



**MANCHESTER PUBLIC SCHOOLS
OFFICE OF FINANCE & MANAGEMENT**

REQUEST FOR PROPOSAL FOR

**MANCHESTER PUBLIC SCHOOLS
OUT-OF-DISTRICT SPECIAL EDUCATION
SCHOOL TRANSPORTATION SERVICES**

RFP #024-004

**PROPOSALS DUE:
MONDAY, MARCH 18, 2024
10:30 AM**

**VIRTUAL OPENING:
MONDAY, MARCH 18, 2024
10:45 AM**

**Office of Finance & Management
45 North School Street
Manchester, CT 06042
(860) 647-3445
Fax: (860) 647-8210**

Table of Contents

Section	Page Number
Bid/RFP Procedure	3
Legal Notice	4
Inquiries	5
Timeframe and Directions for Submission	6
Content and Organization of Proposal	6-8
General Terms and Conditions	9-11
Form of Contract	12-25
Insurance Requirements	26-28
Reference Sheet	29
Evaluation Criteria and Selection	30
Standard Proposer Documents – PDF Fillable	31-35
Town of Manchester’s Living Wage Ordinance and Certification	36-37
Living Wage Certification	38
Price Proposal Form – PDF Fillable	39
List of Out-Of-District Schools	40

Proposal Preparer’s Initials: _____

Bid/RFP Procedure

Manchester Public Schools Bid/RFP opening procedures.

1. Bid/RFP responses must be received by the date/time indicated in the documents. Vendors have the option of mailing documents so that they are received prior to the opening date and time or vendors may contact the Office of Finance & Management to make an appointment to drop off their documents.
2. Bid/RFP openings will be held virtually through Google Meet. Instructions will be provided for access to the virtual opening prior to the start of the electronic meeting. Bidders must contact the Office of Finance & Management for login information.
3. The virtual opening will be held 15 minutes after the proposals are due to give vendors time to login.
4. The virtual opening will be exactly the same as a regular opening – a representative of the Office of Finance & Management will open the packages and will publicly read the results. Results are not final until reviewed. Awardees will be notified. Tabulations will be compiled and available upon request.

If you have any questions, please contact the Office of Finance & Management at (860) 647-3444, (860) 647- 3445 or email RFPs-Bids@mpspride.org.

Karen L. Clancy
Assistant Superintendent of Finance & Management
Manchester Public Schools
(860) 647-3444

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**LEGAL NOTICE
REQUEST FOR PROPOSALS
Manchester Public Schools
Town of Manchester**

**SPECIAL EDUCATION SCHOOL TRANSPORTATION SERVICES
RFP #024-004**

The Manchester Board of Education is requesting proposals for special education school transportation services as needed for school children residing in Manchester, Connecticut. The Board of Education reserves the right to request the transportation of homeless youth in accordance with any contract awarded pursuant to this Request for Proposal. Specifications and forms are available on the MPS website using the following link: <https://www.mpspride.org/Page/311>. Sealed proposals are to be submitted to the Assistant Superintendent of Finance & Management, 45 North School Street, Manchester, CT 06042, by the date and time listed below:

Proposals will be accepted until Monday, March 18, 2024 at 10:30 AM

Please direct any questions about the RFP to the Office of Finance & Management, 45 North School Street, Manchester, CT. The Manchester Board of Education reserves the right to reject any and all proposals. The Manchester Board of Education is an equal opportunity employer and requires affirmative action policy for all of its contractors and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Date of Notice: February 24, 2024
Karen L. Clancy
Assistant Superintendent of Finance & Management
Manchester Public Schools

Dates Posted: February 24, 2024
February 26, 2024
February 27, 2024

Proposal Preparer's Initials: _____

Inquiries

All questions pertaining to this Request for Proposal shall be emailed to Office of Finance & Management at RFPs-Bids@mpspride.org or faxed to (860) 647-8210 no later than five (5) business days prior to the date the proposals are due. All information given by Manchester Public Schools except by written addendum shall be informal and not binding on Manchester Public Schools nor shall it furnish a basis for legal action by any proposer or prospective proposer against Manchester Public Schools.

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Timeframe and Directions for Submission

The contents of the proposals are outlined in the Content and Organization of Proposals sections. Proposals are to be submitted no later than Friday, March 18, 2024 at 10:30 AM and may be sent by mail or hand delivered to:

Manchester Public Schools
Karen L. Clancy
Assistant Superintendent of Finance & Management
45 North School Street
Manchester, CT 06042

Content and Organization of Proposals

The Request for Proposals (RFP) is intended to provide interested vendors with information concerning the conditions and requirements for submitting proposals. Vendors must examine all information and materials contained in this RFP. **Failure to do so will be at the vendor's risk.** In response to the RFP, vendors shall adhere to the established format. By doing so, comparable objective data will be provided for Manchester Public Schools' (MPS) review and analysis. The proposal shall contain the following sections, in order and format described below.

A. Submittal Letter

A submittal cover letter on company's letterhead addressed to **Karen L. Clancy, Assistant Superintendent of Finance & Management**, which includes the following:

- a statement by the Vendor accepting all terms, conditions and requirements contained in the RFP;
- a brief discussion of the Vendor's background, including the number of years in business in Connecticut, experience and ability to perform this contract in accordance with the specifications; and
- any other information as requested for this RFP.

