



**PRESTON PUBLIC SCHOOLS**  
Pupil Transportation

Request for Proposal  
Conversion of School District Operations  
November 5, 2015



**PRESTON PUBLIC SCHOOLS  
325 Shetucket Turnpike  
Preston, Connecticut 06365-9756**

### **NOTICE TO PROPOSERS**

The Preston Board of Education (also referred to as Preston Public Schools or the District) hereby invites the submission of sealed proposals from qualified bus transportation companies for converting its district owned pupil transportation system to a contracted service beginning July 1, 2016. Important dates are as follows:

**Pre-Bid Meeting (mandatory)  
Vehicle and Facility Inspections  
RFP Opening**

Tuesday, October 13, 2015 at 11:00 AM  
By appointment  
Thursday, November 5, 2015 at 1:00 PM

The District is requesting proposals for the provision of regular home-to-school public student transportation services, out-of-town special education service and extra-curricular service. The contract will be for a five (5) year term, beginning July 1, 2016,

Forms for proposals, certification, conditions, specifications, and any addenda may be obtained on line at [www.prestonschools.org](http://www.prestonschools.org) or at the Preston Board of Education's Business Office 325 Shetucket Turnpike, Preston, CT 06365 where proposals will be received until 1:00 PM on November 5, 2015 and at which time and place publicly opened and read aloud. Interested proposers are required to attend a mandatory pre-bid conference that will be held on Tuesday, October 13, 2015 at 11:00 AM at the Preston Veterans Memorial School, 325 Shetucket Turnpike, Preston, Connecticut.

Proposer should include a bid bond or certified check in the amount of \$15,000 to be held in safekeeping serving as security until the contract has been awarded to the successful contractor. Proposals must remain firm for a period of 120 days following the date of the opening, and shall thereafter remain firm until the proposer provides written notice to the Preston Public Schools that the proposal has been withdrawn.

Any deviations from these conditions or specifications must be highlighted clearly in a cover letter. In all cases not indicated by the Proposer as a deviation, it is understood that the conditions and specifications of the Preston Public Schools shall apply.

The Preston Public Schools reserve the right to consider cost, experience, and service in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Proposer, in considering Proposals and awarding the contract. The Preston Public Schools reserves the right to waive technical defects in proposals, to reject any or all proposals, and to make such awards, that in

its judgment will be in the best interest of the Board even if such proposal is not the lowest cost proposal. The Preston Public Schools reserves the right to reject any or all Proposals, to discuss the scope of services with one or more Proposers, and to make such modifications as are necessary based on such discussions as the Board of Education deems to be in its best interest.

PRESTON BOARD OF EDUCATION  
PRESTON, CONNECTICUT

## **INSTRUCTIONS TO PROPOSERS**

1. Inspect carefully all general and special provisions of this document.
2. Be sure to sign in all required places, and initial each page where indicated. It is the Board of Education's desire to award the contract for transportation service to one vendor with the best comprehensive proposal that meets the Board of Education's operating and financial needs. If no Proposal is being submitted on one or more of the requested proposal alternates, please so indicate in each space by entering "No Proposal" wherever a price is indicated. All spaces must be completed with either a Proposal amount or "No Proposal" designated.
3. Submit three (3) complete sets of the Proposal, All materials submitted to Preston Public Schools' Director of Finance and School Business Operations, pursuant to this Proposal with the exception of certain proprietary financial information become property of Preston Board of Education and will not be returned to the Proposer.
4. Proposals must be presented in a sealed envelope and addressed as follows:

Preston Board of Education  
Director of Finance and School Business Operations  
325 Shetucket Turnpike  
Preston, CT 06365

5. Proposals will remain firm for a period of 120 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to Preston Public Schools' Director of Finance and School Business Operations that the Proposal has been withdrawn.
6. Proposer must furnish, a bid bond or certified check in the amount of \$15,000. Proposer must also submit proof of the ability to furnish a performance bond in an amount equal to one hundred percent (100%) of the annual contract cost.
7. Proposals will be received until 1:00 PM, November 5, 2015 at Preston Public Schools, Business Office, 325 Shetucket Turnpike, Preston, CT 06365 at which time and place all proposals will be publicly opened.

