



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2019-54

Out of District Special Needs Student Transportation Services
Fairfield Public Schools

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____, 2019.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr/Ms) Name and Title, Printed

Signature

Phone Fax

E-mail

First Selectman

Director of Purchasing
05/09/2019

Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00AM, Thursday, the 30th of May, 2019

To supply labor, materials, equipment and all else necessary, to provide out of district student transportation services for the Town of Fairfield, as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2019-54" on the outside of the envelope, including all outer packaging, such as, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor shall the bid proposal contain any plastic inserts or pages.

REQUEST FOR BID
SPECIAL NEEDS STUDENT TRANSPORTATION
BID # 2019-54



FAIRFIELD PUBLIC SCHOOLS
FAIRFIELD, CONNECTICUT

Release Date: May, 9, 2019
Questions Until: 11:00 am May 16, 2019
Due Date: 11:00am, Thursday, May 30, 2019

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00AM, Thursday, May 30, 2019

To supply labor, materials, equipment and all else necessary, to provide out-of-district student transportation services for the Town of Fairfield, as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all required information must return all pages and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2019-54" on the outside of the envelope, including all outer packaging, such as, FedEx, UPS, etc.
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INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Board of Education (BOE) is seeking competitive bids from licensed and qualified contractors to provide out-of-district transportation services for multiple student routes, per the following specifications.

TERM / RENEWAL OF CONTRACT

The Contract shall provide for certain out-of-district transportation services during the 2019 summer and the 2019-2020 school year. The Town of Fairfield/Board of Education and the Contractor may agree to renew the Contract, in whole or in part, for one, two, three or four successive annual terms, based on the same terms and conditions (except as detailed herein and with the applicable escalator rate). The Town of Fairfield/Board of Education reserves the right to initiate new routes to out-of-district site(s) listed in the Bid Documents during the term of the contract, or any extension thereof, at the rates as submitted in the Bid and/or discontinue routes during the term of the Contract, or any extension thereof.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Fairfield, Purchasing Department
Attention: Gerald J. Foley, Director of Purchasing
725 Old Post Road, Fairfield, CT 06824
GFoley@Fairfieldct.org

NOTE: Written requests for information will not be accepted after 11:00am on May 16, 2019.

Response will be in the form of an addendum that will be posted approximately May 22nd, 2019 at close of business to the Purchasing Department website: www.fairfieldct.org/purchasing

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

BID REQUIREMENTS

1. Bidders are to complete all required information and must return all pages with their bid.
2. Each Bidder must fill out the "Bid Form" in the form of Exhibit A.
3. All Bid Prices quoted by Bidders in the Pricing Forms (Exhibit B) must be firm prices for a period of ninety (90) days from bid opening.
4. All Bidders must read and fill out the reference check form attached as Exhibit C. The Bidder, by submitting a Bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference List without obtaining any other consent from the Bidder.
5. All Bidders must read and execute the Non-Discrimination Statement, using the form attached as Exhibit D.
6. All Bidders must disclose all pending and threatened litigation in which such Bidder is named (either suing or being sued), using the form attached as Exhibit E.
7. Each Bidder must declare that this Bid is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Bid or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit F, attached hereto and made a part hereof.
8. All Bidders shall show evidence to the Board of satisfactory financial and moral responsibility to perform the Contract throughout the term of the Contract.
9. Each Bidder shall provide to the District ownership information. The Bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
10. Each Bidder shall provide a list of key management personnel and their resumes. Each Bidder shall describe each key manager's experience with student transportation. The successful Bidder shall, prior to the execution of the Contract, provide the name of the contact person required in the Contract and the names of supervisors who will manage the daily transportation operations for the Board, including regular and emergency phone numbers to contact the Contractor.
11. Each Bidder shall provide detail on the Bidder's programs and efforts to secure a competent driver force to meet the needs of the District.

12. In compliance with the Immigration and Control Act (1986) each employee of the Contractor must be able to provide proof of Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility, upon request by the Town/Board of Education.
13. Each Bidder shall include a statement of its requirements for operators of vehicles which are in addition to any requirements enumerated in federal, state or local law, rules or regulations.
14. Each Bidder shall include a statement/description relative to its safety program, as well as any specialized training for new and experienced drivers and bus monitors; accident reduction programs, vehicle maintenance and inspection programs; computerized fleet maintenance, and management and routing systems.
15. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
16. The transportation services requested in these Bid Documents include all vehicles, vehicle operators, equipment and services required to complete the transportation services, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and the bid prices shall be “all-inclusive.”
17. Prior to submitting a proposal, the Board of Education strongly advises prospective bidders to familiarize themselves with all requirements, locations, travel distances and traffic conditions.
18. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, as shall be determined by the Town/Board of Education.
19. Bid proposals are not to be submitted with plastic binders or covers, nor shall the bid proposal contain any plastic inserts or pages.
20. The Town of Fairfield/Fairfield Board of Education is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize Bids for review. All bid pages should be secured with a binder clip, staple or elastic band, and may not be submitted in plastic binders or covers, nor may the Bid contain any plastic inserts or pages.
21. Exceptions: Bidders are required to provide full details of any exceptions to the specifications. Details must be submitted separately and attached to the proposal page.
22. All questions regarding bid specifications will be addressed by the Town/Board of Education via posted addenda on the Town’s purchasing website (www.fairfieldct.org/purchasing.) It is each Bidder’s sole responsibility to monitor the website for any addenda.
23. The successful Bidder shall execute a Contract (the “Contract”) including the Bid Specifications attached hereto and made a part hereof. Each Bidder should be thoroughly familiar with all the terms, conditions and provisions of the Bid documents. The Contract may contain such other further additional provisions that the District deems necessary.