B. Standard Vendor Documents

Vendors shall sign and include all documents and forms provided with the RFP. These documents are in a PDF fillable format except for the signature and date sections. Also, to be included is a listing of all special education transportation services provided during the past five (5) years, including, client contact, telephone number, email address, size of school district/client, scope of services rendered and date completed.

Vendors shall provide a list of all special education transportation service agreements currently underway or under contract, including client contact, telephone number, email address, size of school district/client, scope of services rendered, and date to be completed/term of contract.

C. Price Proposal

Vendors shall submit a price proposal for a 3-year contract term that is "all inclusive" (See Price Proposal Sheet). Proposal prices shall include all vehicles, vehicle operators, equipment and services required to provide the special education transportation services described, and shall also incorporate

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any other labor, materials, supplies, overhead, taxes and profit of the Vendor. Proposal prices shall also include video camera technology, with audio capture capability, as well as other required equipment and technology set forth in the Form of Contract.

D. Exceptions

Vendors wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. MPS may accept proposals which take exception to any requirements of the RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.

- E. Vendor shall provide a list of personnel to be assigned to Manchester's special education transportation contract, to the extent known, including years of experience in current positions and school districts/clients served. For management personnel, resumes should be included. State conviction history information from the State Police Bureau of Identification shall also be included for all personnel to be assigned to Manchester's special education contract, if selected.
- F. Vendor shall provide ownership information with the proposal. The proposal shall indicate whether the Vendor is sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by person or persons legally authorized to bind the Vendor to a contract. The Vendor shall also provide information regarding how long the organization has been engaged in school/special education transportation services.
- G. Vendor shall provide copies of financial statement for the last two (2) completed and audited fiscal years. Please note that financial information submitted will be, to the extent permitted by law, kept confidential if provided in a separate envelope marked "confidential."
- H. Vendor shall include in its proposal information regarding the technology/methods the Vendor intends to employ for the ongoing and continuing monitoring of all its routes with respective stops for pick-up and drop-off, including any specific technology/methods must be capable of arranging, developing, and maintaining all awarded routes and respective drop-off and pick-up points. Such technology/methods employed by a vendor will be subject to the District's review and approval.
- I. Vendor shall provide detail on the Vendor's programs and efforts to secure a qualified number of vehicle operators to meet the needs of MPS. Each Vendor shall include a statement of its requirements for operators of vehicles which are in addition to any requirements enumerated in federal, state or local law, rules or regulations.
- J. The Vendor shall include a statement/description relative to its safety program, as well as any specialized training for new and experienced drivers and bus monitors, accident reduction programs, vehicle maintenance and inspection programs, computerized fleet maintenance, and/or management routing systems.
- K. The Vendor shall include a description of its anticipated depot facility/parking facility, including property ownership information, property details, and location information.
- L. MPS strongly advises Vendors to familiarize themselves with all requirements, locations, travel distances and traffic conditions prior to submitting a proposal.
- M. No contract may be assigned or transferred without the written consent of MPS.

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- N. A proposal submitted by a vendor who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted; that is, brokered contracts will not be permitted.
- O. Information submitted in accordance with the Request for Proposals is subject to the Connecticut Freedom of Information Act, including the provisions of Section I-210 of the Connecticut General Statutes.

All proposers shall submit the original and two (2) complete copies of the proposal. The proposals shall be submitted in a sealed envelope with the **proposal number, proposal name, and opening date and time** plainly marked in the **lower left-hand corner** of the envelope.

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General Terms and Conditions

1. The proposal and any addenda will be issued on the Manchester Public Schools' website at <https://www.mpspride.org/Page/311>. It shall be the responsibility of the vendor to download this information. Manchester Public Schools (MPS) will not mail a separate hard copy of addendum to vendors. Failure of any vendor to receive any such addendum or interpretation shall not relieve such vendor from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents. No addendum shall be issued less than 2 calendar days before the due date unless it is to change the due date.
2. The attached proposal is signed by the vendor with full knowledge of an agreement with the general specifications, conditions and requirements of this proposal.
3. Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time set for proposal opening will not be considered.
4. All proposals shall be opened publicly and read aloud. Vendors may be present at the opening of proposals. All proposals shall be tabulated and copies of said tabulation shall be made available to vendors upon their request.
5. MPS or the Town of Manchester will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of MPS and will not be returned. Respondents to the RFP are hereby notified that all proposals submitted and information contained therein and attached thereto be subject to disclosure under the Freedom of Information Act after evaluation and award decision have been made.
6. All deliveries and commodities or services hereunder shall comply in every respect with all applicable laws of the federal government and/or State of Connecticut. Purchases made by MPS are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in the proposal prices
7. MPS reserves the right to reject any and all proposals, to waive technical defects and to make such awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of MPS.
8. MPS may make such investigation as deemed necessary to determine the ability of the vendor to discharge a contract. The vendor shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any proposal if the proposer fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the work called for herein. Conditional proposals will not be accepted.
9. Specifications cannot be modified by anyone other than the assigned agent for MPS.
10. The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.