8. The Board of Education will reject any late submissions, and is not responsible for notifying the Proposer of any missing elements of the proposal. Proposers are also encouraged to include additional information about their services or company that will assist the Board of Education in the review of proposals and awarding of contracts.

## **PROPOSAL PROCEDURES AND REQUIREMENTS**

All proposals must be submitted in accordance with forms provided with this document. All Proposals must include the required information as detailed in these documents.

1. Where so indicated by the makeup of the Bid Form, sums shall be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer, and must be clear and readable. Preston Public Schools reserves the right to interpret figures where lack of clarity of submission requires such action.
2. Except where specifically noted otherwise, all requested alternates will have a proposal submitted.
3. A Proposal shall include the legal name of Proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Proposer to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Proposer must be authorized to do business in the State of Connecticut, or be eligible to do so and submit evidence of authorization in other similar states if requested by the Board.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the Board for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information

4. Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide safe and efficient transportation services as required pursuant to this Request for Proposal. Upon request of the Director of Finance and School Business Operations, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to meet with the District to discuss their proposal, or to address such other issues as deemed important by the District and/or the Business Manager.
5. Submissions with Proposals:
  - a) Proposers will provide, along with the completed proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Connecticut school districts which they have served during the past three years. In lieu of organizational experience, staff experience must be demonstrated.

- b) The Proposer must provide proof, along with the completed proposal package, that it can provide the required insurance coverage as outlined in these proposal documents. This proof can be in the form of a certificate of insurance naming the Preston Board of Education and the Town of Preston as additional insureds, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract.
  - c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a Performance Bond for the performance of the Contract(s) that may be awarded in conjunction with this proposal. The Performance Bond must be submitted on an annual basis. Failure to renew the bond for each succeeding contract year shall be a material breach by the Contractor, which shall permit the Board to terminate the contract in addition to any other rights provided under the terms of this specification.
- 6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of proposal.
  - 7. Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague Proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
  - 8. All proposals received after the time stated in the Notice of Proposers will not be considered and the Board will be returned unopened.

**PROPOSER’S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS**

- 1. Under penalty of perjury the Proposer certifies that:
  - a) The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendors of services, materials, supplies, or equipment of the type described in the Request for Proposals, and
  - b) The contents of the proposal have not been communicated by the Proposer, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith prior to the official opening of the proposal.
- 2. Qualifications of Proposers: The work and services described in these proposal documents include the performance of activities directly affecting the safety of the students served by the District and the public generally. The Board may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract, and the Proposer shall furnish the Board with all such information for this purpose as the Board may request.

- i. Proposer must include a reference list, setting out the names of all Connecticut districts in which they have operated in the past three years.
- ii. A detailed description of the Proposer's driver recruitment program, including specific efforts that will be used to recruit qualified personnel in Preston must be provided.
- iii. Included in the qualifications of the Proposer is to be a brief resume summarizing the experience and qualifications of the local management who will be directly responsible for the performance of this contract. If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).
- iv. The Proposer should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs.
- v. A list of terminated contracts over the last three years in Connecticut, except those contracts lost as a result of the proposal process.

Proposers may be asked to provide, if they are being considered for a contract award, the following financial information.

- i. Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant.
- ii. Information identifying any pending, threatened and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the Proposer.

## **INTERPRETATION OF PROPOSAL DOCUMENTS**

Questions can be submitted by email only to [spangi@prestonschools.org](mailto:spangi@prestonschools.org) on or before Wednesday October 28, 2015. Answers will be posted on the district web site. Any supplemental instructions or addendum will also be posted on the district web site. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her proposal submitted. .

## **AWARD**

### 1. Award Timeline

The Preston Public Schools will endeavor to make an award within one hundred and twenty (120) days after the date of the proposal opening, and all Proposals shall remain firm during that time period.

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

### 2. Transportation Program

The Contract will be awarded for a period of five (5) years, 2016-17 through 2020-21 and includes regular home to school public school transportation, special education out-of-district and extra-curricular services.

The program described herein covers various aspects of the transportation program operated by the District. A description of current in-house services is included in Appendix "A".

### 3. Home-to-School (Public) Transportation

The District is requesting Proposals based on the Contractor provision of fuel. Proposers are asked to submit an alternate for the District provision of fuel.

