



# **SPECIFICATION AND PROPOSAL FORMS FOR STUDENT TRANSPORTATION RFP # 23-011**

*WESTPORT PUBLIC SCHOOLS*

*December 2022*

**Specifications Release Date: 12/16/2022**

**Pre-Proposal Meeting: 1/10/2023, 10:00 am**

**Deadline for Final Questions: 1/17/2023, 5:00 pm**

**Proposal Submittal: 1/26/2023, 10:00 am**

**TOWN OF WESPORT  
WESTPORT PUBLIC SCHOOLS  
SPECIFICATIONS AND PROPOSAL FORMS STUDENT  
TRANSPORTATION SERVICES**

Proposals to be opened: 1/26/2023, 10:00 am

Town of Westport Board of Education Offices 110 Myrtle Ave Westport, CT 06880

Legal Name of Proposer's Company:		
Company Representative Name and Title:		
Legal Address:		
City:	State:	Zip:
Telephone:		
Fax:		
Email:		
Statement by Contractor as to whether Contractor is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity:		

Name of individual legally authorized to bind the Proposer to a contract (Please print or type):

\_\_\_\_\_  
Signature of same individual stipulated directly above:

\_\_\_\_\_

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

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

## **Notice To Proposers RFP # 23-011**

### **Town of Westport Board of Education 110 Myrtle Ave Westport, CT 06880**

The Westport Public Schools, Town of Westport, Connecticut hereby invites the submission of sealed proposals from qualified bus transportation companies for furnishing student transportation services in the Westport Public Schools beginning July 1, 2023. Forms for proposal, certification, conditions, specifications, and any addenda may be obtained at the Westport Public Schools website, which is <https://www.westportps.org/departments/business-office/bids>

Any deviations from these conditions or specifications must be listed on a separate sheet attached to the Proposer's detailed conditions and specifications and referred to separately in the proposals. In all cases not indicated by the Proposer as a deviation, it is understood that the conditions and specifications of the Westport Public Schools shall apply. Proposals will be received until 10:00 a.m. on 1/26/2023, at the Town of Westport, Board of Education Business Office, 110 Myrtle Ave, Westport, Connecticut 06880, at which time and place all proposals will be publicly opened. Interested Proposers are strongly encouraged to attend a pre-proposal conference which will be held on 1/10/2023, at 10:00 a.m. EST. at Westport Public Schools, 110 Myrtle Ave, Westport, Connecticut 06880.

Proposals will remain firm for a period of 90 days following the date of the opening and shall thereafter remain firm until the Proposer provides written notice to the Business Office of the Westport Public Schools that the proposal has been withdrawn.

The Westport Public Schools reserves the right to consider cost, experience, and service in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Proposer, in considering proposals and awarding the contracts. The Westport Public Schools reserves the right to waive technical defects in proposals, to reject any or all proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a proposal or part of a proposal, that in its judgment will be in the best interest of the Westport Public Schools even if such proposal is not the low-cost proposal. The Westport Public Schools also reserves the right to discuss the scope of services with one or more Proposers and to make such modifications as the Westport Public Schools, in its sole discretion, deems to be in its best interest.

The contract period will be for a five (5) year term, beginning July 1, 2023. The District is requesting proposals for the provision of a range of student transportation services including but not limited to: public school home-to-school including pre-K and extended day services; Green Farms Academy/Pierrepont School; identified special education; summer transportation; extra-curricular including field and sports trips using school buses; and "coach-style" bus services for certain field trips.

Proposer is advised that to the best of the Board's knowledge the drivers of the current contractor are represented for purposes of collective bargaining by the United Food and Commercial Workers Union, Local 371, and that a Collective Bargaining Agreement covering their wages, hours and conditions of employment may be in effect. Proposers should understand that actions taken by Proposer and/or circumstances surrounding award of this contract to the successful Proposer may under certain circumstances impose upon such successful Proposer Federal Labor Law successor obligations to recognize and/or bargain with and/or assume the existing Collective Bargaining Agreement with the United Food and Commercial Workers Union, Local 371. Accordingly, Proposers are strongly urged to consult with their own legal counsel as to the nature and extent of any such obligation and the impact of any such obligations upon their proposal.

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

TOWN OF WESTPORT  
WESTPORT PUBLIC SCHOOLS  
WESTPORT, CONNECTICUT

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

# Instructions to Proposers

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1. Inspect carefully all provisions of this document.
2. Provide all information requested, including but not limited to the “Proposal Certification” and the “Form of Proposal”. Be sure to sign in all required places and initial each page where indicated . It is the District’s desire to award the contract for transportation service to one vendor, therefore preference will be given to the best comprehensive proposal that meets the District’s operating and financial needs. If no proposal is being submitted on one or more of the requested proposal categories, please so indicate in each space by entering “No Proposal” wherever a price is indicated. All spaces must be completed with either a proposal amount or “No Proposal” designated. Do not enter zero (\$0) if “No Proposal” is being submitted as zero (\$0) is an amount that could be awarded by the District.
3. Submit an original, two copies and an electronic copy provided on a flash drive of the Proposal, including this complete document without removing any sheets. Each copy of the Proposal is to be contained in a separate three-ring binder, and each proposal shall include the printed copies of the pricing pages completed and signed by the Proposer. The official price submission of Proposer shall be the signed printed pages. **Additionally, submit a flash drive (with pricing information inserted) which contains the Excel file to be used for completion of the pricing pages.**

Each proposal must adhere to the structure outline as follows:

1. Completed, signed and initialed proposal specifications and addendums (if any).
2. Background information – Resumes; organizational chart; references; terminated contracts; Company profile; ownership information.
3. Facility –Location(s); features; maps; descriptive data; vehicle assignments if more than one location.
4. Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
5. Fleet – Fleet list (Appendix “B”) and/or dealer certifications; Maintenance Program description and forms; camera and GPS information; and vehicle feature(s).
6. Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Proposal Certification; Acknowledgement by Proposer.
7. Insurance and Bonding – Forms; letters; binders; certifications; rating information.
8. Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process; routing software and capabilities.
9. Cost – Form of Proposal for contracts; return flash drive with pricing information.
10. Miscellaneous – Any descriptive information that describes capabilities or value-added services.

All materials submitted to the District pursuant to this proposal become the property of the District and will not be returned to the Proposer. The Proposer is responsible for making its own copies of any or all parts of this document for its files.

4. Questions pertaining to these specifications may be addressed at the pre-proposal meeting to be held on 1/10/2023, at 10:00 a.m. at the Westport Public Schools, 110 Myrtle Ave, Westport, Connecticut 06880. All interested Proposers are strongly encouraged to attend as the virtual pre-proposal conference will discuss significant information. The virtual pre-proposal meeting will be held at the scheduled date and time unless road closures occur due to emergency conditions being declared. If Westport Public Schools is closed due to weather conditions, but roads remain open, the meeting will be held at the scheduled time. If the meeting is cancelled due to an emergency being declared due to road conditions, the revised meeting date will be posted on the District’s website.
5. Proposals must be presented in a sealed, opaque box and addressed as follows: Westport Public Schools Business Office 110 Myrtle Ave Westport, CT 06880
6. Proposals will remain firm for a period of 90 days following the date of the opening and shall thereafter remain firm until the Proposer provides written notice to the Business Office of the Westport Public Schools that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of ten percent (10%) of Proposer’s proposed price for the first year of the contract. Proposer must also furnish **proof of the ability to furnish a performance bond, as described in more detail herein.**

## Instructions to Proposers

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8. Proposals will be received until 10:00 a.m., 1/26/2023, at Westport Public Schools, 110 Myrtle Ave Westport, CT 06880, Business Office, at which time and place all proposals will be publicly opened.
9. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the proposal. It is the Proposer's responsibility to ensure that all requested information is supplied with the initial proposal. The District 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 Westport Public Schools in the review of Proposals and awarding of contracts.*
10. These specifications were designed for the sole use of the Westport Public Schools pursuant to a contract with Transportation Advisory Services ("TAS"), and the use of these documents by others without the expressed written consent of the Westport Public Schools and Transportation Advisory Services is prohibited.
11. Time frame. The following timeline is subject to change by the District:

Event	Date	Time
Issue Request for Proposal	12/16/2022	
Pre-Proposal Meeting	1/10/2023	10:00 AM
Deadline for final questions	1/17/2023	5:00 PM
Proposal Opening	1/26/2023	10:00 AM
Contract Award	February 2023	
Project Start	7/1/2023	

These Specifications were designed for the sole use of the Westport Public Schools pursuant to a contract with TAS, and the use of these documents by others without the expressed written consent of the Westport Public Schools and TAS is prohibited.

# Definitions

# 1

All invitations to submit Proposal issued by the Westport Public Schools will bind Proposers and Successful Proposers to the conditions and requirements set forth in these General Conditions, and Specifications shall form an integral part of each purchase Contract awarded by the Westport Public Schools.

**DEFINITIONS**

- “Addendum”:  
A written instrument issued by the Westport Public Schools, or its agent, prior to the execution of the Contract which modifies or interprets the Proposal documents by additions, deletions, clarifications, or corrections
- "Board"  
The Board of Education of the Westport Public Schools
- "Contract"  
An agreement duly executed by the Westport Public Schools and the Proposer which calls for the transportation of pupils of the Westport Public Schools by the Contractor(s) in accordance with all terms, conditions, requirements, and Specifications in the Proposal, for a price to be paid by the Westport Public Schools.
- “Dead Head Mileage”  
Mileage to and from the Contractor’s location(s) that is not considered part of the District’s bus routes or trips.
- “Drop and Pick”  
A process of having a bus take a trip or team to a destination site and then departing, with the same or another bus returning to the site to pick up the trip or team.
- "District" or “School District”  
The legal designation of Westport Public Schools.
- “Evaluation Criteria”  
How the Westport Public Schools will evaluate the Proposal submitted.
- “Home-to-School”  
Shall refer to AM and PM runs used to transport students from home-to-school and school-to-home.

## Definitions

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"He" or "She"	When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her, and if the Contractor is an entity, "it".
"Profile"	As used in these Specifications, it is the summary of a school bus operator's Connecticut Department of Transportation Vehicle Inspection System record for a specific time period showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found.
"Proposal"	An offer to furnish materials, services, supplies, and/or equipment in accordance with invitation to Proposal, the General Conditions, and the Specifications.
"Proposer" or "Contractor"	Any individual, company, or corporation submitting a Proposal and is qualified consistent with the "Proposer Qualifications" section of this document.
"School Day"	Definition of school day for purpose of transportation is from the time the buses leave to pick up children to bring them to school in the AM to the time the buses return to the terminal after bringing them to their designate stops or locations in the PM . Specific "live hours" for the purposes of this contract, and payment, are described herein.
"School Year"	The number of days for which transportation will be required will be governed by the actual school calendars as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
"Specification"	The description of services to be performed by Proposer and Westport Public Schools together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
"Successful Proposer"	Any Proposer to whom an award is made by the Westport Public Schools.

# Proposals

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## 2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

2.1.1 The date and time of Proposal opening is given in the Notice to Proposers. All proposals must be submitted by this time and date, regardless of whether the District is “open” due to weather conditions.

2.1.2 All proposals must be submitted on and in accordance with forms provided with the Proposal Documents. All proposals must include, as a minimum, the required information as detailed in the Proposal Documents.

2.1.3 Where so indicated by the makeup of the Proposal Form, sums shall be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer and must be clear and readable. Although the Proposer is required to submit their pricing information utilizing the Excel input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Proposer shall be the official price submission of the Proposer. No changes shall be made by Proposer to the format of the pricing pages. The Westport Public Schools reserves the right to interpret figures where lack of clarity of submission requires such action.