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11. The vendor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations thereunder, without the consent of MPS.
12. The vendor shall be required to submit the Affirmative Action Statement with their completed proposal package. The successful vendor shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.
13. The vendor shall be required to submit the Background Check Compliance Agreement with their completed proposal package.
14. The vendor shall be required to submit the Vendor Indemnification with their completed proposal package.
15. The vendor shall be required to submit the Non-Collusive Proposal Statement with their completed proposal package.
16. This proposal is subject to the provisions of the Town of Manchester Living Wage Ordinance. A summary description of the ordinance and the certification form is attached. vendors are asked to indicate on the attached Living Wage Certification form if their firm would be considered a covered employer. The certification form is to be returned with the proposal.
17. Successful vendor shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, General Liability and Workers Compensation Insurance in the amounts shown in Insurance Requirements. The vendor shall carry insurance under which **Manchester Public Schools and the Town of Manchester, CT, shall be named as an additional insured for the duration of this work and noted on the Certificate of Insurance.** All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies. Certificate of Proposer Liability shall be filed with MPS before work is started and contain a ten (10) day written notice of cancellation clause.
18. **Hold Harmless:** The vendor/insured shall indemnify and hold harmless MPS and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by MPS, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the vendor/insured, any sub vendor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.
19. The vendor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not limited to the following:
 - No weapons, drugs or alcohol on the premises.
 - No smoking on the premises.
 - No exterior doors are left opened or unlocked.
 - Be polite and courteous at all times.

- Adhere to any/all security standards, requirements and/or regulations of each school.
- Drive with extreme caution any motor vehicles on school property.

20. The use of subcontractors is prohibited unless authorized in writing by the MPS Assistant Superintendent of Finance & Management, or Superintendent of Schools, or their duly authorized signatory authority.
21. MPS reserves the right to award to multiple vendors.
22. News releases pertaining to this Request for Proposal or the services to which it relates will not be made without prior approval and then only in coordination with MPS.
23. The contract will be managed by Karen L. Clancy, Assistant Superintendent of Finance & Management.
24. The contract shall be in effect from July 1, 2024 through June 30, 2027 with the option of two (2) one-year extensions upon mutual agreement of both parties and option to renegotiate rates for those subsequent two (2) one-year terms.

Form of Contract

This Special Education Transportation Services Agreement (the “Contract”) is made and entered into on the date indicated below by and between [CONTRACTOR] (the “Vendor”) and the Manchester Board of Education (hereinafter, “the “Board”). The Vendor and the Board will herein be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, Vendor has experience providing transportation services, including transportation services for students with special needs, to boards of education in Connecticut;

WHEREAS, the Board wishes to procure transportation services for certain students with special needs under the purview of Manchester Public Schools (the “District”) to school programs outside of Manchester and for certain students qualifying as “homeless” to schools in Manchester;

WHEREAS, the Parties desire to provide or receive, as appropriate, the transportation services described in this Agreement during its term;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth in this Agreement, the Parties hereby agree as follows:

1. TERM

- A. The Vendor shall provide services at the prices included in its response (the “Bid”) to Request for Proposal No. 024-004 (the “RFP”) out-of-district special education transportation during a three-year term, starting July 1, 2024, and ending June 30, 2027, including the regular school years and extended school year (“ESY”) periods during such term, unless terminated earlier in accordance with this Contract by either Party. MPS and the Vendor may agree to renew the Contract, in whole or in part, for two (2) additional one-year terms extensions.

2. SCOPE OF WORK

- A. The Vendor agrees that it will transport Students (as hereinafter defined) to and from any school or any other school or other facility outside the district which is designated by the District in accordance with this Contract, (all, collectively, the “Schools” and each, individually, a “School”) in accordance with such conditions (e.g., times, routes, and stops) approved by the District.
- B. The transportation routes to the Schools are to be developed by the Vendor and are subject to District approval. The Vendor shall provide the District with detailed route data in a timely fashion including but not limited to: vehicle description; vehicle number; route description and times; mileage; driver and bus monitor details as required by the District and the State.
- C. Any transportation route may be suspended or terminated without penalty incurred by the District or Board where caused by illness, relocation or graduation, conflicts with other students, or determined by the District.

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- D. Due to certain student requirements, any route may be cancelled or delayed with 24 hours' notice to the Vendor, without costs incurred to the District. Cancellations may be made by the District due to weather conditions or other circumstances beyond its control, without penalty.
- E. Vendor is required to notify the District within twenty-four (24) hours if a student who is scheduled to be transported fails to appear for transportation services or does not require transportation services for any reason. The District has the sole right to determine if the Vendor should continue to attempt to transport the student.
- F. The District will, at the daily rate set forth herein (the "Daily Rate"), pay for any Transportation Services hereunder actually performed in accordance with the terms and conditions of this Contract by the Vendor. No payment will be made to the Vendor for services not required or not rendered, including any circumstances in which the District determines that transportation services are not required, either temporarily or permanently.
- G. The District has an interest in reducing its transportation costs. The merging of students from other districts ("ride sharing") on a route is subject to District approval. The District encourages notification by the Vendor of potential ride sharing opportunities that may arise during the Term. The Vendor shall collaborate on the development of combined routes (i.e., a route stopping at two or more Schools), where appropriate, with the final decision being made by the District.
- H. This Contract concerns special education transportation, which means there is a requirement of door-to-door service, between the home and school and vice versa. The standard of service for this type of transportation service should be of a high order due to the special needs of the students transported.
- I. The Vendor shall furnish, for the prices set forth herein, all necessary resources and services to transport all students designated by the District (collectively, the "Students" and each, individually, a "Student") to and from the Schools and any other requested location (the "Transportation Services"). Transportation Services shall be understood to include, without limitation, personnel (including both Vehicle Operators and upon request of the District, bus monitors), supervisors, vehicles, fuel, equipment, maintenance services and other services required to provide such Transportation Services.
- J. Attendance may vary for both the regular school year and extended school year programs. It is understood that not all Students will attend school on a daily basis (i.e., attendance may be required for one, two, three or four days per week).
- K. The District may, at its option, request the transportation of homeless youth to and from educational facilities in accordance with this Agreement.
- L. There shall be a sufficient number of vehicles (including an appropriate number of each required vehicle size) to ensure seats for all passengers at all times. Standees or overloading of the vehicles shall not be permitted at any time.
- M. Subject only to the requirement that the safety of children and others is of paramount importance, reliability and on-time performance is of the essence in the performance of this contract.