24. Each Bidder is responsible for ensuring that it obtains the information it requires to make a responsible bid that allows it to execute the Contract if it is awarded the Contract.
25. The successful Bidder shall be required to comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the successful Bidder to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any transportation manual or other rules, regulations and policies which the District might publish.
26. The District may make such investigation as deemed necessary to determine the ability of a Bidder to discharge the Contract, if awarded. The Bidder shall furnish the District with all such information and data as may be required for this purpose.
27. After the opening of the bids, one or more Bidders may be asked to provide additional information, to meet with the District to discuss their bid, or to address such other issues as deemed important by the District.
28. The District also reserves the right to interview and negotiate with one or more Bidders after the bids are opened and to modify the final Contract based upon negotiations with bidders.
29. The District reserves the right to reject any bid if the Bidder fails to satisfactorily convince the District that it is properly qualified by experience and/or does not have the equipment, facilities and/or personnel to carry out the transportation services called for herein.
30. The District reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all bids, in whole or in part, and to waive any informalities, non-material deficiencies or procedural irregularities in any Bid submission as determined by the Board of Education/District, in its discretion, to be in the best interest of the Board of education/District and the Town of Fairfield. No bid will be accepted or opened that is not submitted in compliance with the requirements of the Bid Documents.
31. The Town of Fairfield/Board of Education reserves the right to award the bid on an item-by-item basis to bidders based on lowest price, comparable equipment, special services or experience, broadest range of services and/or responsive work schedule; or any combination of these criteria. The Board of Education also reserves the right to terminate any route destination as deemed necessary.
32. Not all routes must be awarded at one given time. Each route will be awarded as necessary to meet demand as students become available throughout the school year. The lowest responsible bidder meeting all requirements will be awarded the individual route contract(s). Routes may be started after the first year at the stipulated rates, plus any applicable cost inflator. In a situation where a particular student resides outside Fairfield and travels to another district (i.e. resides in Cromwell and travels to Wallingford), the Board of Education shall have the option to contract with the lowest responsible bidder who has submitted pricing to a comparable destination (equal distance/time), contingent on whether the contractor is willing to operate in that particular area.
33. The Contractor shall be required to submit all licenses and certifications as deemed necessary by the Town of Fairfield/Board of Education, prior to commencing the Contract.
34. No contract may be assigned or transferred without the written consent of the Purchasing Authority. Any proposal submitted by a bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted, that is, brokered contracts will not be permitted.

COMBINING OF SERVICES

The Town of Fairfield/Board of Education is interested in reducing transportation costs for the Board of Education/District and other districts by combining services where available. The Board of Education/District will allow prospective bidders to offer proposals combined with other districts if they have formal approval from BOTH districts. The purpose of this option is to help reduce costs. If student(s) are not compatible with the combined services they would revert to dedicated transportation. Please provide the percentage (%) discount per student if students from one or more other districts are transported in the same vehicle. This discount would apply to the overall cost of the trip. *(For example only – if a trip is quoted at \$200 to FPS, and if a student from another district is added to the run and the Contractor quotes a discount of 40% per student, the cost to FPS would be reduced to \$120 per student (\$200 less 40%). If students from two districts are added to a run, the cost would be reduced to \$80.)* Board of Education/District students may only be combined with other students with the expressed advanced approval of the District.

BID SPECIFICATIONS
SPECIAL EDUCATION TRANSPORTATION

1. TERM

- A. The contract shall provide services for the 2019-2020 summer and school year. The Town of Fairfield/Board of Education and the Contractor may agree to renew the contract, in whole or in part, for one, two, three or four successive annual terms, based on the same terms and conditions except as detailed herein with the applicable escalator rate.

2. SCOPE OF WORK

- A. The Contractor agrees that it will transport Students (as hereinafter defined) to and from those schools identified in the Bid Documents and Exhibit A to the Contract, which are made a part hereof, and any schools identified in any Appendix to the Contract (all, collectively, the “Schools” and each, individually, a “School”) at such days, times, routes, and stops designated and approved by the Board. The Schools are subject to amendment by the Board.

The transportation routes are to be developed by Contractor subject to District approval. The merging of students from other districts is subject to District prior approval. The Contractor shall provide the District with detailed route data in a timely fashion including but not limited to: vehicle description; vehicle number; route description and times; mileage; driver and aide details as required by the District and the State.

Any destination route may be suspended or terminated without penalty incurred to the Town/District/Board where caused by illness, relocation or graduation, conflicts with other students, or determinations of need as solely determined by the District.