2.1.4 Except where specifically noted otherwise, all requested alternates must have a proposal submitted.

2.1.5 Proposals may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the Proposal Documents. A determination as to the impact of any proposed change is in the sole determination of the Board.

In case of any ambiguity, inconsistency, or error in any of the Proposal Documents or of a conflict between the provision of a Proposal Document and provisions of a State or Federal Law or regulation, the Proposer is required to draw such matter to the attention of the Westport Public Schools before he submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the District, her/his proposal will be interpreted by the Westport Public Schools, and any such interpretation shall be binding on Proposer.

2.1.6 A proposal shall include the legal name of Proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Proposer to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A Proposal by a corporation shall also give the State of Incorporation and have the corporate seal, if any, affixed. A proposal submitted by an agent

## Proposals

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shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Proposer must be authorized to do business in the State of Connecticut and must submit proof if requested by the District.

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

The Acknowledgement by Proposer form included in this document must be completed and submitted with the proposal.

2.1.7 Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to these Proposal Documents. Upon request of the Westport Public Schools, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the District to discuss their proposal, or to address such other issues as deemed important by the District.

### 2.1.8 Submissions with Proposal:

2.1.8.1 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 and a summary of their experience over at least three years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of Connecticut. In addition to organizational experience, staff experience must be demonstrated. The Proposer, by submitting a Proposal, hereby authorizes the District, or its authorized agent, to contact any school district listed for references, without obtaining any other consent from the Proposer. This information should be included in Section #2 of the Proposal binder.

2.1.8.2 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 Westport Public Schools and the Town of Westport as additional insureds, showing all the requested types and levels of coverage required, or a letter from the insurance company (s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the proposal specifications. This information should be included in Section #7 of the Proposal binder.

2.1.8.3 The Proposer must submit, with the proposal, proof that the Proposer can furnish a Performance Bond for the performance of the Contract should the District decide to accept the Performance Bond Alternate (Section 5.2). The requirements of the Performance Bond are in Section 8.17 herein. The proof must be in the form of a bona fide letter of surety from a surety company authorized to do business in the State of Connecticut. The letter must guarantee that the surety company will provide the Performance Bond in the event the Proposer is awarded the Contract and the District selects a Performance Bond, as described in more detail in Section 5.2. A determination on the acceptance of the Performance Bond alternate rests solely with the District. This information should be included in Section #7 of the Proposal binder. The Proposer shall also include on its pricing pages in its proposal, the annual cost of the Performance Bond for each year, as detailed in the pricing pages.

## Proposals

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2.1.9 In order to provide the required services envisioned in the Contract, Contractors must have enough competent, trained driving personnel and bus aides. Proposers shall submit descriptions of their driver and bus aide recruitment programs, including typical wage and benefit information. For each district provided as a reference in compliance with Section 2.1.8.1 above, Proposer shall provide an employment profile including at least the number of daily drivers and bus aides required, the actual number of drivers and bus aides employed, a description of targeted recruitment programs and driver/bus aide training programs, and information on the scheduling process for proficiency testing. The District is particularly interested in the approach(es) that would be undertaken by the Proposer to meet the employment and staffing requirements of this transportation system. The information provided will be an important consideration in the District's review of the Proposal. This information should be included in Section #8 of the Proposal binder.

2.1.10 All information required in the Proposal Documents, in connection with each item against which a proposal is submitted, must be provided, to constitute an acceptable proposal.

2.1.11 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications in the Proposal Documents may constitute sufficient grounds for rejection of proposal.

2.1.12 Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

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

2.1.14 All proposals received after the time stated in the Notice to Proposers will not be considered and will be returned unopened. Amendments or withdrawals of proposals received later than that date and time of the Proposal opening will not be considered. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Westport Public Schools. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having its proposal received by the District on time at the place specified.

**RIGHT TO ACCEPT / REJECT: AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE WESTPORT PUBLIC SCHOOLS RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN PROPOSALS; REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART; TO RE-ADVERTISE AND INVITE NEW PROPOSALS; TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER; TO MODIFY PROPOSALS IN THE FINAL CONTRACT BASED UPON NEGOTIATIONS WITH THE PROPOSER(S); AND TO MAKE SUCH AWARDS, IN WHOLE OR IN PART, INCLUDING ACCEPTING A PROPOSAL OR PART OF A PROPOSAL, THAT IN ITS JUDGMENT WILL BE IN THE BEST INTEREST OF THE DISTRICT AND/OR Town of Westport EVEN IF SUCH PROPOSAL IS NOT THE LOW COST PROPOSAL.**

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

2.1.15 The submission of a proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with the Proposal Documents. The submission of a proposal will also mean that the Proposer is fully informed as to the laws, rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Connecticut and the Westport Public Schools, and that the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.

## Proposals

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2.1.16 All proposals must be sealed and must be submitted in a plain opaque box. All proposals must be addressed to the Westport Public Schools. The proposal label must be clearly marked "Student Transportation Proposal". Also, the date and time of the proposal opening as indicated on the Notice to Proposers must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the proposals will become the property of the District and will not be returned.

### 2.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 The Proposer shall submit a completed Non-Collusive Proposal Certification attached as a schedule to these Proposal Documents.

2.2.2 Qualifications of Proposers: The work and services described in the Proposal Documents include the performance of activities directly affecting the safety of the students served by the District and the public generally. The District may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract(s), and the Proposer shall furnish the District with all such information for this purpose as the District may request. If, in the sole opinion of the District, the Proposer is not properly qualified or responsible to perform any obligations of the Contract proposal, the District reserves the right to reject its proposal.

The Westport Public Schools reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the Westport Public Schools may choose to reject any proposal where the Proposer's stated qualifications are such that the Proposer may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Proposer must supply information consistent with the detailed requirements described. The Proposer is encouraged to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

2.2.2.1 Proposer must possess and demonstrate knowledge and capabilities to satisfy all Connecticut Department of Motor Vehicles rules, regulations, and vehicle inspection requirements, in addition to all federal, state and local laws, rules and regulations relating to transportation.

2.2.2.2 Proposer must include a reference list, setting out the names of all Connecticut districts in which they have operated in the past three years, or are currently operating. The name and telephone number of each business official or other board of education or school district liaison must be provided for each district reference listed, along with a description of the type of transportation services provided (i.e. home-to-school; extra-curricular), and the number and size of buses and vans used in the performance of the contract. This information is to be included in Section #2 of the Proposal binder.

2.2.2.3 A detailed description of the Proposer's driver and bus aide recruitment program, including specific efforts that will be used to recruit qualified personnel in Westport must be provided. This information is to be included in Section #8 of the Proposal binder.

2.2.2.4 Proposer must include a brief résumé summarizing the experience and qualifications of the terminal manager, and "other" members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. "Other" managers and supervisory staff include assistant manager(s), dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

## Proposals

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Please provide a job description for the terminal manager as well as each of the other site managers that will be directly involved in the performance of this contract. As part of the job description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

An organizational chart is to be provided showing the relationship of the various management positions within the terminal that will provide services to the District. Please provide an additional organizational chart showing the terminal manager's position within the Proposer's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract. Please provide contact information (phone; email) for the person in the organization that will directly oversee the Terminal Manager, or similar title, for the Westport terminal.

This information is to be included in Section #2 of the Proposal binder.

2.2.2.5 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 and bus aides including specialized training for wheelchair certified drivers; accident reduction programs; vehicle maintenance and inspection programs; training and use of computerized fleet maintenance, management, and routing systems; and student safety programs. This information is to be included in Section #8 of the Proposal binder.

2.2.2.6 The District's preference is for one Contractor to provide all buses to meet the District's transportation needs. To that end, the Proposer shall provide its fleet profile (years and/or mileage; vehicle features) for vehicles in the categories appropriate to the contract(s) being considered by the Proposer. The Westport Public Schools requires the following as a minimum:

2.2.2.6.1 Type I – ***Transit Style buses***: 5.5 year average age with no route bus older than 9 years and no spare bus older than 10 years;

2.2.2.6.2 Type II and smaller: 4.5 year average age with no vehicle older than 8 years.

2.2.2.6.3 All vehicles added to the fleet during the term of the contract must be new vehicles, except for designated "spare" vehicles which shall be no older than six (6) years of age and shall have less than 80,000 miles at the time of addition. The proposed fleet profile is to be included in Section #5 of the Proposal binder.

2.2.2.7 A detailed list of terminated contracts over the last three years in Connecticut, except those contracts lost as a result of the proposal/Proposal process. This information is to be included in Section #2 of the Proposal binder.

2.2.2.8 Information identifying any pending, threatened and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the Proposer must be provided with the proposal. If the Proposer deems such legal actions not to be material, and consistent with the normal course of business, a statement to this effect must be submitted by an authorized representative of the Proposer. The District reserves the right to request additional information about any pending legal actions, whether disclosed in this submittal or not. This information is to be included in Section #4 of the Proposal binder.

2.2.2.9 A description of any bankruptcy filings by the Proposer, any related entities, or principal(s) of the Proposer, within the last seven (7) years. The School District reserves the right to reject any proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the proposal. This information is to be included in Section #4 of the Proposal binder.

# Proposal

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2.2.2.10 A statement as to whether the Proposer, any related entities, or principal(s) of the Proposer, has ever been denied a Performance Bond. If yes, the Proposer must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be submitted with the proposal. This information is to be included in Section #4 of the Proposal binder.

2.2.3 Proposers may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Proposer.

Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on this contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Proposer should submit financial statements of the affiliates, updated interim financial reports, and parent and cross-corporate guarantees indicating that the affiliates and the Proposer will be held financially responsible for the Proposer and his/her operations.

Pursuant to Section 2.1.6 herein, if any related entities or companies provide services, vehicles or assets in the performance of this Contract, the Proposer certifies through this submission that these entities or companies will provide parent and/or cross-guarantee performance, and that all entities or companies shall be bound by the Terms and Conditions of this Contract.

The purpose here is to determine whether the Proposer is clearly in a financial position to take on and operate a bus contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially capable of performing this contract. If the financial statements do not supply that information, then the Proposer must include other documents that will provide this proof. The District may have the financial data analyzed by its independent auditor or such other financial advisor as determined by the Westport Public Schools. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this contract, the District has the right to reject the proposal.

## 2.3 INTERPRETATION OF PROPOSAL DOCUMENTS

No interpretation of the meaning of the Proposal Documents or the Contract will be made to any Proposer orally. Every request for such interpretation should be made in writing or by email, addressed to Westport Public Schools, Mr. Elio Longo Chief Financial Officer Office 110 Myrtle Ave Westport, CT 06880 or [elongo@westportps.org](mailto:elongo@westportps.org), not later than 5:00 pm on 1/17/2023. Notice of all interpretations and any supplemental instructions will be provided to Proposers of record by the District in the form of addenda to the Proposal Documents. All addenda so issued shall be published on the District's website at: <https://www.westportps.org/> and shall become a part of the Proposal Documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her Proposal submitted. Proposers are required to acknowledge receipt of and conformance to all published addenda.

# Award

# 3

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## 3.1 AWARD PERIOD

The Westport Public Schools will endeavor to make an award within ninety (90) days after the date of the proposal opening, and all proposals shall remain firm during that time period. The Westport Public Schools further reserves the right to make awards following this initial ninety (90) day period to any Proposer who has not provided written notice to the District that its proposal has been withdrawn.

The District will evaluate every written proposal submitted and reserves to itself the right to be the sole judge of which proposal(s) best meets the needs of the District. Prior to the award of the contract(s) and during the course of the contract(s), the District 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 District. As stated herein, the District 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.