- N. The Vendor shall provide a qualified and experienced contact person (the “Contact Person”) who will be responsible for the general overall supervision and execution of the Transportation Services required by this Contract. The Contact Person shall be available or accessible at all times during the times that vehicles are operating to receive inquiries and instructions from the District or its agent.
- O. The Vendor shall provide to the District a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs.
- P. The District shall provide the Vendor school calendars setting forth the days Transportation Services are to be provided by the Vendor during each school year for the duration of the Contract. The Vendor shall also provide extended school year transportation on the dates requested by the District prior to the start of each summer. The Vendor shall provide the Transportation Services on every day that each School is in session and the Transportation Services are required.
- Q. The Vendor shall also provide Transportation Services for early dismissals or late openings of any and all Schools to which Students are transported under this Contract.
- R. Each Vehicle Operator shall know his or her assigned route, including all stops, prior to the start of the school year or prior to the initiation of a new route. Each Vehicle Operator shall drive through their entire route prior to the start of the school year or the initiation of a new route. The Vendor shall have any new or substitute driver drive through the route prior to performing the route with Students. The cost of any trial runs shall be borne by the Vendor and will not be billed to the District.
- S. The Vendor will be required to consult with the District, during times of inclement weather, about road conditions, and the potential of School closings. The Vendor shall be responsible for providing the regularly scheduled Vehicles in the event that Schools are closed early during any school day due to weather conditions or other emergency conditions.
- T. During the Term of this Contract, the District may modify routes and/or the numbers of Students and Schools.
- U. The District may request the provision of Services for routes in addition to those included in the Contract during the Contract term. The Vendor shall not refuse a request for provision of services within the Scope of Work identified in this Contract
- V. For purposes of Medicaid reporting requirements, the Vendor and the District will develop a mutually agreed upon process to monitor bus attendance, if necessary.
- W. The District reserves the right at its sole discretion to allow the transportation of Students other than the Students of the District to be transported on the contracted Vehicle.
- X. The District reserves the right to use other contractors for all other Transportation Services of the District. The District reserves for itself and/or with other vendors the right to transport, in and out of district, any or all special education or homeless pupils.

- Y. The term “Transportation Services” and “Services” shall mean all, collectively, (i) any and all services set forth in this Article 2, (ii) the Transportation Services to be performed under this Contract, (iii) other Services required or necessary for the proper performance of the Vendor’s work under this Contract and (iv) the services described in the Request for Proposals associated with this Contract. The terms and conditions of the Request for Proposals are deemed a part of and incorporated into the Contract and the Vendor’s representations and warranties of the Bid and the pricing included in the Bid are deemed incorporated into and made in the Contract. To the extent there is conflict between the terms and conditions of the Contract and the Request for Proposals, the terms and conditions of the Contract shall control and prevail.

3. PAYMENT AND COMPENSATION

- A. Based upon the prices set forth in price proposal, payments for properly performed Services rendered shall be made upon receipt of a properly itemized invoice. The Services shall be invoiced based on Services actually rendered in the prior month. Payment will be tendered within thirty (30) days of receipt of invoice. All invoices for Services rendered must be submitted within thirty (30) days of the end of the prior month. Delayed billing is not acceptable and will not be honored by the District.
- B. The District will not be obligated, under any circumstances, to pay for any Services that have not been provided. Compensation will only be approved for Services required by the District that are then scheduled and provided by the Vendor.
- C. No payment will be made for Vehicles that are scheduled to operate but that fail to provide Services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the District to be under the control of the Vendor. The District shall have the right to terminate the Contract where the Vendor has failed to meet its obligations under the Contract.
- D. The Vendor(s) shall maintain records during the term of the Contract(s) and for three (3) years thereafter, of the 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.
- E. The Parties agree that other than the compensation set forth in this Contract, including the Price Proposal, no other compensation shall be due and owing to the Vendor by the District for the Services.
- F. There is a mutual understanding by the Parties, regarding the need to meet all requirements related to the Services, including, without limitation, timeliness and reliability, while operating within the financial constraints that may result from limited funding. To this end, the Vendor agrees to work closely with the District’s staff to create the highest level of efficiency while maintaining performance standards.
- G. The Vendor may be assessed the daily rate plus \$100 for liquidated damages for any “Service” issues that are not corrected within 10 business days.