Due to certain student requirements, any route may be cancelled or delayed with 24 hours’ notice to the Contractor, without costs incurred to the District. Cancellations may be weather dependent due to snow and ice, etc. Contractor is required to notify the District within 24 hours if a student, who is scheduled to be transported, fails to show or require services for any reason. The District has the sole right to determine if the Contractor should continue to attempt to transport the student. No payment will be made to the Contractor if the District determines that services are not required, either temporarily or permanently.

The Town of Fairfield is interested in reducing transportation costs for the District and other districts by combining services where available. The District will allow prospective bidders to offer proposals combined with other districts if they have formal approval from BOTH districts. The purpose of this option is to help reduce costs. If student(s) are not compatible with the combined services they shall revert to dedicated transportation.

- B. This Contract concerns SPECIAL EDUCATION TRANSPORTATION, and there is a requirement of door-to-door service, between the home and school and return. The “Standard of Care” for this type of transportation service should be of a high order because of the special needs of the students transported.
- C. The Contractor shall furnish Transportation Services (as hereinafter defined) to transport all students attending the Schools (all, collectively, the “Students” and each, individually, a “Student”) to and from the Schools and any other requested out-of-district special education, which Transportation Services shall include, without limitation, personnel, supervisors, Vehicles (as described in more detail in Section 4), Vehicle Operators (as hereinafter defined), fuel, equipment, maintenance services and other services required to provide such Transportation Services.
- Attendance may vary from 8:00AM through 4:00PM, Monday through Friday, for both summer school and regular school programs. Not all students will necessarily attend school on a daily basis (i.e. attendance may be required for one, two, three or four days per week). Certain students may attend summer school and/or regular school programs throughout the year.
- D. There shall be 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.
- F. SUBJECT ONLY TO THE REQUIREMENT THAT THE SAFETY OF CHILDREN AND OTHERS IS OF PARAMOUNT IMPORTANCE, ON-TIME PERFORMANCE IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.
- G. The Contractor shall provide a qualified and experienced contact person (the “Contact Person”) who will be responsible for the general overall supervision and execution of the Transportation Services required by this Contract. The Contact Person shall be available or accessible at all times during the times that Vehicles are operating to receive inquires and instructions from the Board or its agent.
- H. The Contractor shall provide to the Board a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs.
- I. The days the Transportation Services required under this Contract shall be performed by the Contractor for the Board are described in Exhibit B. The Board shall provide school calendars setting forth the days Schools are open to Contractor during each year of this Contract. The Contractor shall also provide summer school transportation related to the route described in Exhibit B, as may be requested by the Board prior to the start of each summer.

The Contractor shall provide the Transportation Services hereunder on every day that each School is in session. When some Schools are closed for any reason (including “Acts of God”), Transportation Services are to be performed on such other days as the Board declares.

The Board will, at the daily rate set forth in Exhibit B attached hereto and made a part hereof (the “Daily Rate”), pay for any Transportation Services hereunder actually performed by the Contractor for the Schools that are open on days that are not official school days, provided, however, there will be no incremental costs, or additional fees, charged over and above the Daily Rate.

The Contractor shall also provide Transportation Services for early dismissals or late openings of any and all Schools serviced under this Contract.

- J. Each Vehicle Operator shall know his or her assigned route, including all stops, prior to the start of the school year. Each Vehicle Operator shall drive through their entire route prior to the start of the school year. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the Students, and the Contractor shall advise the Board of the same.

The Contractor shall have any new or substitute driver drive through the route prior to performing the route with Students. The cost of any trial runs shall be borne by the Contractor and will not be billed to the Board.

- K. The Contractor will be required to consult with the Board, during times of inclement weather, about road conditions, and the potential of School closings. The Contractor shall be responsible for providing the regularly scheduled Vehicles in the event that Schools are closed early during any school day due to weather conditions or other emergency conditions.
- L. During the term of this Contract, the Board may modify routes and/or the numbers of Students and Schools.
- M. The Board may request the provision of Services for routes in addition to those included in the Contract at the start of the Contract term. Prior to additional routes being assigned to the Contractor during the term of the Contract and the Contractor agreeing to perform such additional routes, the Board and the Contractor shall agree on the cost of Services for such additional routes.
- N. Contractor must have in place a system to monitor bus attendance which can provide to the Board regular reports which can be used for the purposes of Medicaid reporting requirements.

- O. The Board expects the following of the Contractor:
1. to meet the needs of the children of the community,
 2. to provide highly skilled drivers,
 3. to have a reputation of working hard to create and maintain an enviable safety record,
 4. to keep their equipment in excellent condition,
 5. to work with the school administration to improve services but not necessarily increase cost,
 6. to understand the relationship between the quality of service and its interdependency with parent relations,
 7. to, at all times, work in an effective and professional manner,
 8. to communicate effectively with the Board,
 9. to maintain accurate records for vehicle maintenance, accident and billing information.
- P. The Board reserves the right at its sole discretion to allow the transportation of students other than the students of the Board to be transported on the contracted vehicle.
- Q. The Board reserves the right to use other contractors for all other transportation services of the Board. The Board reserves for itself and/or with other vendors the right to transport, in and out of district, any or all special education pupils.
- R. The term “Transportation Services” and “Services” shall mean all, collectively, (i) any and all services set forth in this Article 2, (ii) the transportation services to be performed under this Contract, (iii) other services required or necessary for the proper performance of the Contractor’s work under this Contract and (iv) the services described in the bid documents issued by the Board. The terms and condition of the RFP and the Bid Documents are deemed a part of and incorporated into the Contract and the Contractor’s representations and warranties of the RFP are deemed incorporated into and made in the Contract. To the extent of conflict between the terms and conditions of the Contract and RFP, the terms and conditions of the Contract control and prevail.

