES.

### **ARTICLE VII - DRIVERS**

#### **A. AGE**

All Drivers shall be at least twenty-one (21) years of age, shall be of high moral character, shall be experienced and safe drivers, and shall be free of criminal record. ACES reserves the right to certify the employment of all Drivers who will be used in the transportation of identified students, to ensure the Contractor's compliance with all applicable State and federal laws and regulations.

## **B. PHYSICAL EXAMINATION**

Each Driver shall be physically examined once a year by Connecticut licensed physician. A certified report of the examination, containing information relative to vision, hearing ability, reflexes, condition of heart and respiratory system, shall be on file at the Contractor's office and shall be presented to ACES on request. The cost of the physical examination is to be borne by the Contractor.

## **C. DRUG TESTING**

Each driver must be drug tested in compliance with U.S. Department of Transportation, Federal Highway Administration, Motor Carrier Safety Regulations, 49 CFR 391.81 et seq. N.B. Subpart H "Controlled Substance Testing", and all related State laws and regulations. For the purposes of this contract, no driver is exempt from the testing. The cost of the drug testing is to be borne by the Contractor.

## **D. ALCOHOL AND WEAPONS**

Drivers shall not have any alcohol or weapons on the vehicle at any time.

## **E. SAFETY OF SCHOOL CHILDREN**

Each driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the vehicle unattended at any time while it is occupied.

It shall be the responsibility of each driver to assure that the safety of a student is not jeopardized during boarding and disembarking.

It is the responsibility of the bus driver to verify, and communicate to dispatch, that all students have exited the vehicle and their final run for the day is complete.

## **F. ORDER AND CONDUCT**

Each driver shall maintain order among students within the vehicle. Students disobeying instruction of the Driver shall be reported to ACES for disciplinary action according to ACES transportation policy.

## **G. COMPLAINTS**

Drivers shall report complaints by students or parents of students to their Supervisor promptly, who in turn will communicate to ACES in a timely manner.

## **H. IDENTITY**

Reference is made to Article IV, Section J.

## **I. SUBSTITUTION**

Reference is made to Article IV, Section O.

## **J. REJECTION OF DRIVERS**

Reference is made to Article V, Section D.

## **K. ACCIDENTS**

Each driver shall contact the Contractor immediately in case of any and all accidents in which the vehicle, over which he has control, is involved. Upon immediate completion of the route, said driver will make a written report to the Contractor of said accidents.

In the event the accident involves injury or death of a student, the Driver shall render assistance to any injured, notify the police and make immediate telephone report to the Contractor and ACES in addition to the written report described above.

## **L. TRAINING**

The Vendor will conduct training programs with the drivers, at no additional expense to ACES. Such training may include:

1. Acquainting them with the proper procedures to follow in case of: brake failure; vehicle stalling; how to react to skids; an accident; driver and student rules and regulations; first aid; EpiPen use, and how to care for special needs of students.
2. Drivers and substitute drivers are also required to attend additional training provided by ACES staff at no cost to the Vendor. This training will be limited to assisting the driver to meet the special needs of the students being transported.

3. On occasion, ACES may require the driver to attend additional workshops should a special need of an individual student being transported require it.

#### **M. FLUENCY**

The driver shall be sufficiently fluent in English to be able to communicate about a student or vehicle emergency.

#### **N. SCHEDULING OF DRIVERS**

To the maximum extent possible, the same driver will be scheduled to drive both the morning and afternoon runs of a particular route.

#### **O. COMMUNICATION OF ABSENCES**

If a student is absent, the driver should notify their administrative office who will then notify ACES that same day.

#### **P. COMPLETION OF APPROPRIATE BACKGROUND CHECKS AND FINGERPRINTING FORMS**

The Contractor shall ensure that their driver(s) complete appropriate background checks and fingerprinting forms.

### **ARTICLE VIII- PAYMENT**

#### **A. MONTHLY INCREMENTS**

Receipt of monthly invoice from the Contractor should be received by ACES no later than 10 business days from the end of the month that is to be billed.

Payment shall be made in monthly installments by ACES, in arrears, commencing in October 2018. After receipt of the monthly invoice from the Contractor, ACES shall remit payment to the Contractor on a net 30-day basis.

#### **B. WITHHOLDING OF PAYMENT**

Whenever failure to comply with the contract is in question, "liquidated damages" as



defined in Article V, Section E.2., will be withheld until there is mutual agreement or other legal resolution on the failure to comply.

### **C. QUALIFIED ATTENDANT/ MONITOR**

All student transportation vehicles in this service will be assigned a transportation aide by ACES, additional aides will be assigned as needed. ACES will train and supply all necessary aides for student and transportation safety.

### **D. SCHOOL CANCELLATIONS**

No payment shall be made for routes not operated during inclement weather, or for any other cause for which schools are closed by the decision of the respective sending school district or receiving school. If for any reason, any route fails to operate on scheduled days, no payment shall be made for that route.