## 3.2 TRANSPORTATION PROGRAM

3.2.1 The Contract(s) will be awarded for a period of five (5) years, 2023-2024 (7/1/23-6/30/24) school year through 2027-2028 (7/1/27-6/30/28) school year. The Contract will include public school home-to-school transportation, Green Farms Academy/Pierrepont School transportation, identified special education transportation, summer transportation, extra-curricular services including field and athletic trips using school buses, and certain “coach-style” buses for trips that travel on designated highways. The District reserves the right to hire other transportation providers to provide certain transportation outside of the District and for athletic and field trips.

The program described herein covers various aspects of the transportation program operated by the District. A description of current contracted services is included in Appendix “A”.

3.2.2 The Contract(s) will be awarded based upon a review by the Westport Public Schools of all elements of the proposal submitted, including mandatory and voluntary categories of information, and requested alternate. Given the nature of the services, the Westport Public Schools reserves the right to award certain ancillary or specialized services (i.e. Special Education runs; homeless transportation; sports and field trips) to multiple contractors. Calculation of the Proposals will be based upon the Cost Comparison Tables identified in Appendix A.

# Award

The current 2022-2023 program is utilizing the following buses:

## Regular Transportation

Quantity	Description
39	Type I (77 passenger)
16	Type II (26 passenger)
1	Type II with 2 position wheelchair and air conditioning

The District is requesting prices for the Contractor to provide other vehicles with student capacities including 7 passenger vans and 5 passenger cars.

Section 8.7.2.1.a herein details the projected fleet requirements for the 2022-2023 school year. The number of buses and bus capacities may be changed for future years, and the distribution of buses between the various services/contracts may be modified. No contractor will be provided an exclusivity of service.

## Home-to-School (Public/Private/Parochial) and Summer Transportation

The School District is requesting prices from the Contractor for the provision of a variety of services. In all cases, the determination on the capacity and style of bus to utilize will be made by the District in consultation with the Contractor. Should the District and Contractor disagree on the bus to be utilized, the final decision rests solely with the District. The Contractor shall not modify or adjust the vehicle capacities serving the District without the prior approval of the District.

For home-to-school transportation, the pricing system used in this contract is based upon the length of day the specific vehicle is in use on behalf of the Westport Public Schools. The daily usage shall be determined based upon the scheduled run length as determined by the District where the bus is in direct service to the District, including a 10-minute pre-trip time for AM, mid-day and PM runs. The daily usage shall be based upon "live" run times which are defined throughout this specification as from the point of pick-up to the point of drop-off, plus 20 minutes to acknowledge "deadhead" time from and to the Contractor's terminal. Therefore, if a vehicle is operating both AM and PM runs, the length of day for billing purposes will be the actual run time, plus 20 minutes (for pre-trip both AM and PM), plus 40 minutes for "deadhead" time to and from the terminal.

Driving time ("live time") for out-of-District runs will be calculated in the same manner with the exception that if a Contractor utilizes a facility outside of the District, and the bus returns to the Contractor's facility in less time than it would take to return to the District, the run time will be adjusted to the actual time back to the Contractor's terminal. Compensated times will be determined by the District based upon trial runs.

Times between schools during an AM or PM run package shall be considered live time and shall become part of the scheduled day for payment purposes. All run times shall be determined by the District. The total time for the day shall determine the pricing level for that bus (4 hours, 5 hours, or 6 hours based upon the rates submitted). Run times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex. 4 hours and 10 minutes would be paid for 4.25 hours while 4 hours and 35 minutes would be rounded to 4.5 hours). Quarter hour rates would be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate which would then be added to lower hourly rate. For example, to calculate the rate for 4.25 hours, the 4 hour rate would be subtracted from the 5 hour rate with the resulting difference divided by 4 and then added to the four hour rate. (If the 4 hour rate is \$200, and the 5 hour rate is \$240, the difference is \$40 which would be divided by 4 to arrive at \$10 which would make the rate for a 4.25 hour bus to be \$210.) Times in excess of the 6 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

## Award

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Detailed information on the run times are included in Appendix “A” and will also be distributed by the District at the pre-proposal meeting.

Whenever necessary, compensated times will be determined by the District based upon trial runs and/or computer designed schedules. Once the runs are established at the beginning of the school year, unless there are material changes in route length (15 minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to run times and payments will be determined by the District.

During the term of the contract, the District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal. The determination as to length of day for billing purposes shall be made by the District based upon a computerized or actual route time evaluation, plus applicable pre-trip and deadhead times.

Mid-day and late runs would be based upon a one-hour guarantee unless the mid-day or late runs are operated contiguous to regular school runs. “Contiguous” is defined as within 30 minutes of a scheduled run. Time between the end of the regular run and beginning of a contiguous mid-day or late run, would be considered compensated time. If a mid-day or late run is operated under the contiguous time definition, the length of the run will be added to the AM and PM run times to determine a total length of day for billing. Mid-day or late runs that are operated later than the 30-minute contiguous time definition shall begin at the scheduled pick-up time at the school building and shall end upon the discharge of the last student. The Contractor shall maintain sufficient documentation to support the time-based billing issued to the District. The District reserves the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School District. Prior to the initiation of any run, the District will notify the Contractor of the time allocation and approved payment basis for the run. Detailed information on the timing and scope of these runs will be provided upon request. Payment for all additional runs will be based on the Excess Hourly Rate for the appropriately sized vehicle.

At the present time the District is operating mid-day routes each school day for pre-K students.

Shuttle runs would be paid based on actual run times from pick-up to drop off unless the shuttle begins or ends contiguous to a daily route. “Contiguous” for the purposes of this definition would be considered 30 minutes or less. For example, a shuttle that begins at 1:15 and ends at 2:30, and then transitions into a PM route that begins at 2:45 and ends at 4:00 would be considered one PM route with a run length of 2 hours and 45 minutes. If the shuttle bus stays at the site, with District approval, the time at the site will be paid. Currently the Life Skills program utilizes the shuttle system. Payment for shuttle runs will be based on the Excess Hourly Rate for the appropriately sized vehicle.

For billing purposes, any run times that are in excess of 6 hours per day will be billed at the Excess Hourly Rate as shown in the Form of Proposal. This Excess Hourly Rate is based upon route times, and shall be billed in 15-minute intervals, rounded to the nearest quarter-hour. This excess time shall be established by the District in similar fashion to the run lengths determined for the base length of day. For example, a run length of 6 hours and 40 minutes would be billed at the 6-hour rate, plus 75% of the Excess Hourly Rate.

The District provides transportation services for the Green Farms Academy and the Pierrepont School. This program currently requires two Type I buses and two Type II buses. These are dedicated vehicles that only operate on those days when the schools are in session. **Currently the requirement is for transportation 182 days per year to these programs.** The District will only pay for those days that these buses operate.

## Award

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Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted. However, given the variable nature of transportation, no billing increases or decreases will occur unless the route changes exceed 15 minutes for the scheduled run time. Contractor's billing must reflect these changes, and all such changes must be approved in advance by the District. If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District 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 District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. Any billing changes must be supported by appropriate documentation as determined by the District.

The District currently operates buses during the summer for Special Education services only. There are approximately 5 to 6 buses operating AM and PM routes. Additional operating details can be provided upon request.

The Town of Westport may choose to contract for vehicles for their summer programs. These buses will be provided to the Town at the same rates as provided to the District under the Contract, pursuant to a separate contract between the Town and the Contractor.

### **Field and Sports Trips**

The District requires that all non-sports trips that travel on designated highways utilize "coach style" or "activity" buses. Most of the "coach" trips are paid for directly by organizations and are not the responsibility of the District. On the Form of Proposal, the District has asked for a rate per hour for the provision of "coach" or "activity" style buses as a convenience for the requesting party. These "coach" or "activity" vehicles include the Contractor provision of fuel.

For the use of school buses, the District is requesting pricing for Field and Sports trips based upon a driving and waiting rate per hour, plus a rate per mile for "out-of-District" trips that exceed 50 round-trip miles. For field or sports trips that are considered "in-District", the District will guarantee one (1) hour of billing at the driving time rate with the exception of the stipulated rate for "drop and pick" trips as detailed herein. For field or sports trips that are "out-of-District", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Form of Proposal. Mileage and billable time will be based on "point-of-pick-up" to "point of drop-off", does not include any deadhead mileage (or time), and will be paid for only those miles that exceed 50 round-trip miles.

Drop and pick runs are only to be done at the specific request of the District. Additionally, driving time shall be based upon the scheduled time for departure in the District to return to the Contractor's terminal unless said terminal is located outside of the District boundaries. If the terminal is outside of the District's boundaries, the time shall be calculated back to the original point of pick-up as calculated by the District. For the "pick-up" portion of the trip, the time shall be from the Contractor's terminal if it is located within the District's boundaries, to the pick-up point and back to the student delivery point in the District. If the terminal is outside of the District boundaries, the pick-up run shall begin from the scheduled delivery point in the District. For "drop and pick" runs, the driving time paid shall be total driving time for both sections of the run with the total driving time being at least one hour of driving time. Any tolls incurred in performing a "drop and pick" run will be reimbursed to the Contractor.

For ease of invoicing for both the Contractor and the District, the District reserves the right to meet with the Contractor to establish established fixed price for trips to defined locations both inside and outside of the District's boundaries. These prices will be based on the driving times and mileage rates required in this proposal but will become "set" prices for the defined locations based upon a one-hour guarantee for in-District trips and a two-hour guarantee for out-of-District trips.

## Award

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Pricing is being requested based on the defined capacity and features of the vehicles. Should the District specifically request a Type II vehicle and should a Type I bus be utilized by the Contractor due to a decision made by the Contractor, the District will be invoiced at the Type II rate.

All departments in the Town of Westport will be entitled to contract for field trip services at the same rates as provided to the District under the Contract, pursuant to separate contracts between the Contractor and those departments.

### 3.3 PROPOSAL SUBMISSIONS:

3.3.1 Once the Westport Public Schools receives proposals, the District will review each element of the submission. In order to clarify certain elements of a proposal, or in an effort to modify certain elements in order to better meet the District's needs, the District may meet with one or more Proposers to discuss their proposals. Any changes in scope that are agreed to by the Proposer will be placed in writing and acknowledged by the Proposer, and will then serve as both a formal modification to the original Proposal and as the basis for any Contract(s) awards.

3.3.2 No cash discount may be offered or quoted by any Proposer, except as noted in Section 5.2 for the District's pre-payment of the estimated contract costs.

3.4 Provisions regarding After School Shuttle Services. See Section 4.14 of this Request for Proposals for provisions related to After School Shuttle Services.

# Award of Contract

# 4

4.1 Each proposal will be received with the understanding that its acceptance, in writing, by the District, approved 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 District. The District will present the final Contract to the Successful Proposer/Contractor, and these Proposal Documents, along with any agreed upon modifications made pursuant to Section 3.3.1, shall be incorporated into and made a part of the Contract.

4.2 The placing in the mail of a notice of award to a successful Proposer, to the address given in the proposal, will be considered sufficient notice of an award of the Contract.

4.3 These specifications are intended to provide for school bus services for the transportation of students for the Westport Public Schools for the 2023-2024 (July 1, 2023-June 30, 2024) school year through the 2027-2028 (July 1, 2027-June 30, 2028) school year. 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 2022-2023 school year which are on file with the District. Information relative to the routes will also be provided at the pre-proposal meeting.