Late bus runs are required from the Middle School and Elementary school combined twice a week. In addition we require a late bus from Norwich Free Academy three days in a week. The District is requesting prices based on per run charge per day.

### 4. Activity/Athletic Trips

The District is requesting pricing for Activity and Athletic trips based upon a rate per waiting hour, a rate per mile and a minimum per trip.

The District is also requesting pricing for intra-district trips (trips between schools in Town) on a per trip basis. These trips are usually less than 30 minutes in duration.

### **AWARD OF CONTRACT**

Each Proposal will be received with the understanding that its acceptance, in writing, by the Board of Education, to furnish any or all of the items described shall constitute the terms of a Contract between the successful Proposer and the School District.

It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Proposer shall be an action that will be considered a contract assignment under this provision.

It is the District's intention to award a contract to one Contractor.

### **GUARANTEES BY THE CONTRACTOR**

The District may at any time during the contract term, by a written order, require the performance of such extra work or changes in the work as it may find necessary or desirable. Prior to May 1<sup>st</sup> of each year the District will notify the contractor of the number of buses for the upcoming school year needs to change.

The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.

The Contractor shall warrant and guarantee:

The Contractor is financially solvent and the Contractor is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and the Board.

That it will comply with all State and Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that the Contractor will comply with the Drug and Alcohol Testing Policy of the Board.

The Contractor will comply with any and all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the Board.

That in the performance of this contract, Contractor is an independent contractor, the Board being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Board.

## **PAYMENTS**

The acceptance by the Contractor of the last payment of the contract term shall be and hereby is a release to the Board of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Board and others relating to or arising out of this work.

Any Contract(s) awarded hereunder shall be contingent upon appropriation by the Town of Preston of funds sufficient to meet with the Board's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds deemed necessary by the Board are not received, or if any anticipated revenues of the Board from Federal and State sources are reduced, the Board reserves the right to cancel the Contract(s) upon ninety (90) calendar days written notice without further liability to the Contractor(s).

Payments for services rendered under the provisions of this Contract shall be made upon receipt of an itemized invoice. Board and Contractor shall meet prior to the start of service under this Contract to develop an invoice form and supporting detail to meet the needs of the Board. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of services already rendered. Invoices will be paid by the District in a timely manner.

No payment will be made for buses 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 parties agree that mileage for all vehicles is included in the Contract price.

No charge will be allowed for federal, state, or municipal sales and excise taxes since the Board is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.

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

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

## **FORCE MAJEURE**

The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or any other acts not within the control of the Contractor, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.

## **SPECIFICATIONS**

### **SCOPE**

These specifications are intended to provide school bus services for the transportation of students in the Preston Public Schools for the 2016-2017 through the 2020-21 school years. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Proposed. In that regard, all Proposers are invited to review, among other things, the routing schedules used in the 2015-16 school year which are on file with the District and available on the website: [www.prestonschools.org](http://www.prestonschools.org).

The Preston school year for students is 184 days.

The Contractor agrees that it will transport to and from the Preston Public Schools and other institutions as designated by the Board such persons as may be designated by the Board, and at such days, times and hours as designated by the Board, and will make such stops and travel along such routes as are designated by the Board. The Contractor shall furnish such transportation services including personnel, supervision, vehicles, drivers, equipment, and other services required to transport all Students to and from the Preston Public Schools and other designated institutions. The District may hire other contractors in the event the Contractor is unable to provide certain out-of-district special education or extracurricular service

## **BID SECURITY**

Proposer will be required to furnish, at its own expense, a bid bond or certified check in the amount of \$15,000. The bid bond or certified check will be held in safekeeping as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or Proposal bond shall be retained for use of the Board as liquidated damages on account of such default. For unsuccessful bidders the bond or check will be returned.

## **INDEMNIFICATION**

The Contractor shall defend, indemnify and hold the Board, the Town of Preston and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against the Board, the Town of Preston or its officers, employees or agents in

connection with the performance of Contractor, its employees, agents or personnel or breach of the obligations of Contractor, its employees, agents or personnel under this Contract.