### **E. SINGLE RIDER**

If a student is a single rider on a vehicle and the vehicle does not go to the student's house because the vendor has been notified that the child will not require transportation, then there will be no charge for the run.

## **ARTICLE IX - GENERAL**

### **A. CUSTODY OF STUDENTS**

The Contractor and Driver shall be deemed to have custody over students. The custodial responsibility for the physical safety of a student shall commence:

1. At the initial pick-up at the student's dwelling or other structure, at the point in time when the student leaves the door of the dwelling or structure until the student is safely arrives at the confines and received by a staff member of the educational or training facility.
2. At pick-up from the educational or training facility for the return home to the dwelling, from the point in time when the student leaves the door of the educational or training facility building until the student returns and re-enters the interior of said student's dwelling.

3. Drivers must not leave a vehicle unattended when children are in the vehicle. In an emergency, the driver's first concern must be for the children.
4. It is recognized that at times, as part of a student's IEP, a goal might be in the area of independence. In this situation discussions will take place between appropriate staff from the contractor, ACES personnel, the receiving school/program staff and Participating District staff regarding drop-off at school and/or home.

## **B. NO EXPRESS OR IMPLIED WARRANTIES BY ACES**

Notwithstanding anything to the contrary contained in these documents, it is understood and agreed by and between the Contractor and ACES that:

1. No information or data provided by ACES herein or in relation to this Proposal/Contract for transportation services shall be considered to be representative, warranted or guaranteed to be exact or accurate, (i.e. ACES does not guarantee continuation of any or all routes or schedules, or that new students will not be added to the routes, schedules, etc). The Contractor acknowledges that it is responsible for determining the accuracy of any estimate or information provided by ACES which it uses to formulate its quote and acknowledges that it has had the opportunity to investigate same. In fact, the Contractor agrees that it has not substantially relied on or assumed the accuracy thereof but has instead undertaken its own inquiry and/or investigation to consider evaluate and determine any and all facts or factors necessary or convenient for it to submit a valid and binding Proposal/Contract for transportation services.
2. The Contractor warrants that it is experienced and knowledgeable in developing and preparing such a Proposal/Contract and that it is experienced and knowledgeable and equipped to provide such transportation services. The Contractor, understanding that any information and/or estimates provided by ACES on behalf of the participating districts relating to this Proposal/Contract for transportation services do not constitute a representation, guarantee or warranty of accuracy, agrees that failure to secure and investigate the accuracy of such estimates and information relied upon thereby in making its quote shall in no way relieve Contractor from any obligation in respect to its quote and, if awarded the Contract, Contractor agrees that it shall execute said Contract and be bound thereby. The Contractor agrees to and hereby releases ACES and the Collaborative of any and all claims, demands, suits, causes of action, arbitration or disputes whatsoever arising out of or relating to such estimates and/or information.

### **C. FAILURE TO PERFORM**

If the Contractor is unable to furnish transportation for any given day, the Contractor shall reimburse ACES for all actual costs required for furnishing alternative transportation as billed to or paid for by ACES. In the event that ACES exercises its right to make other transportation arrangements, and someone suffers personal injury or property damage as a result in any way arising from such alternate arrangements, the Contractor agrees to indemnify hold harmless and defend ACES, its officers, boards, committees and employees and Participating Districts from any and all loss, damage cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission, or default on the part of the person and/or entity providing said alternate transportation or on the part of ACES in making said alternate arrangements, the Contractor will pay promptly all costs and expenses of the investigation and defense thereof, including without limitation attorney's fees and expense.

### **D. TERMINATION BY ACES**

In case of failure on the part of the Contractor to execute the work as per agreement, as determined in the sole and absolute discretion of ACES, ACES reserves the right in its sole discretion to terminate the contract, satisfying its wants through another Contractor. ACES shall thereupon collect from the Contractor any difference in price as a result of such failure on the part of the Contractor.

ACES may terminate a contract by giving two weeks written notice.

### **E. WHERE A CONFLICT OR AMBIGUITY EXISTS CONTRACTOR HAS BURDEN TO PERFORM PURSUANT TO ACES' OPTION**

Notwithstanding anything to the contrary contained in these specifications, Contract or related materials it is understood and agreed by the Contractor that if there is any conflict between or ambiguity created among the terms of the Contract, any provisions of State law or regulation promulgated there under, or any regulation interpretation or option selected or discretion implemented by ACES then unless preemption under State law applies, ACES will have the right and option to select the option/alternative which is the more onerous and imposes more obligation/responsibility on the Contractor without any increase in Contract price or right to claim adjustments by the Contractor.