3. PAYMENT AND COMPENSATION

- A. Based upon the amounts set forth in Exhibit B attached hereto and made a part hereof (“Exhibit B”), payments for properly performed Services rendered shall be made upon receipt of a properly itemized invoice. The amount paid may be adjusted as described in Exhibit B. The services shall be invoiced based on Services actually rendered in the prior month. Payment will be tendered within thirty (30) days of receipt of invoice. All invoices for Services rendered must be submitted within thirty (30) days of the end of the prior month. Delayed billing is not acceptable and will not be honored by the Board.

The Board will not pay for any services that have not been provided. No payment

will be made for vehicles that are scheduled to operate but that fail to provide Services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the Board to be under the control of the Contractor. The Board shall have the right to terminate the Contract where the Contractor has failed to meet its obligations under the Contract.

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

- B. The parties agree that other than the compensation set forth in the Contract, no other compensation shall be due and owing to the Contractor by the Board for the Services, which Services are deemed to include, without limitation, the costs associated with the following: the Vehicles (including mileage), Vehicle Operators, maintenance of Vehicles, labor, materials, equipment, permits and licenses, fuel, and other facilities necessary to provide the Services.
- C. Out-of-district students are placed in schools outside of Fairfield based on student need. The number of Students on a vehicle may vary. School start and end times vary but will be established before the beginning of school. Routes and passengers may change during the year based on student need. Compensation will only be provided for services required by the Board and properly delivered by the Contractor.
- D. There is a mutual understanding by the parties hereto, for the need to meet all requirements related to the Services, including, without limitation, timeliness as well as operating within the financial constraints that may result from limited funding. To this end, the Contractor agrees to work closely with the Board's staff to create the highest level of efficiency while maintaining performance standards.

4. VEHICLES

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

- A. The Contractor shall provide sufficient vehicles to provide the services set forth herein. The number of vehicles actually used for the performance of Services hereunder may be increased or decreased, as the needs of the Board change. Vehicles will be furnished in such number as deemed necessary by the Board for the transportation of Students.

The Contractor shall be responsible for providing any additional vehicles that may be determined by the Board. The Board may decrease the number of Vehicles being used.

Vehicle capacities required include: sedans (5 passengers); mini-van (7 passengers); wheelchair (20 passenger vehicle designed to accommodate 1 to 4 wheelchairs with flexible floor plans and a wheelchair lift).

- B. All Vehicles and other equipment shall be in compliance with all laws, rules, regulations, and policies of Federal, State, and Local governments pertaining to Vehicles. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations, and policies.

All Vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

All Vehicles will have an age that does not exceed six (6) years.

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

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

- I. The Vehicles and any and all records concerning such Vehicles shall be subject to inspection by the Board at such times and locations and in such manner and by such qualified persons as the Board may designate.
- J. All Vehicles must be equipped with a two-way radio, or comparable communication device (i.e., cell phone) with a range that covers the entire transportation area to ensure constant contact between Contractor and Vehicle Operators. The Contractor shall provide the radio frequencies (or phone numbers) to the Board, and the Board reserves the right to monitor radio communications.

All communications must be operated consistent with all applicable regulations and laws.

- K. Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the District. All Vehicles must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- L. Vehicles must be equipped with a minimum of two (2) cameras. All cameras must be tested prior to each AM and PM run to ensure that they are fully operational, and the Contractor shall have back-up equipment available to replace any inoperable camera. Additionally, camera output must be stored and available to the Board for at least 30 days. All camera use and video viewing shall be consistent with the policies and procedures as established by the District and the terms of this Contract. Camera access is critically important to the Board, and any deviation from these requirements will result in non-payment for the runs for the period of time that the camera system does not meet these requirements, and the Board reserves the right to terminate any service contracts.
- M. The Contractor must maintain Vehicles in compliance with all Federal, State, and Local laws, rules, and regulations.

Vehicle maintenance should be scheduled, as much as possible, for non-school days or hours in order to minimize the use of any spare vehicles. Consistency in vehicle and personnel assignments is of paramount importance in the delivery of services under this Contract.

- N. The Contractor must provide the Board, on request, copies of Vehicle maintenance records. The Contractor shall establish a daily inspection program of all Vehicles and related equipment, and shall keep written records showing such inspections, as required by law, so that the Board or their authorized agents

may, at any time, request the written record of the inspections made by the Contractor.