4. VEHICLES

The Vendor agrees, and is responsible for, the following conditions regarding the student transportation vehicles used to perform the Services (all, collectively, “Vehicles” and each, individually, a “Vehicle”) under the terms of this Contract:

- A. The Vendor shall provide sufficient Vehicles to provide the services set forth herein. The number of Vehicles actually used for the performance of Services hereunder may be increased or decreased, as the needs of the District change. Vehicles will be furnished in such number as deemed necessary by the District for the transportation of Students.
- B. The Vendor shall be responsible for providing any additional Vehicles, as may be determined by the District. The District may decrease the number of Vehicles being used at any time during the Term of this Contract.
- C. All Vehicles and other equipment shall be maintained and operated in compliance with all applicable laws, rules, regulations, and policies of Federal, State, and Local governments. It shall be the responsibility of the Vendor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations, and policies.

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

All Vehicles will have an age that does not exceed 10 years.

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

- I. The interior and exterior of all Vehicles must be kept in a condition of cleanliness, mechanical order, and safety, meeting all requirements of the Board, the State of Connecticut, including the State Board of Education and the Connecticut Department of Motor Vehicles, the Federal Government, and all applicable federal and state statutes, regulations, and rules, as amended from time to time.
- J. The Vehicles and any and all records concerning such Vehicles shall be subject to inspection by the District at such times and locations and in such manner and by such qualified persons as the District may designate.
- K. All Vehicles must be equipped with an appropriate communication device (i.e., cell phone or two-way radio) with a range that covers the entire transportation area to ensure constant contact between Vendor and Vehicle Operators. The Vendor shall provide radio frequencies or phone numbers to the District. All communication devices must be operated consistent with all applicable regulations and laws.
- L. Vehicles used to transport Students shall not display any advertisement, political or otherwise, either inside or outside of the Vehicle without the expressed written consent of the District. All Vehicles must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- M. Vehicles must be equipped with a minimum of one (1) camera for vans and two (2) cameras for vehicles other than vans with audio capture capability. All cameras must be tested prior to each run to ensure that they are fully operational, and the Vendor shall have back-up equipment available to replace any inoperable camera. Additionally, camera output must be stored and available to the District for at least 30 days. All camera use and video viewing shall be consistent with the policies and procedures as established by the District and the terms of this Contract. Camera access is critically important to the District, and any deviation from these requirements will result in non-payment for the runs for the period of time that the camera system does not meet these requirements. The District reserves the right to terminate this Contract for failure to comply with the requirements of this Paragraph.
- N. Vehicle maintenance should be scheduled, as possible, for non-school days or hours in order to minimize the use of any spare vehicles. Consistency in vehicle and personnel assignments is of paramount importance in the delivery of services under this Contract.
- O. The Vendor must provide the District, upon request, copies of Vehicle maintenance records. The Vendor shall establish a daily inspection program of all Vehicles and related equipment, and shall keep written records showing such inspections, as required by law, so that the District or their authorized agents may, at any time, request the written record of the inspections made by the Vendor.
- P. The Vendor is responsible for having a parking lot for the Vehicles and for the security and safety of the Vehicles, and any lot, all at its sole expense. Information regarding the storage of vehicles (location, ownership status of lot) shall be provided to the District.

- Q. The Vendor shall allow the District, or its duly authorized agents, to inspect any and all Vehicles, and their operation, at reasonable times, by: (i) riding the same as a passenger; (ii) by having them mechanically inspected; or (iii) by using any other reasonable means. The Vendor shall assist the District and such agents in effecting said inspections, and shall provide the District with access to the Vehicles for inspection purposes.
- R. The District or any authorized agent may, with written notice, require Vendor to discontinue the use of any Vehicle which the District judges to be hazardous, mechanically defective, or subject to frequent breakdown or delays. The Vendor shall immediately replace such Vehicle with one that can fulfill the requirements of this Contract.
- S. Where a harness or seat belt clip is specified for a particular Student(s) such shall be provided by the Vendor.
- T. The Vendor shall provide all fuel for the Vehicles. All route prices shall include Vendor-provided fuel. If the price of fuel increases above \$3.25, the District will pay the difference. The District will not provide fuel.

5. PERSONNEL

The Vendor agrees, and is responsible for, the following conditions regarding operators of Vehicles (all, collectively, "Vehicle Operators" and each, individually, a "Vehicle Operator") and other personnel providing service to the District:

- A. The Vendor shall take the highest degree of care in recruiting and selecting Vehicle Operators. Vehicle Operators shall be of good character and be able to use sound judgment. Subject to any applicable confidentiality requirements and to the extent permitted by law, the District reserves the right to review all personnel records of personnel used in the performance of the Services. All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut. All Vehicle Operators shall be compliant with all Federal, State, and Local laws, rules, and regulations.

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

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

Upon request, the Vendor is required to submit a photocopy of the drivers' license of any Vehicle Operator, including substitute Operators, for any driver who is allowed to transport Manchester children.

- C. The Vendor shall provide the District upon request, the following information concerning each Vehicle Operator, and shall keep the list of Vehicle Operators and applicable personnel information on file,

Proposal Preparer's Initials: _____

updated, so that it is available to the District upon request, including, without limitation, the following information:

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

- D. At its own expense, and in accordance with all State of Connecticut and Federal requirements, the Vendor shall provide for physical examinations of those persons it shall employ as Vehicle Operators.
- E. The Vendor shall provide an ongoing program of classroom and road training at its expense in accordance with federal, state, and local laws, rules and regulations, to ensure continued state certification of all Vehicle Operators and, as appropriate, any bus monitors requested by the District. Vehicle Operators, and any bus monitors, who do not meet the minimum training requirements each year per state statute, shall not be permitted to provide Services. The Vendor shall provide training in compliance with Section 3 of Connecticut Public Act 18-185.
- F. The District or its authorized agent, at its sole discretion, may approve or disapprove, prior to and during employment, any Vehicle Operator or bus monitor. Notification shall be made by the District to the Vendor of such Vehicle Operator or bus monitor who are considered unsatisfactory by the District. Such Vehicle Operator(s) shall not be allowed to operate Vehicles under this Contract, and such bus monitors shall not provide Services under this Contract and shall be immediately removed from providing Services, upon notification from the District.