## **F. CONTRACTOR'S EXPRESS WARRANTIES REGARDING PERSONNEL**

As a specific condition and requirement of the prospective Contractor to quote for and be qualified to be awarded the Contract, the Contractor agrees to provide, warrant and represent that, before the date of provision of transportation services that for all of its employees, agents, servants or personnel, hereinafter "Personnel", having any actual or potential contract or involvement with the Students it:

1. has no Personnel who have either been convicted of any offense involving violence or assault on any person, (including but not limited to any assault battery, abuse, sexual misuse or abuse, lewd and lascivious conduct, indecent acts, assault battery or similar offense, domestic abuse or violence), or controlled substance or drug abuse related offense. The above described as used, herein, shall not be limited to actual conviction but shall also mean and include probation, plea bargain, alternative sentence or plea, or non-criminal disposition which arose from or out of a charge or complaint of any of the above or similar offenses. All said personnel of the Contractor shall sign releases and authorizations for the Contractor and School Department to seek and obtain any information related to and involving the above.
2. will coordinate and conduct a drug testing program as described in Article VII, Section C.
3. will obtain releases and authorizations for all said Personnel extending both to the Contractor and ACES which shall allow inquiry into and release of the records and information for:
  - 3.1. Federal Probation, National Sex Offender, and Criminal Offender Record Check.
  - 3.2. Federal Bureau of Investigation inter-state and inter-jurisdictional probation and criminal offender records.
  - 3.3. Connecticut Department of Children and Families (DCF) check.
  - 3.4. Medical, psychiatric, psychological and counseling related data and records.
  - 3.5. Drug testing results.

## **G. REQUIRED EXPERIENCE**

The Contractor shall demonstrate that it has successfully provided student transportation for at least three (3) years for school districts or other educational institutions. Experience may include prior experience as an owner or principal operator of a company other than the prospective contractor/vendor.

**H. CONTRACTOR'S REFERENCES SHALL BE PROVIDED**

The Contractor shall provide ACES with the name, address, telephone number and responsible agent of all school districts/ institutions for which the Contractor has provided student transportation services, within the last three (3) years, so that ACES may obtain and review all relevant reference data in its decision making process towards the awarding of the Contract. By providing a quote and list of references, the prospective Vendor/Contractor warrants that the list is complete and by tendering its quote and providing the above list of references, the prospective Vendor/Contractor thereby authorizes and releases ACES and the above previously serviced municipality/institution to openly and fully discuss the municipality's/institution's evaluations, opinions or perceptions of Vendor/Contractor 's prior performance and reputation, and by said quote tender and list of municipalities/institutions said Vendor/Contractor does thereby agree to release indemnify and hold harmless both ACES and the said municipalities/institutions and their agents of and from any and all liability, both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations or opinions relating to the said Vendor/Contractor or its agents, officers or employees. In the context of this quote the term Vendor and or Contractor shall mean and include any and all other corporations or entities in which any of the prospective vendor/contractors' Corporate Officers, Directors, Shareholders, Principal Administrative or Operating Personnel or owners were previously involved or associated with.

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## QUOTE FOR STUDENT TRANSPORTATION SERVICES

July 1, 2018\_ June 30, 2019 \_

**TO: Chief of Marketing & Outreach, ACES**

A quote, based upon terms set forth in "Specifications for Special Education Student Transportation Services", is hereby submitted.

### **REGIONALIZED SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES:**

#### **1. GRID/MATRIX of OUT OF DISTRICT SITES and CURRENT RIDERSHIP**

**Attachment A** is a matrix/grid of the anticipated runs to out of district schools/programs that students are currently attending, including school times, addresses, number of students per run, and towns of origin. Runs requiring an additional aide assigned to a specific student are noted.

Above information is confidential information and should be treated as such.

It is the vendor's responsibility to review the data and indicate a daily roundtrip route price for the full contract year, included in this RFP. It is expected that the price quoted will assume the expectation of maximum ridership, which is to include one aide per vehicle unless otherwise specified, to safely transport students within the sixty (60) minute time limit noted in the Connecticut Special Education Regulations. Please notice wheelchair cars are indicated by a red asterisk. (\*)

Students residing in various Participating Districts are encouraged to be combined on a run and schools/programs may also be combined on a route as long as the sixty (60) minute time frame is adhered to. It is also noted that certain students may not be able to be on the same vehicle due to age and or disability.

Each route will be awarded individually. Contractor(s) shall perform such awarded service only upon designation by ACES on behalf of Participating Districts based upon its needs.

## **2. QUOTE SHEETS**

**Attachment B, Quote Sheets for Out of District Routes:** Contractor will record quotes for daily transportation to and from school for one (1) year. Please notice wheelchair cars are indicated by a red asterisk. (\*) Under certain circumstance, a student is required to ride alone without other students, due to multiple personal needs of that student. Please include these routes in Attachment B. Contractor will record quotes for daily transportation to and from school for one year for these indicated routes.