- O. The Contractor shall be responsible for obtaining a parking lot for the Vehicles and for the security and safety of the Vehicles, and any lot, all at its sole expense.
- P. The Contractor shall allow the Board, or its duly authorized agents, to inspect any and all Vehicles, and their operation, at reasonable times, by: (i) riding the same as a passenger; (ii) by having them mechanically inspected; or (iii) by using any other reasonable means. The Contractor shall assist the Board and such agents in effecting said inspections, and shall provide the Board with access to the Vehicles for inspection purposes.
- Q. The Board or any authorized agent may, with written notice, require Contractor to discontinue the use of any Vehicle which the Board judges to be hazardous, mechanically defective, or subject to frequent breakdown or delays. The Contractor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.
- R. Where a harness is specified for a particular student(s) this shall be provided by the Contractor, unless otherwise indicated in the bid document. The incremental cost for a harness, if any, should be provided on the price sheet.
- S. The Contractor shall provide all fuel for the Vehicles. All routes and vehicles must be bid with Contractor-provided fuel. The District will not be providing fuel.

5. PERSONNEL

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

- A. The Contractor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements, the Board reserves the right to review all personnel records of personnel used in the performance of the Services. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all Federal, State, and Local laws, rules, and regulations.

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

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

The Contractor is required to submit a photocopy of the public service license, public service permit and/or commercial drivers' license of all drivers and spares before any driver is allowed to transport Fairfield children.

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

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

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

- E. The Contractor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state, and local laws, rules and regulations, to ensure continued state certification of all Vehicle Operators. Vehicle Operators who do not meet the minimum training requirements each year per state statute, shall not be permitted to provide Services.

- F. The Board or its authorized agents, may approve or disapprove, prior to and during employment, a Vehicle Operator or an aide. Notification shall be made by the Board to the Contractor of such Vehicle Operator or aide, or Vehicle Operators or aide, who are considered unsatisfactory by the Board. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract, and such aides shall not provide services under this Contract and shall be immediately removed from providing Services, upon notification from the Board.

The Board also reserves the right to directly employ certain bus aides, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

- G. The Contractor shall ensure, at its own expense, that all individuals performing activities or have contact with children under the Contract meet all legal and regulatory requirements and qualifying criteria for holding and fulfilling the

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

The Contractor shall, at its own expense, perform national and state criminal record checks on drivers, aides, monitors, and any other person assigned to perform services or have contact with children pursuant to the Contract, whether or not required by law or regulation, which checks shall meet or exceed the requirements for bus drivers under federal and Connecticut law and regulations. Contractor shall also, at its own expense, perform CT Department of Children and Families Registry checks and CT Department of Emergency Services & Public Protection (DESPP) Sex Offender Registry checks on drivers, aides, monitors, and any other person assigned to perform services or have contact with children pursuant to the Contract. In the case of prospective employees who have lived in another state during the past five years, the Contractor shall perform child welfare agency and sexual offender registry checks in each state of prior residence during said five year period. Evidence that all records checks required by this Paragraph or otherwise required by law or regulation have been completed for any individual assigned to perform services or have contact with children under the Contract shall be provided to the Board prior to the commencement of any services and/or any contact with children by the individual.

- H. The Contractor shall comply with all Federal, State, and Local laws, rules, and regulations regarding drug and alcohol testing. Proof of compliance shall be available to the Board upon request.

- I. Consistent with Fairfield Board of Education policy, no alcoholic beverages or illegal intoxicants may be brought to, or consumed upon the District’s premises, School property, or in any Vehicle, by any employee or agent of the Contractor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator, be under the influence of or impaired by, any alcoholic beverages, drugs, or prescription drugs. Additionally, consistent with Board policy, no smoking, including the use of vaporizing devices (i.e., “vaping”) is allowed on the Vehicles, or on School property, by Contractor’s employees and agents or Vehicle Operators.
- J. The Vehicle Operator is responsible to see that all Students are seated and remain seated, while the Vehicle is in operation and that Vehicles are fully stopped before discharging or picking up students.
- K. The Vehicle Operator may not operate a Vehicle at excessive speed and no vehicles may be backed up on school grounds unless a Board-designated adult is behind the bus and directing the Vehicle Operator.
- L. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services, the right to ride in the Vehicle. Conversely, the Vehicle Operator is responsible for limiting passengers to those eligible to ride and shall not operate a Vehicle in excess of rated capacity.
- M. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the Board, nor shall a Vehicle Operator remove a Student from a Vehicle providing Services, hereunder before reaching the Student’s intended destination, except in the case of an emergency.
- N. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Operator must immediately notify the Contact Person who will immediately notify the Board.
- O. The Vehicle Operator shall not conduct personal business while performing Services, including, without limitation, the use of a cell phone, or texting, or similar device, including head phones, or ear buds, or making unauthorized stops.
- P. Upon request, the Contractor shall provide aides, as deemed necessary by the Board. Vehicle Operators will be expected to assist aides to enforce reasonable discipline on the Vehicle.
- Q. The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- R. All aides must be prepared to assist a disabled pupil in entering and leaving the

vehicle. While this is not to be construed as requiring aides to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting disabled pupils to enter and leave buses. In addition, vehicle operators must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