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

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

Proposal Preparer's Initials: _____

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

If the Vendor receives any information that any employee of the Vendor performing services under this Agreement involving contact with children has a criminal record which could make the individual unfit for an assignment involving contact with children, is on the sex offender registry or its equivalent, or has a record of abuse or neglect, the Vendor shall not assign or shall not maintain, as applicable, the assignment of the employee to perform services under the Agreement involving contact with children. By assigning, and/or maintaining the assignment of, any employee performing services under the Agreement involving contact with children, the Vendor represents and warrants that, in its best professional judgment, such employee maintains the appropriate qualifications and is fit to perform services which involve contact with children.

- H. The Vendor shall comply with all Federal, State, and Local laws, rules, and regulations regarding drug and alcohol testing. Proof of compliance shall be provided to the District upon request.
- I. Consistent with District policy, no alcoholic beverages or illegal intoxicants may be brought to, or consumed upon the District's premises, school property, or in any Vehicle, by any employee or agent of the Vendor or Vehicle Operators, nor shall any such employee or agent or Vehicle Operator, be under the influence of or impaired by, any alcoholic beverages, drugs, or prescription drugs. Additionally, consistent with District policy, no smoking, including the use of vaporizing devices (i.e., "vaping") is allowed on the Vehicles, or on school property, by Vendor's employees and agents or Vehicle Operators.
- J. The Vehicle Operator is responsible to see that all Students are seated and remain seated, while the Vehicle is in operation and that Vehicles are fully stopped before discharging or picking up Students.
- K. The Vehicle Operator does not have authority to refuse any Student who is eligible for Services, the right to ride in the Vehicle. Conversely, the Vehicle Operator is responsible for limiting passengers to those eligible to ride and shall not operate a Vehicle in excess of rated capacity.
- L. Under no circumstances shall a Vehicle Operator refuse to pick up or discharge a Student at an established school bus stop, unless authorized by the District, nor shall a Vehicle Operator remove a Student from a Vehicle providing Services, hereunder before reaching the student's intended destination, except in the case of an emergency.

Proposal Preparer's Initials: _____

- M. The Vehicle Operator must adhere to the established route and times. If the Vehicle Operator has to adjust due to construction, weather, or some other legitimate reason, the Operator must immediately notify the Contact Person who will immediately notify the District.
- N. The Vehicle Operator shall not conduct personal business while performing Services, including, without limitation, the use of a cell phone, or texting, or similar device, including head phones, or ear buds, or making unauthorized stops.
- O. The Vendor assumes all responsibility and/or liability that may arise in connection with any and all labor agreements.
- P. Any bus monitors requested by the District must be prepared to assist a disabled pupil in entering and leaving the vehicle. While this is not to be construed as requiring bus monitors to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting disabled pupils to enter and leave buses. In addition, Vehicle Operators must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.
- Q. The Vendor and any of its employees may be considered to be a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes, and the Vendor and any of its employees may be obligated to report acts or reports of bullying pursuant to Section 10-222d of the Connecticut General Statutes, in connection with the Vendor's provision of services to the District pursuant to this Contract. The Vendor and its employees agree to report, or to cause to be reported, suspected child abuse and/or neglect pursuant to the District's Child Abuse and Neglect Reporting Policy and using the Department of Children and Families Form. The Vendor and its employees further agree to report, or to cause to be reported, any act of bullying witnessed by or reported to the Vendor and/or its employees pursuant to the District's Safe School Climate Plan. The Vendor agrees to conduct all required and/or appropriate training of its employees' performing services under this Contract in compliance with applicable state law, including but not limited to DCF Mandated Reporter Training, and the District policy. The Vendor may access copies of the applicable District policies via the District's web site.

6. STUDENTS

- A. The Vendor must have a procedure in place to ensure no Student is left on any Vehicle at the end of a run and after drop-off, including using a child check system. In no event shall a Vehicle Operator leave a Vehicle unattended while it is occupied by any Student. Vehicle Operators must remain on the Vehicle at all times when Students are aboard, unless relieved by authorized personnel.
- B. Only individuals specifically designated or authorized by the District and/or the Vendor, will be allowed to ride the Vehicles. Vehicle Operators are responsible for limiting passengers to those eligible to ride and shall not operate a Vehicle in excess of rated capacity.
- C. The Vendor shall have the responsibility to supervise and control Students on the Vehicles pursuant to such rules as are from time to time adopted by the District. The Vendor and its employees are responsible for being familiar with relevant District policies. Such responsibility shall not, however, include the right to administer corporal punishment, or the right to remove any Student from the Vehicle before it reaches its destination, or otherwise under circumstances, which may or are likely to result in injury or danger to any Student. The Vehicle Operator shall help enforce District policies and shall

report on the Student Discipline Form to the appropriate District contact, the names and circumstances of Students who violate such policies and cannot be managed by the Vehicle Operator. If a meeting is required to deal with any discipline issue, the Vendor shall make the Vehicle Operator available for said meeting. The Vendor acknowledges that students serviced under this Contract may have behavioral needs and represents that it will work collaboratively with the District to address such needs during the provision of transportation Services.