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

The Proposal Bond or certified check will be deposited with the Westport Public Schools as a guarantee that the Contract will be signed and delivered by the Successful Proposer, and in default thereof, the amount of such check or proposal bond shall be retained by the District as liquidated damages on account of such default.

4.5 Enclosed with the Proposal the Proposer must include a letter from an insurance broker stating that the insurance requirements specified in this document will be met or exceeded. This information is to be included in Section #7 of the Proposal binder.

4.6 To the best of our knowledge, the Board's current transportation services are being provided by employees represented for purposes of collective bargaining by United Food and Commercial Workers Union, Local 371. The Board acknowledges that current employees of the existing contractor working in the Town have unique knowledge and experience for their positions and the successful Proposer should take into account these attributes in making its hiring decisions, if such current employees apply for employment with the successful Proposer. The Board recognizes and respects that any person hired by successful Proposer must meet its employment requirements.

## Award of Contract

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4.7 The Proposer shall include information in the proposal about the process that will be utilized to provide Manager and Dispatcher coverage for athletic and field trips that occur after 5:00 pm or on non-school days. This information is to be included in Section #8 of the Proposal binder.

4.8 The Proposer shall provide specific information on the person(s) that will provide safety and driver training to the staff serving the Westport Public Schools. This information is to be included in Section #8 of the Proposal binder.

4.9 As a part of the submission required with this Proposal, the Proposer shall submit to the School District a copy of its dress code applicable to drivers and aides. This information is to be included in Section #8 of the Proposal binder.

4.10 Proposers are required to provide with their Proposal, in the form of Appendix B, the vehicle identification number (if known), year, body manufacturer, chassis manufacturer, student seating capacity, and fuel type of each vehicle proposed to be utilized during the initial year of the Contract. If vehicles are to be purchased to fulfill the Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the proposal. This information is to be included in Section #5 of the Proposal binder.

4.11 In the event the successful Proposer is not the incumbent contractor, the successful Proposer shall submit a Transition Plan to the District as described in more detail in Section 8.7.7 of the Request for Proposals.

Failure to provide a satisfactory Transition Plan within fifteen (15) days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

4.12 The Proposer will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet for providing all transportation related facilities used in the performance of the contract. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included with the Proposal. If the proposed site(s) are not currently under the control of the Proposer (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted. The District reserves the right to inspect the terminal(s) prior to the award of a contract, and periodically during the term of the contract. This information should be included in Section #3 of the Proposal binder.

The Westport Public Schools would prefer that the transportation facility be located within the Town of Westport. However, if a suitable site is not available in the Town, specific information about an alternative site must be provided pursuant to this section in order to allow the District the ability to evaluate the suitability of the deadhead travel. The District will not reimburse the Contractor for any operating time, or fuel, resulting from any deadhead miles.

As detailed in Section 5.3 of this Request for Proposals, the District is requesting that the Contractor provide an amount which would be credited to the District on an annual basis if the District provided suitable parking within the District boundaries. The District is also requesting an amount for a credit to the District on an annual basis if the District provided a terminal facility with the District boundaries.

4.13 The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the School District which shall contain such other further additional provisions that the Board deems necessary. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of Education. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one (21) days after it received notice of the acceptance of its proposal, shall forfeit to the Board, as liquidated damages for such failure or refusal, the check or proposal bond.

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The School 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 School District will be solely at the discretion of the School District. It is important to note that if the Contractor fails to submit a response to one or more of the Alternates requested, the School District may reject the Contractor's proposal. If accepted by the Board, such alternate or alternates will become part of the Contract.

## 5.1 PERFORMANCE BOND

The Contractor shall furnish the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract to guarantee the faithful performance of the Contract. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. Proof of bondability must be submitted with the proposal.

A determination on the acceptance of the Performance Bond, ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

## 5.2 PRE-PAYMENT DISCOUNT

The District is willing to consider a pre-payment of its base transportation contract costs, depending on the discount offered by the Contractor for said pre-payment. The pre-payment would be performed twice per school year (September and January) for those calculated costs for the provision of basic home-to-school services (not extra-curricular). The District and the Contractor would mutually agree on the calculated number of services for each of the two payment periods (September-December and January-June), and the District's costs would be the calculated amount less the pre-payment discount offered by the Contractor and as detailed on the Form of Proposal. The decision whether or not to accept the pre-payment discount option rests solely with the District, and the decision can be modified each year of the contract. Should the pre-payment discount be accepted by the District, prior to the end of the payment period the District and the Contractor shall determine any additional charges, or credits, that should apply and the proper adjustments shall be made prior to the end of the current school year.

### 5.3 DISTRICT PROVISION OF FACILITY

The District is requesting that the Contractor provide the annual credit that would be applied to the Contract if the District supplied a suitable parking and storage area within the District boundaries. It would be the Contractor's responsibility to provide whatever office or work areas that were needed by the Contractor's employees.

The District is also requesting that the Contractor provide the annual credit that would be applied to the Contract if the District supplied a terminal facility within the District boundaries.

It is not to be interpreted that the District can or will supply said parking or terminal location, however the District is interested in the financial impact if such site(s) were made available. If such site(s) were made available, the Contractor would be required to use such site for services performed under the Contract upon written notice to the Contractor from the District commencing in the then next school year. The ultimate use of the site would be subject to a negotiated agreement between the District and the Contractor.

### 5.4 Provision of Digital Directions

The District is requesting that the Contractor provide costing for a Digital means for Drivers to have directions on each of the buses provided. These devices are required to follow all local state and federal laws. The devices provided should be integrated with the chosen routing software. The District requires that each contractor provide specifications of the devices to be provided and the price per unit per month. Devices that will be accepted include but not limited to tablets and other GPS turn by turn direction hardware.

### 5.5 Electric Bus Pricing

The District is considering phasing in electric buses throughout the course of the contract. The district is requesting pricing for each year of the contract starting in year three when the District expects to implement electric bus pricing. The tentative plan is to start phasing in a minimum of 5 buses in year three with at least 5 additional buses being added in year 4 and 5.

### 5.6 Type I Seat Belts

The District is interested in the cost per vehicle for the provision of seatbelts for all students on all Type I vehicles. The Contractor is requested to provide the annual cost per vehicle for providing industry-standard, compliant seatbelts on all Type I vehicles.

# Guarantees by the Contractor

## 6

6.1 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. The School District reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses or length of operating day, and/or the number of days requiring transportation under this contract. 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 in advance by the District's written order.

6.2 All material, services, and workmanship shall be subject to inspection, examination and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the District.

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

6.3 The Contractor represents, warrants and guarantees:

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

6.3.2 That Contractor shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the Contract. That it shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to the District Office no later than 30 days prior to the initiation of each Contract year.

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

6.3.4 That it will comply with the Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

## Guarantees by the Contractor

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6.3.5 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action shall be taken with reference but not limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

6.3.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, country of national origin, age, disability, sexual orientation, or marital status.

6.3.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.

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

6.3.9 The Contractor will comply with any and all other applicable Federal, State, and/or Local laws, rules, and regulations, and the policies and procedures of the Westport Public Schools.

6.3.10 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Westport Public Schools, unless otherwise specifically designated by the District. In certain instances, the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

# Payments

# 7

7.1 The acceptance by the Contractor of the last payment of the contract term shall be and hereby is a release to the District 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 District and others relating to or arising out of this work.

7.2 Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

7.3 The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.

7.4 The Contract shall be contingent upon appropriation by the Town of Westport of funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Board are not received, or if anticipated revenues of the District from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).

7.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. District and Contractor shall meet prior to the commencement of services to develop an invoice form and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. 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. If the invoice is received by the fifth business day of a given month, payment will be tendered within 30 days of receipt of invoice. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the District.

The Contract price payable for each vehicle used in providing services under the Contract shall be in the Form of Proposal for Transportation Services, which is attached hereto and incorporated herein. The number of Vehicles needed under the Contract will vary. Unless specifically authorized, under no circumstances is Contractor authorized to charge any overtime to the Board.

# Payments

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No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. 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 District to be under the control of 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 District on a route-by-route basis and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

# Specifications

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## 8.1 SCOPE

The Contractor shall provide school bus services for the transportation of students for the Westport Public Schools for the 2023-2024 (7/1/2023-6/30/2024) school year through the 2027-2028 (7/1/2027-6/30/2028) school year.

The Transportation Program varies each year based upon several factors, including but not limited to, classroom locations, placements, and student requests. The Contractor shall provide the necessary vehicles.

The Contractor agrees that it will transport to and from the Westport 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, monitors, bus aides, equipment, and other services required to transport all students to and from the Westport Public Schools and other designated institutions. The specifics of the Transportation Program are contained in Section 3.2 herein, Appendix “A”, attached hereto.

The District reserves the right to hire other transportation providers to provide certain special education, homeless and extra-curricular services, or any services that may be necessary to supplement the Contractor. The Contractor also agrees to work with the District if the District and neighboring boards or towns or cities enter into cooperative agreements for certain transportation routes.

## 8.2 SCHOOL DISTRICT REPRESENTATIVE

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

## 8.3 INDEMNIFICATION

The Contractor shall indemnify, defend, and hold the Board, the City and their respective officers, employees and agents harmless from all loss, liability, damage, penalty, expense or fee, including attorneys’ fees, or other costs or obligations which result from, or arise out of the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

# Specifications

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## 8.4 INSURANCE

The Contractor shall provide the following insurance:

8.4.1 The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a minimum rating of "A (X)". A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.

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

a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

An additional insured endorsement is required. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Westport Board of Education, Town of Westport and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Westport Board of Education, Town of Westport and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.

c) \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.

d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.

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

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

g) Sexual misconduct, molestation, assault and battery insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Westport Board of Education, Town of Westport and any of their respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

# Specifications

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

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

8.4.4 The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.

8.4.5 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual Certificate of Insurance evidencing insurance coverage shall be provided to the Westport Public Schools no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide Certificates in a timely manner shall be considered a contract default.

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

8.4.7 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

## 8.5 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the Contract by the Westport Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of 3 years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

## 8.6 TERM

The term of the Contract shall be for a five (5) year period, beginning 7/1/2023, and ending with the 2027-2028 school year (June 30, 2028)

# Specifications

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## 8.7 CONTRACTOR'S RESPONSIBILITIES

### 8.7.1 Personnel Matters

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

8.7.1.1 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. All drivers must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

8.7.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any manager, supervisor, dispatcher, or bus driver.

The Board reserves the right, in the exercise of its sound discretion, to reject drivers or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain bus aides to provide specialized services or medical support to individual students.

8.7.1.3 Terminal Manager: A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools or designee. Said Manager also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State of Connecticut purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager shall be available by phone 2 ½ hours prior to the first AM run for emergency contacts from the District. The Manager is required to meet all State regulations and training requirements.

The Terminal Manager is precluded from any bus driver duties, driving any bus, and/or bus maintenance functions. Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 5:00 P.M. when school is in session. The Terminal Manager must be located at the transportation facility servicing the Westport Public Schools.

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Dispatcher(s): A “Dispatcher” function shall exist within the terminal with said position staffed from 5:30 am to 5:00 pm on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Contractor will also have in place a designated “hot-line” telephone number that can be utilized by District personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public.

The Dispatcher(s) shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District.

Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the Westport Public Schools through a safety supervisor. If deemed necessary by the District, this person will personally travel a route with the assigned driver at least once a year to survey not only the driver’s performance but also to evaluate route hazards and equipment efficiency. This position is not required to be dedicated full-time to Westport Public Schools; however sufficient time allocations must be in place in order to provide on-going training services to the staff.

Other Employees: The above detailed employees shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. It is the Contractor’s responsibility to determine what additional employees may be required to meet the program needs.

Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Proposer is requested to provide a detailed explanation of their proposed terminal staffing with their Proposal. The District will utilize this information as a part of the proposal evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract.

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District’s transportation program.

Details on the terminal staffing shall be included in Section #8 of the Proposal binder.

8.7.1.4 All office staff and drivers provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way. All bus drivers must wear photo identification tags provided by the Contractor whenever they come in contact with students or school building personnel while working in their assigned tasks.

8.7.1.5 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver employment and bus operation, and Board of Education policies and regulations.

# Specifications

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8.7.1.6 Each driver performing services pursuant to the Contract shall be involved in all safety programs which are or may be required by the laws, rules and regulations of the State of Connecticut.

The District reserves the right to provide specialized training with the cost of said training borne by the District, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

8.7.1.7 The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the District's Superintendent of Schools, or designee, in writing on the forms prescribed by the District. The District reserves the right to have its doctor examine anyone providing service under this Contract with the cost of such examination at District expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations. The Contractor will submit proof of drug testing to the Westport Public Schools for each employee prior to their driving buses in its transportation system.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

8.7.1.8 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 and 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, and the reason therefore. Said updated notice shall be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Westport Public Schools. No other drivers may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver.

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

In order to ensure continuity in the provision of services, and in order to reduce student discipline issues, drivers assigned to AM and/or PM runs are prohibited from leaving these assigned runs to perform optional field or sports trips. The District believes that the best transportation programs exist where the same drivers are on the same routes, every day. To this end, the Contractor is prohibited from entering into any agreements or procedures which violate this District mandate.

8.7.1.10 The Contractor shall be responsible for providing practice and instruction to the drivers and monitors, aides and attendants about the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law. Contractor shall also provide all employees mandated training, including but not limited to bloodborne pathogen exposure control training.

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8.7.1.11 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. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.

8.7.1.12 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No pre-school or kindergarten children are to be released without supervision. If there is no one to meet the child, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

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

8.7.1.13 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking/no vaping is allowed on the buses, or on school property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages or illegal intoxicants shall be allowed at the bus terminal. The Westport Public Schools has a "drug free zone" and "no smoking/no vaping" policy on school property.

8.7.1.14 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus, and each driver must be on the bus at the time scheduled for student loading. Each driver shall be informed of, and comply with State law as to the prohibition of idling.

8.7.1.15 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. Dispatch must be notified immediately of such an event.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

8.7.1.16 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.9, the terminal is required to have access to the District's routing software. At this time the District is utilizing Trapeze as its routing software, however consistent with Section 8.9 of this Request for Proposals, the Proposer has the option of recommending an alternative routing software program. The determination of the routing software rests solely with the District. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

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8.7.1.17 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. Contractor shall submit to the Board a Department of Children and Families “Authorization for Release of Information for DCF CPS Search” form for all employees assigned to perform services under the Contract.

8.7.1.18 The Contractor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.

8.7.1.19 The Contractor shall fully inform the employees performing services to the District of their responsibility to conform to the policies and procedures of the District, including but not limited to the requirement of professionally representing the District in the community both in person and through any electronic communications. Communications with the residents of the District in a positive and constructive manner is an important element of the services being provided by the Contractor. To this end, the District requires that the Proposer submit information about its customer service program, including plans for customer service training for office staff members, telephone activity monitoring, effective communications training, complaint tracking, and similar proactive programs. The information on the Customer Service program should be included in Section #8 of the Proposal binder.

8.7.1.20 If requested by the District, the driver will enforce the District’s request for assigned seating on the bus. The District will work with the Contractor and driver to develop the seating chart, and the driver will implement and enforce this requirement.

## 8.7.2 Vehicles

8.7.2.1 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. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within 20 minutes. Vehicles with a capacity greater than the required vehicle can serve as a spare for a smaller capacity vehicle as long as the larger vehicle provides the same features and capabilities. Stand-by drivers must be available to operate these vehicles.

The projected fleet requirements for the 2023-24 school year will require the following:

Quantity	Description
39	Type I (77 passenger)
16	Type II (26 passenger)
1	Type II with 2 position wheelchair and air conditioning

*Larger capacity buses may be used to meet vehicle requirements – for example, 77 passenger buses may be used to meet the 26-passenger bus mandate. Fuel reimbursement will be based on the smaller capacity vehicle. Plus, a minimum of 10% spares*

All Type I buses must be transit style vehicles. Conventional style buses are specifically prohibited.

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All vehicles providing services to special education students must be air conditioned.

All Type II or smaller vehicles must be equipped with seat belts, and all Type II and wheelchair vehicles must be air-conditioned.

The Westport Public Schools requires the following fleet age profile:

- Type I, Transit Style buses: 5.5 year average age with no route bus older than 9 years and no spare bus older than 10 years;
- Type II buses or smaller vehicles: 4.5 year average age with no vehicle older than 8 years.

Failure to maintain the stipulated age requirements during the contract life shall be considered a default under the Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1<sup>st</sup> of each year). For example, a bus with a 2018 chassis year, at the beginning of this contract period (7/1/23) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide the District with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria. The use of buses older than allowed under this Section, or the removal of newer buses from the fleet once the average age calculation is performed, is a default under this Contract.

At least two (2) of the Type I buses must be equipped with undercarriage storage. If these buses are assigned to a daily run, they must be available in time to meet the sports trip schedules in the afternoon. The District may change the number of vehicles it needs at any time during the term of the Contract and the Contractor shall provide such number of vehicles.

8.7.2.2 Flashing stop arms, front safety crossing control gates, and “Child Check Mate” (or equivalent automated system) are required on all buses, including spare buses. All buses must have emergency roof hatches. All equipment must be operational on any buses providing services under this Contract.

8.7.2.3 All vehicles can include two-way radios of at least 30-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the District have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone; repeater station) must be provided by the Contractor. All radios or cell phones must be utilized consistent with Federal and State usage regulations. All Type I buses shall be equipped with an internal “PA” system. The Contractor will provide the District’s Transportation Office with a base station tied to the Contractor’s frequency.

8.7.2.4 All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie-downs and one over the shoulder restraint. The list of equipment on the buses will be considered in the proposal evaluation process. Should legislation require child restraints for students being provided service under this contract, it shall be the Contractor’s responsibility to provide compliant restraints.

For vehicles transporting Pre-K children, the District will provide the Contractor with 30 Star Seats (or equivalent) each school year. The Contractor is responsible for unusual wear and tear and normal cleaning. An annual inspection shall be conducted by the Contractor and the District to evaluate the condition of each seat.

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8.7.2.5 Route numbers shall be prominently displayed on all buses, consistent with State regulations. Route identification shall not be obscured due to darkened windows, dirt, or other visual obstruction. All vehicles, including spare vehicles, shall be fitted with permanent devices for displaying the route numbers, approved by the District, located on signs prominently displayed on the vehicle. Spare vehicles must have a system to allow the proper identification when providing services on a route, and identification must be accurate for the route(s) being serviced. All buses must be identified with signs reading “Westport Public Schools” located on both sides of the vehicles. Lettering will be no less than 4” in height. The method of providing identification to the students is subject to District approval. Buses may not be used for other programs without the District’s prior written approval.

8.7.2.6 All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits. Each bus must have an exterior bus washing at a minimum of once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the District reserves the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the District or such other regulatory authority.

8.7.2.7 Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior knowledge and approval of the District, drivers may transport up to two (2) of their own pre-school children however the children shall not be less than one year of age. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required shall be the responsibility of the Contractor. The District reserves the right to withdraw approval if the driver benefit interferes with the provision of safe and effective services to District students. Such determination rests solely with the District.

8.7.2.8 All buses (including spares) shall be equipped with a digital video system with a minimum of four (4) cameras per vehicle for 30+ passenger buses, two (2) cameras for Type II, and one (1) for mini-vans, with audio capture feature and a hard drive retention of a minimum of 18 school days. The Contractor shall also make available software for viewing, playback and event searching by District personnel, and the District shall have the right and option to log in remotely and download video/audio from the Board of Education offices. All camera use and video viewing shall be consistent with the policies and procedures as established by the District. The Contractor shall include in their Proposal package, in Section #5 of the Proposal Binder (Fleet), specific information about the camera system that will be provided. Camera systems must provide the ability to “blur” or “mask” in order to remove facial recognition of passengers. The camera system must include a warning or notification function that alerts the driver, contractor and/or District when a camera system is not operational. In lieu of an automated trouble notification system, the Contractor must provide the District with a verifiable protocol to ensure that cameras will be operational at all times.

The Contractor shall ensure that each bus include the proper notification signs stipulating the use of audio and video recording equipment.

8.7.2.9 All vehicles must be equipped with GPS (Global Positioning System) with advanced stop arm and door opening alerts and it must be operational on every vehicle selected by the District and must integrate with the District’s routing software. The GPS service must provide automatic accident reporting, engine diagnostics, and real-time alerts and notifications. The Contractor shall include in their proposal package, in Section #5 of the Proposal Binder (Fleet), details on the GPS system and related software that would be utilized. The Contractor shall be responsible to provide a daily listing to the District of the particular vehicle assigned to each route. Included in the GPS system would be the necessary software module(s) to allow the District full access to the GPS data with integration into the routing software. The Contractor would be responsible for providing this software to the District. If there are any disputes regarding transportation Service time GPS will be utilized to settle disputes which include but not limited to, stop time, departure time, arrival time.

8.7.2.10 The Superintendent or his/her designee reserves the right to reject buses to be used under this Contract for any reason. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

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8.7.2.11 Contractor shall install and operate a system of “drop-down” chains on the rear tires of all Type I school buses, which will be utilized in inclement weather.

8.7.2.12 The Contractor shall provide prior to the start of each year of the Contract, in the form of Appendix B, the Contractor’s vehicle identification number, make/model (body manufacturer/chassis manufacturer), year, student seating capacity, and fuel type of each vehicle to be utilized during the Contract year.

8.7.2.13 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. Such records shall be on a form approved by the Board.

### 8.7.3 Facilities

Contractor shall be responsible for providing all transportation related facilities used in the performance of this contract. The site(s) to be utilized by the Contractor for the operation and maintenance services must be stipulated on the Form of Proposal form. The location of the site cannot change without the prior written consent of the Board. The Board reserves the right to inspect the terminal(s) periodically during the term of the contract. If the site is not located in Westport, the District will not reimburse the Contractor for any operating time, or fuel, resulting from any deadhead miles.

Section 5 of this Request for Proposals details an alternate for the District’s provision of a parking area or facility.

If the Contractor’s facility is not located within the District, the Contractor shall provide “toll-free” telephone service for parents if requested by the District.

Parking for buses is currently available in the District for mid-day storage/parking for approximately 10 buses. There are a few days each school year when the parking area is not available and on those days the District will provide an alternate parking site at a school. The Contractor is responsible for the shuttling of drivers to and from the mid-day parking lot. The District will work with the Contractor and the Police to assist in continuing this practice. A parking diagram will be provided to the Contractor and the designated parking areas will be enforced.

### 8.7.4 Fuel

The District provision of fuel would operate under the following parameters:

8.7.4.1 The Board of Education will furnish the Contractor, without charge, with the fuel necessary for the performance of the transportation required by Westport Public School’s Transportation Program. The amount furnished will be limited to the amount actually used in the performance of the Contract, or to:

- one (1) gallon of diesel for each six (6) route miles for buses in excess of 20 passengers, or
- one (1) gallon of diesel for each ten (10) route miles for vehicles of 8 to 20 passengers, or
- one (1) gallon of unleaded gasoline for each twenty (20) route miles for vans or other unleaded vehicles.