## **3. OPTION CONTRACT**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned agrees to perform pursuant to the afore described terms any remaining term of the contract should the original contractor be other than the undersigned and if said original contractor is found by ACES to be in breach of the contract. Said performance shall begin upon a written notification given at least five (5) school days in advance of ACES' election to exercise this option.

## **4. OTHER REQUIRED INFORMATION**

The prospective vendor shall provide ACES with the name, address, telephone number and responsible agent of all municipalities/ institutions for which the Contractor has provided student transportation services within the last three (3) years, so that ACES may obtain and review all relevant reference data in its decision making process towards the awarding of the Contract. By providing a quote and list of references, the prospective vendor warrants that the list is complete and by tendering its quote and providing the above list of references, the prospective vendor/contractor hereby authorizes and releases both ACES and the above previously serviced school/institution to openly and fully discuss the school's/institution's evaluations, opinions or perceptions of prospective vendors prior performance and reputation, and by said quote tender and list of municipalities/institutions said contractor/vendor does thereby agree to release indemnify and hold harmless both ACES and the said programs/institutions and their agents of and from any and all liability, both at law and in equity, which might arise or be claimed to arise from the providing of information, data, evaluations or opinions relating to the said prospective vendor/contractor or its agents, officers or employees. In the context of this quote the term vendor or contractor shall mean and include any and all other corporations or entities in which any of the prospective vendor/contractors Corporate Officers, Directors, Shareholders, Principal Administrative or Operating Personnel or owners were previously involved or associated with.

The undersigned certifies under penalties of perjury that this quote is made and submitted

in good faith without fraud or collusion with any other person (note: the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals); that he/it has informed himself/itself fully in regard to the Transportation Contract Specifications and has made his/its own examination and estimates from same in making this quote.

The undersigned understands that ACES reserves the right to reject any and all quotes as may be determined to be in the best interest of ACES and/or Participating Districts. ACES also reserves the right to reject any and all unbalanced route priced quotes.



The undersigned further offers the following information as evidence of his qualifications to perform the work as quotes upon according to the requirements as set forth in the Transportation Contract Specifications. **(PLEASE ANSWER ALL QUESTIONS)**

1. Number of years in business as student transportation contractor:

2. List present and past contracts for school transportation:

Town or School	Years	Amount of Contract

3. Please describe the manner in which you intend to provide vehicles including, but not limited to answering the following questions: (attach additional sheet if necessary).

- a. Will you own/lease your own vehicles \_\_\_\_\_
- b. Do you currently have the vehicles available? \_\_\_\_\_
- c. How many vehicles do you currently own/lease? \_\_\_\_\_
- d. How many vehicles do you expect to have in operation for this contract? \_\_\_\_\_
- e. *All vehicles must be in compliance with Article VI of the Specifications.*

4. Attach a list demonstrating previous experience as described in Article IX, Section G of Specifications.

5. Attach a list of references as described in Article IX, Section H of the Specifications.

6. Attach a copy of your drug testing policies/procedures

7. Attach a copy of your safety/training program.

The undersigned agrees to furnish Special Education Transportation Services to ACES and in accordance with the terms, conditions and specifications contained in the Requests for Qualifications/Proposals and the Specifications for Special Education Student Transportation Services.

The undersigned agrees to furnish Student Transportation Services to ACES in accordance with the terms, conditions and specifications contained in the RFQ/P documents.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Company Officer: \_\_\_\_\_

Name & Title of Signatory: \_\_\_\_\_

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

Our certified, treasurer's, or cashier's check drawn on a responsible bank, or bond from a Surety Company licensed by the State of Connecticut payable to the ACES in the amount of five (5) percent of the annualized (180 days) costs of the routes being quoted is attached thereto.

**QUOTE SUBMITTAL FORM - CHECK LIST**

\_\_\_\_\_ Quote Forms

\_\_\_\_\_ Demonstrated Previous Experience

\_\_\_\_\_ Reference List

\_\_\_\_\_ Safety and/or Training Program

\_\_\_\_\_ Drug Testing, Policies and Procedures

\_\_\_\_\_ Bond

## **ATTACHMENTS/APPENDIX**

**A.** Grid/Matrix of Regional Runs to out of district receiving schools/programs with current school times, current number of attending students from Participating Districts for each run, and towns of origin for those students, alphabetized by receiving school/program.

**B.** Grid/Matrix of Ride Alone Runs to out of district receiving schools/programs with current school times and town of origin for each student, alphabetized by receiving school/program.

**C.** Quote Sheets for Out of District Routes with gray cells to fill in specific vendor quotes. Notice Wheelchair requests are separated from non-wheelchair quotes. Quote Sheet for Out of District "Required" Single Rides with gray cells to fill in specific vendor quotes.

**D.** Connecticut State Department of Education Laws and Regulations re: Special Education Regulations.