6. STUDENTS

- A. Contractor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off, including using a child check system. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. Vehicle Operators must remain on the bus at all times when Students are aboard, unless relieved by authorized personnel.
- B. Only individuals specifically designated or authorized by the Board and/or the Contractor, will be allowed to ride the Vehicles. Vehicle Operators are responsible for limiting passengers to those eligible to ride and shall not operate a bus in excess of rated capacity.
- C. The Board hereby delegates to the Contractor the necessary authority to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the Board. The Contractor and its employees are responsible for being familiar with relevant board policies. Such authorization shall not, however, include the right to administer corporal punishment, or the right to remove any Student from the Vehicle before it reaches its destination, or otherwise under circumstances, which may or are likely to result in injury or danger to any Student. The Vehicle Operator shall help enforce such policies and shall report on the Student Discipline Form to the appropriate Principal the names and circumstances of Students who violate such rules and cannot be managed by the Vehicle Operator. If a meeting is required to deal with any discipline issue, the Contractor shall make the Vehicle Operator available for said meeting.
- D. The Contractor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle and is clear of the roadway at the designated place.
- E. In the event of disciplinary infractions by Students on Vehicles, which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, inform the Contact Person via radio (or cell phone) of the foregoing, and not proceed until discipline is voluntarily restored. The Vehicle Operator shall report all such occurrences to the Contractor, and the Contractor shall notify the School the student attends for action. However, under no

condition shall a Student be “put off” a Vehicle for any reason while it is in transit, and thereby exposed to the hazards of walking, either on the way to School, or on the way home, as punishment by the Vehicle Operator. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior.

- F. The Contractor agrees that in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the Board.

7. INDEMNIFICATION

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

8. LAWS AND BOARD POLICIES

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

9. STUDENT DATA PRIVACY

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

10. COMPLAINTS

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

11. ACCIDENTS AND BREAKDOWNS

Any accident involving a Student or the Services shall be reported orally to the emergency number(s) provided by the Board IMMEDIATELY. The Vehicle Operator shall immediately notify the Contractor and the Contractor shall immediately send a replacement Vehicle and notify the Board. The Contractor shall (i) prepare a written report of any such event and deliver it to the Board as soon as possible and not later than twenty-four (24) hours after such event; and (ii) provide the Board with a copy of the police report issued for such event as soon as such report is available.

12. INSURANCE

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

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

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A - or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

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

- a) The following insurance is required to be maintained in full force until all work required by the contract has been fully completed. Insurance will be primary and non/contributory with a 30-day notice of cancellation in favor of Fairfield School District (FPS District), Fairfield School District Board of Education (BOE), Town of Fairfield (Town) and any of their officers, agents, officials, employees, volunteers, boards and commissions.
- b) Fairfield School District, Fairfield School District Board of Education, Town of Fairfield and any of their public officials, agents and employees must be included as additional insureds on all policies except Worker's Compensation.
- c) A waiver of subrogation in favor of Fairfield School District, Fairfield School District Board of Education, Town of Fairfield and any of their public officials, agents and employees must be included on all policies

The following insurance requirements must be maintained in force by Contractor expense:

(i)

Commercial General Liability:

Bodily Injury and Property Damage - \$1,000,000 per occurrence/\$2,000,000 aggregate

Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury

Automobile Insurance:

Combined single limit of \$1,000,000 and CA9948 endorsement or equivalent

Workers Compensation and Employers Liability:

Covering all employees and meeting the requirements of Connecticut law.

Umbrella or Excess Liability

\$5,000,000 per occurrence/aggregate. Such coverage must be follow form over Automobile Liability, General Liability, and Worker's Compensation.

Sexual Misconduct & Molestation

Limits of at least \$1,000,000, must include per claim and additional insured endorsement naming Fairfield School District, Fairfield School District Board of Education, Town of Fairfield and any of their public officials, agents, employees and volunteers.

Unemployment Insurance

Coverage covering all employees consistent with the requirements of Connecticut laws.

- d) The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above.
- e) Any deductible or self-insured retention must be declared to and approved by the District. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.
- f) The Contractor shall hold harmless, defend and indemnify the Town / BOE / FPS District from all claims for damages, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the Town / BOE / FPS District by third parties, employees of the Town / BOE / FPS District, or employees of the Contractor.
- g) The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Contractor's liability to the Town / BOE / FPS District by virtue of this promise to indemnify and hold the Town / BOE / FPS District harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Contractor, the Contractor shall be liable to the Town / BOE / FPS

District for the difference, plus all fees and expenses incurred in collecting same, all at the Contractor's sole cost.

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

13. PERFORMANCE BOND

- A. The Contractor shall furnish, upon request, to the Board, a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the Board, assuring the faithful performance of the Contract. The Bond shall be equal to 100% of each year's estimated Contract price, as reviewed and agreed upon by Board. The Contractor must send such Performance Bond to the Board prior to the commencement of each school year, unless such requirement is waived by the Board in writing. Each such Performance Bond shall be furnished by a surety company acceptable to the Board and licensed and authorized to do business in the State of Connecticut. If the Board requests a Performance Bond, the Bond shall be provided at the rate set forth on Exhibit B.
- B. Failure to deliver the Performance Bond upon request shall be considered a default under this Contract.

14. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board, (i) has failed to provide the level of required Services; (ii) has failed to fulfill Services required in accordance with agreed schedules; (iii) has become insolvent; (iv) makes an assignment for the benefit of creditors; (v) files a voluntary petition in bankruptcy; (vi) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (vii) abandons the Services; (viii) subcontracts, assigns, transfers, conveys, or otherwise disposes of its obligations under the Contract other than as provided herein; (ix) fails to provide the insurance required under Section 12; (x) fails to provide the Performance Bond required under Section 13; or (xi) fails to comply with any

other term or condition contained in the Contract, then the Board shall have the remedies described in this Section.

- B. If any item in subsection (A) above occurs, the Board shall have the right to terminate the Contract upon written notice to the Contractor.
- C. If any item in subsection (A) (i), (ii) or (xi) occurs and relates to a certain route, the Board may remove such route from the Contract and assign it to another transportation service provider.
- D. The above remedies are in addition to any other remedies the Board may have.
- E. In the event of Contract termination by the Board, the payment obligations under the Contract shall cease as of the last date on which Services were properly performed by the Contractor.
- F. Upon termination of this Contract pursuant to this Article, the Contractor (and its surety) will be responsible for all of the Board's expenses, losses, and damages incurred in replacing Contractor for the remainder of the term of the Contract. The Contractor and/or surety company will be responsible to secure comparable alternate transportation for the Board. If after 48 hours, comparable transportation has not been arranged, the full amount of the Performance Bond or 100% of the annual cost will be paid to the Board.
- G. In the event of Contract termination by the Board and the necessity to bid or otherwise negotiate a new contract for Transportation Services with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase(s) in costs for Transportation Services, for the duration of the term of the original Contract.
- H. The Contract shall be contingent upon appropriation by the City of Fairfield of funds sufficient to meet the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Boards are not received, or if anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).

15. INDEPENDENT CONTRACTOR

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

16. ASSIGNMENT

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

17. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

18. MISCELLANEOUS

- A. The Board is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). The Board is entitled to receive a copy of records and files related to the performance of the transportation Services, and such records and files are subject to FOIA and may be disclosed by the Board pursuant FOIA.
- B. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect, and the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
- C. This Contract and all Exhibits attached hereto, constitute the full and complete agreement of the parties hereto, and shall be binding upon their respective permitted successors and assigns.
- D. This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Connecticut.
- E. No amendment, change, waiver, or discharge hereof, shall be valid unless in writing and signed by both parties.
- F. No failure by the Board to insist upon the strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy, consequent upon a default thereof, shall constitute a waiver of such default, and shall not be deemed to be a waiver of a subsequent default of such term, covenant, or condition.

EXHIBIT A

BID FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the transportation services, hereby proposes and agrees to fully perform the transportation services within the time stated and in strict accordance with the Bid Documents, including furnishing any and all labor, vehicles, personnel, equipment and materials, paying all applicable taxes and holding all required insurance for the rates identified in this Bid response.

I understand that the Board reserves the right to change, delete, add, or otherwise modify such transportation services, and the Bidder must be prepared for, able to conform and agree that such described transportation services will be provided under the Contract.

The prices included in this Bid response are based on a per day per Vehicle basis, unless noted otherwise.

I have received and have become familiar with the following documents:

1. Bid Document #2019-54, with Exhibits
2. Any and all addenda related to the above-referenced Bid Document, which are posted at www.fairfieldct.org/purchasing and have based this Bid response on the provisions of the same.

Signed: _____

Bidder's Name

By: _____

Name

Title

Street

City/State

Zip

Date

EXHIBIT B

PRICING

All pricing submitted shall be per vehicle from Town/District to the locations as shown on the pricing chart located at the end of this document. All stated prices are for a round trip. Contractor is requested to provide a rate per hour and a rate per mile for new locations that may arise during the term of the Contract. Prior to implementing a new location, the District and the Contractor will agree on run times and mileages based on the bid rates submitted. A Contractor will be provided an opportunity to decline. Address locations can be obtained from the Connecticut State Dept of Education, Bureau of Special Education website at: http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Special/Priv_SpEd_Progs.pdf

As used in the Bid documents, the term “round trip” shall refer to transportation from residence to school destination and return to place of residence, on the same day. Requested pricing to all locations is based on round trip transportation. I understand that, in the event that an unusual circumstance results in travel in only one direction (to or from location), the fee charged to the District would be one-half of the stipulated daily round trip rate.

Prior to submitting proposal costs, the Town of Fairfield strongly advises prospective bidders to familiarize themselves with all routes and location addresses, including vehicle requirements to meet each student’s needs.

Conform Yes _____ No _____

Costs submitted per round trip must include administration, mileage, fuel, driver, including travel time to-and- from each destination, and all other specified equipment required to perform the transportation services.

Conform Yes _____ No _____

Any proposal submitted by a bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted, that is, brokered contracts will not be permitted.

Conform Yes _____ No _____

All insurance and indemnification requirements as stated herein shall be provided as part of this contract. Proof of such insurance must be received by the Town of Fairfield, prior to commencement of contract.