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.

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8.7.4.2 For the purposes of the calculation of allowable miles for the allocation of fuel, the regular daily transportation Contract and the summer transportation Contract will be based upon actual route miles as determined by the District. Actual route miles shall include travel to and from the Contractor's terminal if the terminal is located within the District boundaries. The field and sports trips will be based upon the miles per gallon for the size vehicle utilized, from point of departure in the District to point of return in the District. Route miles do not include dead head miles from the Contractor's terminal to the route or location if the Contractor's terminal is outside of the District boundaries. The District reserves the right to institute a trip tracking form system to verify trip time and mileage.

To allow accurate fuel usage tracking, the Contractor must supply the District with mileage for each trip. The District will not pay for any trips where specific mileage is not provided.

The District will not provide fuel to the Contractor for other uses. The District will determine the proper allocation of fuel based on the reimbursement levels and the Contractor will be limited to that annual quantity. The District will not provide tax exempt fuel for the Contractor's use except for specific services provided to the Westport Public Schools.

8.7.4.3 The Contractor is required to provide the necessary storage and pumping facilities to meet the fuel needs of the program. Proposer shall include information in the Proposal about the location and features of the fuel dispensing system. The District will not be responsible for any "wet fueling" charges due to the lack of a fuel storage system, or any procedural limitations by the Contractor.

8.7.4.4 The Contractor and the District shall meet prior to the beginning of each school year to determine the allowable route mileage and the estimated annual fuel allowance. Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

8.7.4.5 In the event the District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the District. Any State and/or Federal taxes due shall be the responsibility of the Contractor. The District buys fuel at the "harbor price" with a planned delivery charge based on delivery to a 10,000-gallon tank. Should Contractor procedures result in any surcharge from the harbor price, the incremental cost shall be the responsibility of the Contractor.

If on-site fuel tanks will be utilized, the Contractor shall maintain Hazardous Materials Storage insurance coverage in the amount of \$2,000,000 per occurrence (claim) and \$2,000,000 aggregate including products and completed operations, which names the District as an additional insured. The Town of Westport may require verification of the storage and use of fuel as herein provided. Fuel will be ordered from a Westport City School District approved vendor by the District, and it will be ordered in a manner to maximize the cost effectiveness of fuel purchase contracts.

The Contractor cannot purchase fuel, thereby delaying a District purchase/delivery, without the prior approval of the District. Should the Contractor engage in this practice, the Contractor will forfeit the District delivery.

Fuel will be ordered by the Westport Public Schools from an approved vendor for delivery to the District approved Contractor's terminal facility that can receive the fuel amount without any charges to the District above the approved price. The fuel ordered will be compliant with State regulations for exemption from taxes. The Contractor is not authorized to order fuel for payment by the District without the prior written authorization of the District. Any fuel

ordered by the Contractor without such prior written approval from the District will not be paid by the District.

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8.7.4.6 For the purposes of the calculation of allowable miles for the allocation of fuel, allowable miles will be based upon actual **route miles** as determined by the District. Actual route miles shall be from point of pick up in the morning until the last drop off in the morning, and from the first school in the PM to the last drop off. Direct miles between tiers in the AM or PM that are required by the District will be considered part of the route miles. Any mileage for personal or Company purposes will not be considered part of the route miles. Deadhead mileage to and from the Contractor's terminal will not be included. The field and sports trips will be based upon the miles per gallon for the size vehicle utilized, from point of departure in the District to point of return in the District. Route miles will be solely determined by the District. To allow accurate fuel usage tracking, the Contractor must supply the District with mileage for each trip. The District will not pay for any trips where specific mileage is not provided. The Town of Westport, or the Westport Public Schools, will not provide fuel to the Contractor for other uses. The District will determine the proper allocation of fuel based on the reimbursement levels and the Contractor will be limited to that annual quantity. The District will not provide tax exempt fuel for the Contractor's use except for specific services provided to the Westport Public Schools.

8.7.4.7 Proposer shall include information in the Proposal about the location and features of the fuel dispensing system. The District will not be responsible for any "wet fueling" charges due to the lack of a fuel storage system, or any procedural limitations by the Contractor.

The District will not supply the Contractor with any fuel outside of the legitimate usage for the services provided by the Contractor to the District under the Contract. Should the Contractor be required to supplement the fuel allocation due to its own vehicle usage, the Contractor will be required to purchase said fuel from its own supplier.

8.7.4.8 The Contractor and the District shall meet prior to the beginning of each school year to determine the allowable route mileage and the estimated annual fuel allowance. Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

The Contractor is required to provide drivers with specific training on fuel economy techniques including, but not limited to, non-idling programs.

8.7.4.9 The District is very interested in the benefits and features of utilizing alternative fuels in the student transportation program. To this end, the Proposer is requested to submit information in its proposal relative to services that it can provide which would include vehicles operating on one or more recognized alternative fuels. This information should include, but not be limited to, operating benefits, vehicles to be included in alternative fuel program, fuel cost impact, maintenance considerations, operating improvements or limitations, Contractor's experience with alternative fuels, reliability information, environmental benefits, and any change that might impact the prices quoted for the standard transportation program.

Additionally, the Contractor must cooperate with the District on any grants or trial programs that may be available and beneficial as determined by the District.

### 8.7.5 Tolls

The District will reimburse the Contractor for tolls necessary for any District authorized out-of-City trips. Any "coach" or "activity" buses will have the cost of tolls included in the billing to the contracting organization. Toll reimbursement must be requested through the submission of a valid receipt with the invoice for the trip which includes tolls. The District reserves the absolute right to utilize other contractors or bus providers to meet the special trip needs of the District.

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## 8.7.6 Advertising

Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the District.

## 8.7.7 Transition Plan

In the event the existing contractor(s) is not the successful Proposer, the Westport Public Schools will require the successful Proposer to submit a Transition Plan to the Westport Public Schools within fifteen (15) days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by the Westport Public Schools and any lease for a terminal must be secured prior to any formal award by the Board of Education. Failure to provide a satisfactory Transition Plan within fifteen (15) days after being notified that it is eligible for the Contract(s), may cause the successful Proposer to forfeit its eligibility for the Contract(s).

The Transition Plan must include, at a minimum, a plan for securing and establishing a terminal if the Proposer does not have one within the Westport Public Schools; hiring of personnel; securing vehicles; installation of fuel tank(s), and the procedures and timeline(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within fifteen (15) days following the District's approval of the Transition Plan.

Should the existing contractor(s) be the successful Proposer, the successful Proposer will be required to submit a Transition Plan demonstrating how they will accomplish and incorporate the changes contained in the new Contract, including any District-selected alternate(s). Failure to provide a satisfactory Transition Plan within fifteen (15) days after being notified that it is eligible for the Contract(s), may cause the successful Proposer to forfeit its eligibility for the Contract(s).

The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the Westport Public Schools will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Proposer.

## 8.7.8 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program can be brought to the attention of the public. The Contractor will not directly provide information or communicate directly with media without prior Board approval. Board will provide Contractor will a list of subjects that may be discussed with parents and community directly without approval.

The Contractor shall fully inform its employees of the requirement to support the School District in maintaining a quality public relations program.

## 8.8 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board of Education, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special education students who may have specialized loading requirements), and at no time are pupils to be transported off the public highways, except in compliance with present policy and/or practice.

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## 8.9 ROUTE SCHEDULING

8.9.1 Primary responsibility for route development lies with the District with the exception of routes for the Green Farms Academy and Pierrepont School. For the Academy/School, the Contractor shall develop the routes with the District reserving the right to review and approve. The Contractor has secondary responsibility for routes and will consult with the District in developing routes and interpreting Board Policies and regulations. The District reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any driver, without the prior permission of the District. In the event that, in the opinion of the Contractor, routes cannot be traveled as scheduled, for good and sufficient reason, the District shall be notified immediately.

The District or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the District it is necessary for the safety and welfare of children. This shall be at no additional charge to the District.

Routes and schedules are to accommodate class schedules and shall be determined by the District. The current bell times are detailed in Appendix "A" to these specifications.

The District must be notified by telephone when a bus driver is aware that there will be a delay of fifteen (15) minutes or more in the transportation of students.

8.9.2 Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his/her designee. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for within these specifications.

Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The District will endeavor to provide the Contractor with at least 72-hour notice prior to the initiation of said new service.

The District is currently utilizing Trapeze for a routing software program; however, the District will entertain a proposal from the Contractor for the replacement of this program with a comparable industry-standard routing software program. The Contractor is required to provide the necessary computer equipment, Internet access, and staff training to facilitate Contractor's access to the routing program. At a minimum, the Contractor must have and utilize "read only" access to Trapeze or the selected routing software program. Information about the Contractor's interface with Trapeze, or the details on a proposal for an alternative software system, should be included in Section #8 of the proposal binder. Any proposal for an alternative system should include specific information on the conversion process from Trapeze to the recommended software system, including all front-end and on-going maintenance costs.

8.9.3 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation, including the Green Farms Academy and Pierrepont School. When schools are closed (for any reason, including force majeure) transportation is to be furnished on such other days as the Board of Education declares official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools with the exception of extra-curricular trips authorized by the District. The list of mandated legal holidays will be published no later than the second week of school.

8.9.4 Each bus used under this Contract will display the proper Bus Number, consistent with State regulations as to size and location, and must be identified with signs reading "Westport Public Schools". Bus identification must include the Westport Public Schools route numbers.

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8.9.5 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.

### 8.9.6 Schedule Variations

8.9.6.1 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor shall also provide:

8.9.6.1.1 District-wide mid-day dismissals when required.

8.9.6.1.2 Early dismissals as per calendars provided by the District.

8.9.6.1.3 Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc.. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor shall accommodate these early dismissals at no additional cost to the District.

8.9.6.1.4 Dismissal as required during January, March and June examination weeks in the high school.

8.9.6.1.5 Summer transportation as detailed in Appendix "A" and as required by the individual student programs.

8.9.6.1.6 The Contractor will delay, at no additional cost to the District, the morning routes by up to two hours on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions or any other emergency.

8.9.7 The Contractor will supply updated route data, mileage and any other additional information deemed necessary by the District.

### 8.9.8 Trial Runs

On a day established by the District within two weeks prior to the first day of service under the Contract, each regular driver will make at least two (2) trial AM and PM runs to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. Contractor must provide written verification of this trial run process to the District no later than one week prior to the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. Trial runs must be operated in vehicles with similar capacities to the vehicles that will be assigned to the runs. The cost of the trial runs shall be borne by the Contractor and will not be billed to the District; however, the District will provide the fuel necessary for the trial runs. However, the District reserves the right to require additional trial runs and, in those instances, will reimburse the Contractor for their documented out-of-pocket expenses for these runs.

### 8.10 OPERATING MATTERS

8.10.1 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 policies are available on the website at: <http://policy.cabe.org/westport/>.

8.10.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. Additionally, drivers and bus aides assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and aides shall also receive training on the proper methods of securing each type of wheelchair transported under the Contract. The cost of such instruction shall be paid by the Contractor.

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The District may make available to Contractor's employees additional specialized training. The District will cover the cost of said training with the exception of Contractor's employees' wages which shall be the responsibility of the Contractor. The Contractor shall make all reasonable efforts to facilitate the scheduling and employee availability for this training.

**8.10.3 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. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide buses and drivers for student emergency bus evacuation drills, as well as new student bus safety indoctrination programs. Such services shall be provided at no additional cost to the District. All training must meet or exceed the mandates included in the policies of the Westport Public Schools.