## **INSURANCE**

### Compliance with Insurance Requirements:

- 1 Enclosed with the Proposal the Proposer must include a letter from an insurance broker stating that the insurance requirements specified in this document will be met or exceeded. The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or better.
- 2 The following Minimum insurance must be maintained in force:
  - a) A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

An additional insured endorsement is preferred. The endorsement must name the Preston Board of Education and the Town of Preston.
  - b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate to apply per location and/or per project. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury.
  - c) \$10,000,000 umbrella or excess liability coverage.
  - d) Workers Compensation and Employers Liability covering all employees and meeting the requirements of Connecticut law. A waiver of subrogation in favor of the Preston Board of Education and the Town of Preston must be included.
  - e) Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.
  - f) Sexual Misconduct and Corporal Punishment insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Preston Board of Education and the Town of Preston. This can be either a separate policy or as an endorsement to the General Liability.
    - i. Said policy or policies shall be primary to any policies of insurance available to the Board and must contain thirty (30) days prior notice to the Board of Education of cancellation, reduction or content change.

The Contractor shall name the Board and the Town of Preston as unrestricted additional insureds on the Contractor's insurance policies, in the form of a policy endorsement, with the exception of Workers Compensation. The policy naming the Board and the Town of Preston as additional insureds shall state

that the Contractor's coverage shall be primary coverage for the Board and Town, their respective agents, employees, and volunteers. The Contractor shall provide the Board with a Certificate of Insurance no later than August 1<sup>st</sup> of each year showing evidence of coverage as required above.

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

## **TERM**

The term of the Contract shall be for a five (5) year period, beginning July 1, 2016, and ending June 30, 2021.

## **OPERATIONS AND CONTRACTOR'S RESPONSIBILITIES**

### Human Resources

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

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor. The Contractor further agrees that the School District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any manager, supervisor, dispatcher or bus driver from the Preston school bus operations.

Current Preston school transportation employees will receive a hiring preference from the Contractor in the form of an offer to employ provided they meet all federal and state licensing requirements and successfully complete a pre-employment drug and alcohol screen and criminal background check.

## **TERMINAL MANAGEMENT**

A Bus Dispatcher will be provided by the Contractor hereunder. This person, who shall be an employee of the Contractor, will not be a regularly scheduled route driver and must have experience managing a similar sized school bus fleet. The Bus Dispatcher or a Manager must be located at the transportation facility located in Preston and available from at least 5:45 a.m. to 5:00 p.m. or while buses are out of the yard when school is in session.

All employees of the Contractor will be drug and alcohol tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations. The Contractor will submit proof of drug and alcohol testing upon request to the Preston Public Schools for each employee prior to such persons driving buses for the Board in its transportation system.

The Contractor shall submit to the District no later than 14 days prior to the beginning of each Contract year a list of the names, addresses and Connecticut driver's license numbers of all regular and substitute drivers employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date.

The Contractor shall at all times have stand-by drivers for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract.

The Contractor shall be responsible for providing employee mandated training, including but not limited to blood borne pathogen exposure control training.

Emergency evacuation drills for students must be held twice annually as prescribed in Connecticut state law. The applicable regulations of this State or the law.

The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads.

The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No children from Pre-Kindergarten to Grade 1 are to be released unless a parent is in attendance. If there is no one to meet the child, or if the parent has not given permission to be with a sibling, the child is to be kept on the bus and dispatch is to be notified immediately.

Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus.

Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.

Students in grades Pre-K, K and First grade will not be released from a bus unless a parent is there in attendance.

The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements. In particular, if there are any strikes by drivers, Contractor will be solely responsible for providing qualified alternate drivers and/or transportation services.

The Contractor shall, at the request of the Board, perform criminal record checks on drivers, as described in the Connecticut General Statutes, and the results of all such criminal records checks shall be reported to the Board.

The Board reserves the right to place monitors and/or aides on any vehicle it deems necessary. These monitors and/or aides will be provided by the Board.

## **CONVEYANCE OF DISTRICT EQUIPMENT**

- a. Bid submission requires an amount for purchasing the district HTS fleet of school transportation buses, a Type II minibus and STVs.
- b. Fleet is defined as those vehicles owned by the district on November 1, 2015 and delineated in Vehicle Inventory.
- c. The Base Bid requires one lump sum payment on or before October 1, 2016.