- D. The Vendor shall be fully responsible for the care and supervision of Students during their transportation. The transportation of a Student shall be deemed to have begun when such Student makes physical contact with the Vehicle and shall be deemed to have ended when the Student has departed the Vehicle and is clear of the roadway at the designated place of drop off.
- E. In the event of disciplinary infractions by Students on Vehicles, which in any way imperil safe operations, Vehicle Operators shall stop the Vehicle immediately, inform the Contact Person via radio (or cell phone) of the foregoing, and not proceed until discipline is voluntarily restored. The Vehicle Operator shall report all such occurrences to the Vendor, and the Vendor shall notify the District. However, under no condition shall a Student be “put off” a Vehicle for any reason while it is in transit, and thereby exposed to the hazards of walking, either on the way to a School, or on the way home, as punishment by the Vehicle Operator. The Vehicle Operator shall be in full charge of the Vehicle and shall allow no misbehavior.
- F. The Vendor agrees that in transporting Students, there will be no transferring of Students from Vehicles without the express permission of the District.

7. INDEMNIFICATION

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

The existence of insurance shall in no way limit the scope of the Indemnification provision. The Vendor further agrees to reimburse the Board for damage to property caused by the Vendor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by the same.

8. LAWS AND DISTRICT POLICIES

- A. The Vendor shall comply with the laws, rules, regulations, and policies of Federal, State, and Local governments. The Vendor specifically acknowledges its obligation to adhere to the Manchester Living Wage law(s), if applicable to the provision of services under the Contract. It shall be the responsibility of the Vendor to ensure that all personnel employed are familiar and abide with all of the aforesaid laws,

rules, regulations, and policies as well as the contents of any transportation manual or other rules, regulations, and policies which the District might publish.

- B. The Vendor must be familiar with any and all policies, or regulations, of the District which affect the Services. The Contractor may access the District's policies at the following web address:

<https://www.mpspride.org/Page/351>

9. COMMUNICABLE DISEASE

The Parties specifically acknowledge their mutual understanding that any of the District's requirements, rules, policies, and/or protocols, and federal and/or state laws, applicable to the District's employees to protect the school community from the spread of any communicable disease and applicable guidance from the Connecticut Department of Public Health ("DPH") or otherwise, shall apply, to the extent permitted by law, to employees of the Vendor assigned to perform Services in accordance with the Contract. If there is a shutdown due to the above health concerns, such as, but not limited to a pandemic, the District and the Vendor will negotiate a mutual agreement regarding the continuation of invoicing and payments.

10. STUDENT DATA PRIVACY

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

11. COMPLAINTS

The Vendor will investigate all complaints, keep a log of such complaints, and will report any action taken to the District, or any authorized agent, within twenty-four (24) hours from such action.

12. ACCIDENTS AND BREAKDOWNS

Any accident involving a Student or the Services shall be reported orally to the emergency number(s) provided by the District IMMEDIATELY. The Vehicle Operator shall immediately notify the Vendor and the Vendor shall immediately send a replacement Vehicle and notify the District. The Vendor shall (i) prepare a written report of any such event and deliver it to the District as soon as possible and not later than twenty-four (24) hours after such event; (ii) provide, concurrent with the submission of the written report, a seating chart indicating where each passenger was seated at the time of the incident; and (iii) provide the District with a copy of the police report issued for such event as soon as such report is available.

13. DEFAULT AND TERMINATION OF CONTRACT

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

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

- B. If any item in subsection (A) above occurs, the District shall have the right to terminate the Contract upon written notice to the Vendor.
- C. If a violation of any item in subsection (A) of this Section occurs and relates to a certain route, the District may remove such route from the Contract and assign it to another transportation service provider.
- D. The above remedies are in addition to any other remedies the District may have.
- E. In the event of Contract termination by the District, the payment obligations under the Contract shall cease as of the last date on which Services were properly performed by the Vendor.
- F. In the event of Contract termination by the District and the necessity to bid or otherwise negotiate a new contract for Transportation Services with another vendor, the Vendor will be responsible for indemnifying the District for costs incurred in obtaining a new contract including any and all increase(s) in costs for Transportation Services, for the duration of the term of the original Contract.
- G. The Contract shall be contingent upon appropriation by the Town of Manchester 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 District 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 Vendor(s).

14. INDEPENDENT CONTRACTOR

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

15. ASSIGNMENT

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

16. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

17. MISCELLANEOUS

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

Proposal Preparer’s Initials: _____

Insurance Requirements

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

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

All insurance issuers chosen by the Vendor must be licensed to do business in the State of Connecticut and approved by the Board. The Board reserves the right to reject insurance companies; if approved insurance policies cannot be provided the contract shall be terminated.