**8.10.4 Emergency Closings:** The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather or other emergencies, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent 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 Town of Westport experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. In light of the potential difficulties in providing these services, it is recognized that the Contractor will make all reasonable efforts to cooperate with the evacuation requirements. The rate for reimbursement of costs incurred by the Contractor shall be based on the Excess Hourly Rate for the appropriate vehicle size.

**8.10.5 Contractor's Monthly Reports:** The Contractor shall deliver to the District its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and attendant training programs, driver discipline matters and related documentation, and other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor and the District shall meet prior to the beginning of school to finalize the information to be contained on this report.

**8.10.5.1 Accidents:** In addition to monthly reports, 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.

**8.10.5.2 Student Discipline Matters:** In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor shall immediately notify the District's liaison, in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers maintain good order on the school buses. Drivers may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification (approval) of any driver or aide who fails to do so. Any cost or salary reimbursement for attendance by drivers shall be borne by the Contractor.

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

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

8.10.6 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver shall file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his agent during business hours.

8.10.7 Rights To Property: As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the School District for the purpose of inspection at any time. The Contractor shall also make the garage facility and maintenance records available for inspection by school personnel.

8.10.8 Authorization of Students for Transportation: Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related Contract with another school, district or individual for such transportation. The District reserves the right to assign students from other districts to buses/routes. The District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the District and the Contractor.

8.10.9 Weekly report: A weekly report shall be provided which will include arrival (AM) times for each vehicle providing regular routes, which shall be listed by run numbers and indicate any combined runs. The weekly report must be provided no later than the end of the day Wednesday of the next week. The Contractor and the District shall meet prior to the beginning of school to finalize the information and format of this report.

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## 8.10 BASE PROGRAM

The Base Program for the Regular Daily (Home/School) Program shall be for the 2022-2023 school year consisting of transportation to the Schools and locations as described in Appendix "A". The Board may modify the services and routes from time to time.

## 8.11 CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the proposal amount quoted per vehicle per day on the "Form of Proposal" shall be used. Additional vehicles shall be at the price per vehicle/per day described in the Form of Proposal for Transportation Services. Any reduction in vehicles shall reduce the amount the District pays per vehicle/per day as shown in the Form of Proposal for Transportation Services attributable to the vehicle(s) that are no longer needed. Such modifications shall reflect the appropriate renewal increases.

The District must be notified in writing within 10 days of any changes in vehicle times that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications. All vehicle time or route changes must be approved, in advance, by the District.

## 8.12 COMPLIANCE REQUIREMENTS

### 8.12.1 Compliance with Title IX Regulations

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

### 8.12.2 Compliance with the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

### 8.12.3 Compliance with Provisions in City Ordinances.

The Contractor agrees to comply with the provisions of Sections 2-365 through 2-628 of the City Code of Ordinances, as follows:

## 8.11 BASE PROGRAM

The Base Program for the Regular Daily (Home/School) Program and Field and Sports trips shall be for the 2023-2015 school year consisting of services and routes as described in Appendix "A". The Board may modify these services and routes from time to time.

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## 8.12 CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract shall be amended to reflect the change by using the proposal amount quoted per vehicle per day on the "Form of Proposal". Such modifications shall reflect the appropriate renewal increases.

The District must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications. All vehicle time or route changes must be approved, in advance, by the District.

## 8.13 COMPLIANCE REQUIREMENTS

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TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECT TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

### 8.13.2 Compliance with the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

## 8.14 TERMINATION OF CONTRACT BY BOARD WITHOUT DEFAULT

The Westport Public Schools may terminate the Contract any time by a notice in writing from the Westport Public Schools to the Contractor. If the Contract is terminated by the Westport Public Schools as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination. Any pre-payments made to the Contractor by the School District pursuant to the terms of the Contract shall be adjusted and any monies that should be refunded to the School District shall be remitted within 15 days. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program.

## 8.15 CONTRACTOR'S 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) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required in the Contract; (j) fails to provide the Performance Bond required by the Contract; or (k) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.

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

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In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, irrespective of the Performance Bond.

In addition, in the event that the buses contracted for herein are unavailable for service, the Contractor shall be considered in default and the School District 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 the Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the School District as soon as such information becomes known to it, and the School District shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary interim service and shall compensate the School District for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the School District shall have the option of terminating the Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

In all cases where the Contractor ceases service for one or more school days, the School District shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond submitted with the Contract to the School District shall so specifically state.

### 8.16 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Westport Public Schools and Contractor agree that in certain circumstances, the actual number of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Westport Public Schools may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the Westport Public Schools will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed.

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

8.16.1 If at any time the Contractor does not provide the required number of buses or drivers necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 20-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.

## Specifications

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8.16.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.

8.16.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.

8.16.5 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Westport Public Schools shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the account of the Contractor.

8.16.6 The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active radios, or comparable communication devices (cellular phones). A \$100 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.

8.16.7 The District requires that at all Type I and Type II buses have operable digital cameras and operable GPS capabilities. A \$100 per day per bus liquidated damage may be assessed for any bus that violates this mandate.

8.16.8 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed a \$100 per day per bus liquidated damage.

8.16.9 Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.

8.16.10 The Terminal Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the District. Should either the Manager or Dispatcher drive one or more routes without the prior approval of the District, the District reserves the right to not pay for that portion of the run operated, plus assess a \$50 per occurrence liquidated damage.

8.16.11 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, a \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the District reserves the right to assess a \$50 per trip liquidated damage for the late arrival. However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers and must notify the District at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

## Specifications

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

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

8.16.14 If the Contractor fails to meet any of the requirements stated in these specifications, the Contractor shall be liable to a deduction of \$300 per day per failure from the monthly payment for each such occurrence.

8.16.15 It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$2,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous nonexercised or waiver.

8.17 ACTS NOT IN CONTROL OF CONTRACTOR: 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 for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

8.18 NO ASSIGNMENT BY CONTRACTOR: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in an LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a contract assignment under this provision.

8.19 INCORPORATION OF DOCUMENTS: All of the proposal documents listed in the Table of Contents to the Specifications and Proposal Forms, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of the Contract and the provisions thereof shall be binding upon the parties hereto.

8.20 OTHER CONTRACTORS: It is the School District's desire and intention to award a contract to one Contractor. However, in order to meet the operating requirements of the School District, it is understood that the Contract in no way excludes the School District from using its own vehicles, drivers, aides, or services provided by other School Districts. The School District may also use services from other contractors in the event that the Contractor cannot meet the School District's needs. Additionally, the District may utilize services provided by other contractors for special needs transportation and for athletic and field trips.

## Specifications

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8.21 NO WAIVER: No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8.22 GOVERNING LAW: This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

# Appendix A – Program Description

Westport Public Schools:

The district is discussing the possibility of the following bell times.

Proposed Schedule

School	Tier	AM Arr.	AM Bell	PM Bell	PM Dep.
Staples HS	1	7:25	7:45	2:30	2:37
Bedford MS	2	8:05	8:20	3:05	3:12
Coleytown MS	2	8:05	8:20	3:05	3:12
Saugatuck ES	2	8:05	8:20	3:05	3:12
Coleytown ES	3	8:45	9:05	3:50	3:57
Greens Farm ES	3	8:45	9:05	3:50	3:57
Kings Highway ES	3	8:45	9:05	3:50	3:57
Long Lots ES	3	8:45	9:05	3:50	3:57

Public/PVT	SCHOOL	ADDRESS	TOWN,STATE,ZIP CODE	GRADES	Hours		
Public	Staples High School	70 North Avenue	Westport, CT 06880	9th - 12th	8:00 AM - 2:45 PM	182 Days	23 Type I; 10 Type II
Public	Bedford Middle School	88 North Avenue	Westport, CT 06880	6th -8th	8:30 AM - 3:15 PM	182 Days	17 Type I; 5 Type II
Public	Coleytown Middle School	255 North Avenue	Westport, CT 06880	6th -8th	8:30 AM - 3:15 PM	182 Days	12 Type I; 7 type II
Public	Saugatuck Elementary School	170 Riverside Avenue	Westport, CT 06880	K- 5th	8:30 AM - 3:15 PM	182 Days	8 Type I; 2 Type II
Public	Coleytown Elementary School	65 Easton Road	Westport, CT 06880	K- 5th	9:00 AM- 3:45 PM	182 Days	8 Type I, 2 Type II
Public	Greens Farms Elementary School	17 Morningside Drive So	Westport, CT 06880	K- 5th	9:00 AM- 3:45 PM	182 Days	9 Type I; 4 Type II
Public	Kings Highway Elementary School	125 Post Road West	Westport, CT 06880	K- 5th	9:00 AM- 3:45 PM	182 Days	9 Type I; 5 Type II
Public	Long Lots Elementary School	13 Hyde Lane	Westport, CT 06880	K- 5th	9:00 AM- 3:45 PM	182 Days	11 Type I; 3 Type II
Public	Stepping Stones Pre-School	65 Easton Road	Westport, CT 06880	PK	9:30 AM - 12:30 PM/2:15 PM	179 Days	7 Type II at 9:30; 2 Type II at 12:30 PM, 5 Type II at 2:15 PM
Private	Greens Farms Academy	35 Beachside Avenue	Westport, CT 06880	K-12th	8:00 AM - 2:50 PM / 4:00 PM	165 Days	2 Type I; 2 Type II
Private	Pierrepont School	1 Sylvan Road North	Westport, CT 06880	K-12th	8:30 AM - 3:30 PM	165 Days	
ESY Public	Staples High School	70 North Avenue	Westport, CT 06880	6 - 12th	8:30 AM - 12:30 PM	29 Days	2 Type 2 Vans
ESY Public	Greens Farms Elementary	17 Morningside Drive So	Westport, CT 06880	K-5	8:30 AM - 12:30 PM	29 Days	3 Type 2 Vans
ESY Public	Stepping Stones Pre-School	65 Easton Road	Westport, CT 06880	PK	9:00 AM - 12:00 PM	29 Days	2 Type 2 Vans

## Appendix A – Program Description

### Summer 2023 Program Information:

ESY Classes – July 10 – August 3 – Monday-Thursday – 9:00 – 1:00

Regular Ed Summer School – July 24 – August 11 – Monday-Friday – 8:00-4:00

### Proposal and Bond Calculation Basis: Cost Comparison Calculation

Because all the desired pricing variables make it difficult to make an “apples-to-apples” comparison of the various Proposals, for the purpose of comparing cost proposals, and for the calculation of bond costs, the following daily bus usage profile will be used as a mechanism to analyze all of the various prices in the Proposals. This daily bus usage profile represents the District’s hypothetical transportation needs on an annual basis and ***does not represent the exact actual usage of each bus, which, in accordance with Section 3.2.2 and 8.7.2 are subject to change. This Cost Comparison will be used to determine whether a city-based Proposer satisfies Section 2-578(10).***

### DAILY BUS USAGE PROFILE:

#### School Year Transportation

Vehicle type	4 hrs	4.5 hrs	5 hrs	5.5 hrs	6 hrs	Excess
77 Passenger	4	30	5	0	0	7
26 Passenger	5	5	6	0	0	0
8+2 Wheelchair	0	0	1	0	0	0

Estimated annual trips for Proposal and bond calculation purposes:

Vehicle Type	Driving Hours	Waiting Hours	Billable Miles (over 25 miles)
<b>In-District</b>			
<b>77 Passenger</b>	800	112	
<b>26 Passenger</b>	200	60	
<b>Out-of-District</b>			
<b>77 Passenger</b>	2200	1100	0
<b>26 Passenger</b>	20	10	0



# Appendix C Transportation Report

MONTHLY ACTIVITY REPORT: MONTH: \_\_\_\_\_, 202\_

# FULL OPERATING DAYS YEAR-TO-DATE:				days
# FULL OPERATING DAYS REMAINING IN YEAR:				days
<u>HOME-TO-SCHOOL MILEAGE</u>	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>	
Regular Runs				
Special Runs				
Late Runs				
Other:				
Totals:				
SAFETY AND TRAINING ACTIVITY:				
ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)				
OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)				

FUEL USAGE: Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.