Conform Yes _____ No _____

Name _____ Title _____

Company _____

Signature _____ Date _____

Contractor Name _____

TOWN	SCHOOL	SEDAN/MINIVAN		
		ROUND TRIP PER VEHICLE	INCREMENTAL CHARGE PER AIDE	DISCOUNT % FOR EACH NON-FPS STUDENT
Bethlehem	Arch Bridge School			
Bridgeport	Center of Progressive Ed.			
Bristol	Oak Hill			
Cheshire	Webb			
Cromwell	Adelbrook (ABDS)			
Easton	Speech Academy			
Fairfield	St. Catherine			
Greenwich	Eagle Hill			
Hamden	ACES			
Hamden	Cedarhurst			
Hamden	Children Ctr.			
Hamden	Lorraine D. Foster			
Hamden	Whitney Hall			
Hartford	Futures			
Hartford	Webb			
Madison	Grove			
Meriden	Meloria Academy			
Middletown	Northwest Vill. / Wheeler Clinic			
Middletown	Adelbrook			
Milford	Foundation			
Milford	Charles F. Hayden			
Milford	Cedarhurst			
Milford, Bpt. Ave.	Milestones Behavioral Services			
Milford, Wolfe Harbor	Milestones Behavioral Services			
Milford	Woodhouse Academy			
New Haven	Chapel Haven			
North Haven	ACES			
North Haven	Elizabeth Ives			
Northford	ACES			
Norwalk	High Road			
Orange	Hope Academy			
Orange	The Foundation			
Orange, Boston Post	Milestones Behavioral Services			
Southport	The Southport School			
Stamford	Spire / Pinnacle			
Stamford	Villa Maria			

- Continued Next Page -

Contractor Name _____

TOWN	SCHOOL	SEDAN/MINIVAN		
		ROUND TRIP PER VEHICLE	INCREMENTAL CHARGE PER AIDE	DISCOUNT % FOR EACH NON-FPS STUDENT
Trumbull	Cooperative Ed. Services			
Trumbull	St. Vincent's Spec. Needs			
Wallingford	Benhaven Academy			
Wallingford	High Road			
Wethersfield	Soundbridge (CREC)			
Westport	Westport Day School			
W. Hartford	Amer. School for the Deaf			
W. Hartford	Ben Bronz Academy			
W. Hartford	Intensive Ed. Academy			
W. Hartford	The Gengras Center			
W. Hartford	PACES			

- Continued Next page -

Pricing (Continued)

Contractor Name: _____

Additional cost of harness (ea) for duration of contract (if necessary).	Small	Medium	Large	Extra Large
	\$	\$	\$	\$

Certain locations where wheelchair vehicle may be required. Incremental daily rate.

% Increase on base rate for Wheelchair Vehicle	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	%	%	%	%	%

Incremental Charge Per Aide	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	\$	\$	\$	\$	\$

New Location	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Rate Per Hour:	\$	\$	\$	\$	\$
Rate Per Mile:	\$	\$	\$	\$	\$

Escalator Rates	2020-2021	2021-2022	2022-2023	2023-2024
<i>% Increase in each per VEHICLE round trip rate for fiscal years shown:</i>	%	%	%	%

Contractor Name: _____

Authorized Signer Name: _____

Title: _____

Signature _____

Date _____

EXHIBIT C

REFERENCES

Provide reference details regarding previous or existing contracts performed:

REFERENCE #1: Phone _____
Name of District _____ Cell _____
Contact Person _____ Fax _____
District Address _____ Email _____
Dates of Service _____

REFERENCE #2: Phone _____
Name of District _____ Cell _____
Contact Person _____ Fax _____
District Address _____ Email _____
Dates of Service _____

REFERENCE #3: Phone _____
Name of District _____ Cell _____
Contact Person _____ Fax _____
District Address _____ Email _____
Dates of Service _____

REFERENCE #4: Phone _____
Name of District _____ Cell _____
Contact Person _____ Fax _____
District Address _____ Email _____
Dates of Service _____

EXHIBIT D

NON-DISCRIMINATION

The Fairfield Board of Education (the "Board") is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, veteran status or gender identity or expression or any other category protected by law in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of federal and state equal employment opportunity and civil rights statutes.

Signature

By (Name/Title of Company Officer)

Street Address

City/State

Telephone Number

Date

EXHIBIT E

PENDING OR THREATENED LITIGATION

For cases pending, please provide the following information for each matter:

1. Parties (suing or being sued)

2. Docket Number and Court

3. Brief Description and Status

4. Likely Outcome

(Attach additional sheets, if necessary.)

EXHIBIT F

NON-COLLUSION STATEMENT

The undersigned hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed: _____

Title: _____

By: _____
Name

_____ Title

_____ Street

_____ City/State Zip

_____ Date

STATE OF CONNECTICUT :
: ss
COUNTY OF _____:

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

Notary Public

**PURCHASING AUTHORITY TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2019-54” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to: Gerald J. Foley, Director of Purchasing: GFoley@Fairfieldct.org

Inquiries must reference date of bid opening, Bid number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to provide services at prices quoted in their original bid.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications. The submission of a proposal shall be construed as evidence that the Contractor is familiar with all requirements, rules, regulations, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. The Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

PERFORMANCE BOND

The successful bidders, within seven (7) business days after notification of award, will be required to furnish Performance Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.

2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

INSURANCE

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

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield and Board of Education, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town / BOE.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998. Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A. No exemption certificates are required and none will be issued.