Payment Alternate B.            50% paid in month 13  
   50% paid in month 25

Payment Alternate C.            25% each on July 1<sup>st</sup> of Years 1 through 4

## **VEHICLE AGE REQUIREMENT**

2016-17	Year 1	No vehicle model years older than 2006
2017-18	Year 2	No vehicle model years older than 2006
2018-19	Year 3	No more than 6 vehicle model years older than 2006
2019-20	Year 4	No vehicle model years older than 2016
2020-21	Year 5	No vehicle model years older than 2016

*Vehicle age requirement applies to spares.*

## **VEHICLES**

- a. It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the District. The determination on the capacity of buses will be made by the Board in consultation with the Contractor. Should the Board and Contractor disagree on the capacity of bus to be utilized, the final decision rests solely with the Board. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and current CT DMV inspection stickers and be maintained in safe and suitable condition for operation. All vehicles and other equipment shall be in compliance with all laws, rules, regulations and policies of federal, state, and local governments pertaining to school transportation vehicles.
  - b. In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have three spare vehicles located at such a place to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles.
  - c. Vehicles should be marked along each side with black decals in accordance with DMV regulations for size that read "Preston Public Schools."
  - d. Type I buses are used for Pre-K. Replacements should include drop-down seats with seat belts in the first two rows (4 seats)
2. The 2016-2017 program is operating with the following HTS buses:
    - a. 14 – Type I buses including 4 spares
    - b. 1 – Type II Wheelchair Lift
    - c. 4 - STV vans including 3 leased
  3. "Child Check Mate" (or equivalent system) on all vehicles is required.
  4. Two-way radios with band width sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor.
  5. Route numbers shall be prominently displayed on the buses, consistent with State regulations. All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the District, located in the foremost passenger windows on each side of the vehicle.
  6. All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
    - a. The district requires that the Type I buses include 8 individual integrated car seats in the first two rows to accommodate the Pre-K students. Replacements should include drop-down seats with seat belts in the first two rows (4 seats)

7. Buses transporting students must be restricted to the transportation of students and/or authorized personnel only.
8. All vehicles, must be equipped with digital cameras with audio capabilities. Cameras must be operable at all times (day and night), and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. The district is requiring five (5) cameras on Type I buses three (3) cameras on the Type II and two (2) cameras the STV vans. The Contractor shall also supply the necessary viewing equipment and/or software, at no cost to the Board. Camera output must be retained for a minimum of 30 business days or such longer periods reasonably designated by the Board.

Proposers are required to provide with their Proposal the make, model, year, fuel type and seating capacity of each vehicle to be supplied during the initial year of the Contract. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal.

Contractor must provide the Board on request copies of vehicle maintenance records. The contractor shall establish a daily inspection program of all vehicles and equipment and shall keep written records showing such inspections so that the Board or its authorized agent may, at any time, request the written record of the inspections made by the Contractor. The district is requiring inspections before every trip. Such records shall be on a form approved by the Board.

The Board or any authorized agent shall have the right to inspect in any reasonable manner, including riding the vehicles as a passenger, any and all Vehicles or equipment and their operation.

## **FACILITIES**

Contractors will utilize the Preston Board of Education maintenance and bus parking facility located behind its school at 325 Shetucket Turnpike. After facility modifications Type I buses can today be completed contained indoors. The contractor will reimburse the Board in the amount of \$18,000 per school year (\$1,500 per month). In addition the contractor will be responsible for utilities, heat, phone, and data lines. The Contractor is responsible for snow removal.

All vehicles to be used in the performance of this Contract are to be parked and stored at the Preston Board of Education's maintenance and bus parking facility. The Board of Education reserves the right at any time during the life of the contract to designate an alternate site. All vehicles must be registered in the Town of Preston. The Board reserves the right to inspect the terminal/lot periodically during the term of the Contract.

The Preston Board of Education reserves the right to utilize the site and vehicles as a shelter for evacuations.

Only vehicles being used to perform the Contract with the Preston Board of Education will be allowed onsite.

## **FUEL**

A new 3,000 gallon fuel tank was installed at the school district bus terminal in August 2015.

The District is requesting that the Proposer provide a proposal based on Contractor provided gasoline and diesel fuel. The Proposer are also asked to provide an alternate proposal for District provided fuel (Alternate A).