## Appendix D Transportation Policies

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District policies are available on the District website.

### **HOLD HARMLESS AGREEMENT**

It is hereby agreed and understood that the contractor agrees to defend, hold harmless and indemnify Westport Public Schools, Westport Board of Education, Town of Westport, or any officer, agent, servant or employee of the Westport Public Schools, Westport Board of Education or Town of Westport from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

1. Any injury to person or damage to property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under the contract, except for such injury or damage wherein it is finally determined that the Westport Public Schools, the Westport Board of Education of the Town of Westport, its officers, agents, servants or employees were grossly negligent or committed willful misconduct;
2. Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the Contract;
3. Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Westport Public Schools, the Westport Board of Education, the Town of Westport, or any officer, agent, servant or employee of the Westport Public Schools, the Westport board of education of the Town of Westport in connection with the contractor's performance or failure to perform under the contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Westport Public Schools, Westport board of education, the Town of Westport, or any officer, agent, servant, or employee of the Westport Public Schools, the Westport board of education or the Town of Westport on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Westport Public Schools, Westport board of education, the Town of Westport, or any officer, agent, servant, or employee of the Westport Public Schools, the Westport board of education or the Town of Westport arising out of any such claim or demand.

The assumption of defense, indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. it is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined that the Westport Public Schools, the Westport board of education or the Town of Westport, its officers, agents, servants or employees were negligent or committed willful misconduct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to before me this \_\_\_ day of \_\_\_\_\_, 2022 \_\_\_\_\_(notary public)

Make corrections throughout this section

# FINANCIAL INFORMATION COMPLIANCE

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Pursuant to Section 2.2.3 of the Proposal Documents, the undersigned hereby acknowledges the following:

If requested, the stipulated financial information will be provided within 72 hours of the District's request.

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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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

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

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

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

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

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

# Student Transportation Proposal Form of Proposal

Business Office Westport Public Schools 110 MYRTLE AVENUE WESTPORT, CT 06880

Having Carefully Examined The Proposal Documents, The Existing Routes, Existing Schedules, Existing Bus Stops, Traffic Conditions, Topography, Road Conditions, Locations Of Schools, Including Entrance Driveways And Exits, And All Other Conditions Affecting The Services And Work, The Undersigned \_\_\_\_\_ (Company Name) Hereby Proposes To Perform And Complete All Services And Work For The Price(s) Set Forth On The Attached Pricing Schedules, In Strict Accordance With The Proposal Documents And All Addenda (If Any) As Indicated Below:

ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_

THIS PROPOSAL WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE PROPOSAL DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE Westport Public Schools, AS SPECIFIED:

1. Pricing – Each Proposer will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their price proposal. The Proposer shall not make any changes to the format of the pricing pages. The flash drive will be distributed at the pre-proposal meeting and will otherwise be made available to interested Proposers as described in the Proposal Documents. The Excel file is structured with three separate tabs representing home-to-school, trips, and alternates. **Each tab must be completed.** The Proposer must return to the District the Excel file completed on the original flash drive, plus a printed copy of all pricing pages executed by Proposer were indicated at the end of each tab. (A sample of the pricing pages for the contract is included at the end of these specifications.) The official price submission of the Proposer shall be the signed printed pages.

2. If the Proposer is a corporation, is it incorporated in Connecticut?

Yes  No

If No, it must be authorized to do business in Connecticut.

3. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Documents. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

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

Name	Address	Contact Person	Phone

5. Pursuant to Section 4.9 of the Proposal Documents, vehicle list of Contractor must be included in the form of Appendix B.

6. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the District. The Proposer’s endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the District has the sole discretion to determine the best Proposal to meet the needs of the District.

Very truly yours,

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

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

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

# Non-Collusive Affidavit of Proposers

State of ( \_\_\_\_\_ );

County of ( \_\_\_\_\_ ).

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(name of firm) (title)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I certify that:

(1) The price and amount on this Proposal has been arrived at independently and without consultation, communication, or agreement with any other Proposer.

(2) Neither the price(s) nor the amount of this Proposal and approximate price(s) nor approximate amount of this Proposal has been disclosed to any other firm or person who is a Proposer, and that no disclosure of these items will be made prior to the Proposal opening.

(3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Proposal, or to submit a Proposal higher than this Proposal, or to submit any intentionally higher or noncompetitive Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, representatives, employees or parties in interest, including the undersigned, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Westport Public Schools, owner, or any person interested in the proposed Contract.

(5) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(6) I state that \_\_\_\_\_ (name of my firm) understands and acknowledges that all representations in this affidavit are material and important and will be relied on by the Westport Public Schools in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Westport Public Schools of the true facts relating to the submission of Proposals for this contract. That the Westport Public Schools also reserves the right to reject our Proposal if failure to complete this document, have it notarized and submitted with our Proposal documents.

The undersigned Proposer further certifies that this statement is executed for the purpose of including the Westport Public Schools to consider the Proposal and make an award in accordance therewith.

Subscribe and Sworn to me this \_\_\_\_\_

Legal Name of Proposer

\_\_\_\_\_ day of \_\_\_\_\_, 2022

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

Signature and Title of Person: \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# AFFIDAVIT FOR COMPLIANCE WITH SECTION 2-626 OF THE CODE OF ORDINANCES FOR PROPOSALS EXCEEDING \$25,000.00

## RFP# 23-011 - Student Transportation Services

The undersigned, being duly sworn, hereby deposes as follows:

1. I am over the age of eighteen (18) years and understand the obligations of an oath.
2. I have personal knowledge of the facts recited herein.
3. This affidavit is signed under the penalties of perjury and false statement and is being signed in connection with RFP# 23-011.
4. I hold the position of \_\_\_\_\_ with \_\_\_\_\_ and certify that I am authorized to sign this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible for my firm to comply with the Labor Standards set forth per the City Ordinances, section 2-625 through sections 2-628 as indicated in the Request for Proposals.
5. I further certify that \_\_\_\_\_

Will maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the contract. I agree that my firm will inform our employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to our employees forms informing them about the EIC and forms required to secure advance EIC payments from my firm.

Should a need arise for my firm to hire workers to carry out the terms and conditions of the Contract or for any other projects to occur or commence during the contract period within ten miles of the boundaries of Westport, my firm shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. My firm also agrees to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when my firm is hiring someone from within our organization.

6. \_\_\_\_\_ further agrees to be bound by the terms and requirements set forth in sections 2-625 through 2-628 of the Code of Ordinances including that monies otherwise due to be paid under the terms of the contract may be withheld by or required to be reimbursed to the Westport Public Schools in the event a violation of these provisions is determined.

Dated at \_\_\_\_\_, Connecticut

This \_\_\_\_\_ day of \_\_\_\_\_ 2022 \_\_\_\_\_ Legal Name of  
Proposer/Company \_\_\_\_\_ Street Business Address  
\_\_\_\_\_ City and State

Duly Authorized Signature and Title of Person

STATE OF CONNECTICUT ss: \_\_\_\_\_ 2022 COUNTY OF \_\_\_\_\_

Personally appeared, \_\_\_\_\_ Title \_\_\_\_\_ of \_\_\_\_\_ (Name of Company), duly authorized, who signed the foregoing Instrument and acknowledged the same to be his/her free act the free act and deed of said \_\_\_\_\_ (Name of Company) before me. \_\_\_\_\_ Notary Public  
\_\_\_\_\_ Commissioner of Superior Court

# Acknowledgment by Proposer

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If Individual or Individuals:

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of

Qualified in

Commission Expires:

If Corporation:

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_

\_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of

Qualified in

Commission Expires:

If Partnership:

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of

Qualified in

Commission Expires:

# SAMPLE PRICING PAGES – Home-to-School Contract # 1

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of 1/26/2023.

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
77 Passenger					
4 Hours per day					
5 Hours per day					
6 Hours per day					
Excess Hourly Rate					
26 Passenger					
4 Hours per day					
5 Hours per day					
6 Hours per day					
Excess Hourly Rate					
8+2 Wheelchair					
4 Hours per day					
5 Hours per day					
6 Hours per day					
Excess Hourly Rate					
Monitor Rate					

Proposer’s Signature: \_\_\_\_\_

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

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

## Sample Pricing Pages – Trips – Contractor #2

Field & Sports – In District Cost per Hour					
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
77 Passenger					
Passenger					
Bus Monitor					

Field & Sports – Out of District Cost per Hour					
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
77 Passenger					
26 Passenger					
Bus Monitor					

Proposer's Signature: \_\_\_\_\_

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

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

**Performance Bond Cost (Alternate 5.1) - (See Sections 5.2 & 8.17 of Proposal Document):** Annual charge to the District for the provision of a performance bond equal to 100% of the contract price (Proof of ability to provide a bond with requirements must be submitted with the Proposal

Performance Bond Cost (Alternate 5.1) Annual charge 100% of contract price:					
	2023-24	2024-25	2025-26	2026-27	2027-28
Dollar Amount					
Or %					

Pre-Payment Discount (Alternate 5.2)					
Percentage discount applied to pre-payment amount consistent with Alternate 5.2					
	2023-24	2024-25	2025-26	2026-27	2027-28
Discount per pre-payment period for Home-to-School program: %					

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

## Sample Pricing Pages – Alternates

District Provision of the facility (Alternate 5.3)					
Percentage discount applied to pre-payment amount consistent with Alternate 5.3					
	2023-24	2024-25	2025-26	2026-27	2027-28
Discount per pre-payment period for Home-to-School program: %					

Provision of Digital Directions (Alternate 5.4)					
Cost of Digital Directions consistent with Alternate 5.4					
	2023-24	2024-25	2025-26	2026-27	2027-28
Cost per bus per month					

Provision of Electric Bus (Alternate 5.5)					
Cost of Digital Directions consistent with Alternate 5.5					
	2023-24	2024-25	2025-26	2026-27	2027-28
Cost per bus per month					

Seat Belt Requirement (Alternate 5.6)					
Cost per seatbelts per bus will be consistent with Alternate 5.6					
	2023-24	2024-25	2025-26	2026-27	2027-28
Cost per bus per month					

Proposer's Signature: \_\_\_\_\_

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

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

# Non-Proposer's Response

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Westport Public Schools 110 Myrtle Avenue Westport, Connecticut 06880

HOME-TO-SCHOOL; EXTRA-CURRICULAR;

**PROPOSAL DATE:** 1/26/2023

The Westport Public Schools is interested in the reasons why prospective Proposers fail to submit proposals. If you are **NOT** submitting a proposal, please indicate the reason(s) below and return this form to the address above.

- Unable to propose at this time.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail:  
\_\_\_\_\_

\_\_\_\_\_

Insufficient time allowed for preparation and submission of proposal.

Other reasons: \_\_\_\_\_

You may remove our name from the Proposal/proposal list for:

All Proposals/proposals  Remainder of this year

This particular service

Other: \_\_\_\_\_

Officer of Company (Signature) Date \_\_\_\_\_

Title \_\_\_\_\_

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

Fax Number \_\_\_\_\_ Address \_\_\_\_\_

Email address \_\_\_\_\_