The Board's provision of gasoline and diesel fuel would operate under the following parameters:

1. The Board of Education will furnish the Contractor, with the diesel fuel that is necessary for the performance of the transportation services required by Preston Public School's Transportation Program. This can be procured exempt from certain taxes. District diesel fuel purchases will be deducted from monthly invoices.
2. The District reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the District's permission to utilize another vendor or source, the District will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred should the District's designated location be utilized.
3. The Contractor will be responsible for the costs associated with any fuel spills as a result of any negligence or carelessness by the Contractor's employees while fueling the buses.

### **ROUTE SCHEDULING**

1. Route scheduling will be performed by the Contractor. The District reserves the right to change any and all routes, bus stops and any other such adjustments that conditions may necessitate. Periodically, the District may request the Contractor to evaluate or revise certain routes.
2. The District or its designee reserves the right to change or designate additional bus stops when in the opinion of the District it is necessary for the safety and welfare of children. This shall be at no additional charge to the District.
3. The number of days for which transportation will be required for 2016-17 is 184 and will be governed by the actual school calendar as adopted by the Board of Education, including summer school.
4. Each bus used under this Contract will display the proper bus number, and must be identified with signs reading "Preston Public Schools".
5. The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.
6. The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the District including data including per pupil allocated costs for State year-end reporting.
7. Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. The Board reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges, except as additional buses may be required.

## **OTHER OPERATING MATTERS**

District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District. The district requires that students are not on the bus for more than forty-five (45) minutes on a given trip.

Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations.

Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. The Contractor shall provide a bus for student emergency bus evacuation drills, as well as new student bus safety indoctrination held at the Boards discretion. Such services shall be provided at no additional cost to the Board.

Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather or other emergencies, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.

Should the Board experience an emergency which requires the movement of students, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need.

### Accidents

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

### Complaints

The Contractor will investigate all complaints, keep a log of such complaints, and will report promptly any significant action taken. Annually in July such record will be provided to the District for submission to the State as required by law.

### Student Discipline Matters.

In the event of any student discipline matter involving District students, the Contractor shall immediately notify the administration at the individual school building. The Contractor shall follow the discipline operating procedures as defined by the District.

### Student Counts

Upon the request of the Board, the Contractor shall perform a student count of the number of students riding all vehicles on the day designated by the Board. A student count is required at least two times per school year.

## **DEFAULT**

If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) is subject to a Federal Tax Lien or Levy or any attachment or a judgment lien placed against the Contractor, or any buses used under this Contract are repossessed or retaken by a finance company, bank or manufacturer, or encumbered in any way such as to prevent their use for any time period; (h) abandons the work; (i) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (j) fails to provide the insurance required; (k) fails to provide the security required; or (l) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon 60-day written notice to the Contractor.

The above remedies are in addition to any other remedies the Board may have.

In the event of Contract termination by the Board pursuant to this Section, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with this Contract are last performed by the Contractor.

In the event of Contract termination by the Board pursuant to this Section and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, including reasonable attorney's fees incurred in enforcing said claim against the Contractor, as well as attorney's fees incurred in contracting with another party.

In the event that the buses contracted for herein are unavailable for service the Contractor shall be considered in default of this contract and the Board shall be free to contract with any other person or company for bus service. In addition, one-day cessation of bus services shall constitute a default of this Contract provided, however, that this provision shall be inoperative in

the event of a labor dispute or causes beyond the control of the Contractor, provided that if reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Board and the Contractor within one (1) week of the cessation of service, the Board shall have the option of terminating this Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

### **ALTERNATES**

The District has determined certain options that it would like to consider in reviewing the Proposals submitted by the Contractor. These options or alternates to the Proposal will be reviewed and their acceptance or rejection by the District will be solely at the discretion of the District.

**APPENDIX “A”  
PROGRAM DESCRIPTION**

**Description of 2015-2016 School Year**

There are 2 public schools in Preston servicing 418 students from Pre-Kindergarten to grade 8. Another 230 high school students attend Norwich Free Academy among others. In addition the district transports students to special education facilities. In total the district services 648 students.

- District operates 10 Type I buses to transport students to home-to-school runs. Under the present program, the district has a two-tier bus system. The high school on one-tier and the elementary and middle school on the other tier.
- 10 Type I buses
- 1 Type II bus
- 4 STV Vehicles
- 4 spare Type I buses
- Late buses—(1) High School / (3) combined Middle School & Elementary

The following is information about the Opening of Schools, School Hours and other information for the current school year.

**Administration Building**

325 Shetucket Turnpike  
Phone: 860-889-6098 / Fax: 860-889-8685

***Business Hours***

8:00 a.m. – 4:00 p.m.

Superintendent’s Office: Ext. 1  
Business Office: Ext. 1423



**FINANCIAL INFORMATION COMPLIANCE**

As part of the Preston Board of Education transportation Proposal, dated October 31, 2014, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District’s request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided. \_\_\_\_ Yes \_\_\_\_ No. If NO, the Proposer stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: \_\_\_\_\_

- c. Information on any bankruptcy filings has been submitted. \_\_\_\_ Yes \_\_\_\_ No. If NO, the Proposer stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: \_\_\_\_\_

- d. Information on any denials of Performance Bonds has been submitted. \_\_\_\_ Yes \_\_\_\_ No If NO, the Proposer stipulates by initialing in the following space that there are no performance bond denials to report.

Initials: \_\_\_\_\_

How long have you been in the school bus industry? \_\_\_\_\_ Years

If you do not plan to use the school district property garaging, fueling and maintaining of the buses to be used for this contract, explain your plans.

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5. If you do not plan to use the school district property garaging, fueling and maintaining of the buses to be used for this contract, explain your plans.

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6. The Proposer has provided transportation services to the following school districts within the last three (3) years:

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

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

Title: \_\_\_\_\_

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

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

**Bid Form**  
**November 5, 2015**

**Base Bid**

<b>1. <u>REGULAR HTS TRANSPORTATION</u></b>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Type I per bus/day (65 Passenger)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Type II Wheel Chair	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
STV (Van)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
 <b>2. <u>LATE RUNS</u></b>					
Cost per bus per day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
 <b>3. <u>ACTIVITY/ATHLETIC BUS TRANSPORTATION</u></b>					
Cost per hour:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Minimum per trip:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
 <b>4. <u>INTRA-DISTRICT TRIPS</u></b>					
Cost per trip:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
 <b>5. <u>FLEET OF VEHICLES</u></b>					
Purchase Price	\$ _____				

**PRE-PAYMENT DISCOUNT**

PERCENTAGE DISCOUNT APPLIED TO PRE-PAYMENT AMOUNT

- a) 50% September
- b) 50% February
- c) Reconciliation in June

DISCOUNT PER PRE-PAYMENT PERIOD: \_\_\_\_\_ %  
 September and February

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

**Bid Form**  
**November 5, 2015**

**Alternate Bid A– District Fuel**

1. <b><u>REGULAR HTS TRANSPORTATION</u></b>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Type I per bus/day (65 Passenger)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Type II Wheel Chair	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
STV (Van)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. <b><u>LATE RUNS</u></b>					
Cost per bus per day:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. <b><u>ACTIVITY/ATHLETIC BUS TRANSPORTATION</u></b>					
Cost per hour:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Minimum per trip:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. <b><u>INTRA-DISTRICT TRIPS</u></b>					
Cost per trip:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. <b>FLEET OF VEHICLES</b>					
Purchase Price	\$ _____				

**PRE-PAYMENT DISCOUNT**

PERCENTAGE DISCOUNT APPLIED TO PRE-PAYMENT AMOUNT

- a) 50% September
- b) 50% February
- c) Reconciliation in June

DISCOUNT PER PRE-PAYMENT PERIOD: \_\_\_\_\_ %  
 September and February

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

**Bid Form**  
November 5, 2015

**Alternate Bid B. – Fleet Purchase 50% Month 13/ 50% Month 25**

<u>1. Fleet of Vehicles</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
July 2017 50%		\$ _____	
July 2018 50%			\$ _____

Purchase Price \$ \_\_\_\_\_

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

**Bid Form**  
November 5, 2015

**Alternate Bid C. – Fleet Purchase 25% Years 1 - 4**

<u>1. Fleet of Vehicles</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
July 2016 25%	\$ _____			
July 2017 25%		\$ _____		
July 2018 25%			\$ _____	
July 2019 25%				\$ _____
Purchase Price	\$ _____			

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