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

- A. The insurance set forth in this Section is required to be maintained in full force until all work required by the contract has been fully completed. Insurance will be primary and non/contributory with a thirty (30) day notice of cancellation in favor of the District, the Board, Town of Manchester (the "Town") and any of their officers, agents, officials, employees, volunteers, boards and commission.
- B. A waiver of subrogation in favor of the District, the Board, the Town and any of their public officials, agents and employees must be included on all policies.
- C. The Vendor shall provide the District satisfactory evidence of insurance (including renewals) showing compliance with the minimum coverage levels, as required by this Section.
- D. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.
- E. If the Vendor/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Vendor/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Vendor/Insured's sole responsibility to pay and/or to indemnify.
- F. The Vendor shall hold harmless, defend and indemnify the Town, the Board and the District from all claims for damages, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the Town, the Board, and the District by third parties, employees of the Town, the Board and the District, or employees of the Vendor.
- G. The Parties agree that the amounts of insurance under this Contract do not, in any way, limit the Vendor's liability to the Town, the Board and the District by virtue of this promise to indemnify and hold the Town, the Board, and the District harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the Vendor, the Vendor

Proposal Preparer's Initials: _____

shall be liable to the Town, the Board and the District for the difference, plus all fees and expenses incurred in collecting the same, all at the Vendor's sole cost.

H. Insurance policies shall not be canceled nor shall coverage be reduced or limited without thirty (30) days prior written notice to the Town, the Board and the District. Thirty (30) days prior notice will be given to the Town, the Board and 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. The District reserves the right to make inquiry to the Vendor for an explanation of coverages and the Vendor agrees to assist in obtaining any such desired information. Vendor acknowledges that failure to provide the mandated insurance on behalf of the Town, the Board and the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the Town, the Board and the District.

I. The following insurance requirements must be met through insurance coverage maintained by the Vendor, at its sole expense, during the Term of the Contract.

Commercial General Liability: The Vendor/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Vendor/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence

Automobile Liability: The Vendor/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident. Property damage and bodily injury coverage

Worker's Compensation: The Vendor/Insured will maintain workers' compensation and employer's liability insurance.

Minimum Limits: Worker's compensation: statutory limit

Employer's Liability: \$1,000,000 bodily injury or each accident

\$1,000,000 bodily injury by disease for each employee

\$1,000,000 bodily injury disease aggregate

Umbrella/Excess Liability: The Vendor/Insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto liability and workers' compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.

Minimum Limits: \$10,000,000 combined single limit and aggregate limit.

Sexual Misconduct & Molestation

Minimum Limit: \$1,000,000

The Vendor/Insured shall carry insurance under which **Manchester Public Schools and the Town of Manchester, CT**, shall be named additional insured for the duration of the work/contract and noted on the Certificate of Insurance.

Proposal Preparer's Initials: _____

**Manchester Public Schools
45 North School Street
Manchester, CT 06042**

Reference Sheet

Name of Business	
Contact Person & Title	
Address	
Phone Number & Email	

Name of Business	
Contact Person & Title	
Address	
Phone Number & Email	

Name of Business	
Contact Person & Title	
Address	
Phone Number & Email	

Proposal Preparer's Initials: _____

Evaluation Criteria and Selection

Proposals will be reviewed and evaluated based upon the following factors, each of which has equal weight:

- The accuracy, responsiveness, and conformity with the requirements of this Request for Proposals of the Vendor's proposal;
- The experience, competence, and track record of the Vendor;
- The nature, size, ownership structure, and financial condition of the Vendor's organization;
- Personnel (e.g., trained vehicle operations and bus monitors), and/or plan for recruitment of qualified personnel, to perform the services required;
- Other transportation services currently under contract by the Vendor;
- Location of the headquarters of the Vendor, as well as location of, and ownership status of, proposed depot/lot for storage of vehicles providing services to the Town and the District;
- Accessibility of the senior officers of the Vendor during contract performance;
- Responsiveness, capacity, and availability to perform the services based on the changing needs of the District
- Demonstrated ability to transport school children with special needs safely and reliably;
- Other factors considered to be in the best interests of the District; and
- Cost/Price

The Contract(s) that are awarded pursuant to this Request for Proposals concern the provision of transportation to Students with special needs. The specialized nature of such transportation Services, as well as legal mandates pertaining to the education of Students with special needs, necessitate that the District consider numerous factors, including without limitation experience, availability, responsiveness, track record, safety and reliability, in addition to price, when evaluating proposals and awarding routes in accordance with this Request for Proposal.

The District retains the right to request any additional information pertaining to the ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure that Services are provided in a satisfactory manner.

The District shall select the vendor whose proposal is determined by the District to be best suited and most advantageous, and provides the greatest overall benefit to the District on the basis of the criteria and/or factors of evaluation listed.

In the event that a proposal is selected, such selection shall be preliminary and not binding unless and until the execution of a Contract for special education transportation services is satisfactory to the District. Negotiations may be undertaken with a Vendor whose proposal shows it to be qualified, reasonable, and capable of performing the work and the District may require modifications to the proposal preliminarily selected.

Proposal Preparer's Initials: _____

Manchester Public Schools
45 North School Street
Manchester, CT 06042

Vendor Information

Legal name of Vendor: _____
(Print Business, Partnership or Corporate Name)

Address: _____

Signature: _____ Date: _____
(Authorized Signature)

Name: _____ Title: _____
(Please print)

Telephone: _____ Fax: _____

Federal Tax Identification Number (FEIN): _____

Contract person for contract: _____

Title: _____

Email: _____ Telephone: _____

The vendor is ____ individual ____ partnership

____ corporation, incorporated in _____, please affix seal.

Names and titles of other officers or partners are:

Proposal Preparer's Initials: _____

**Manchester Public Schools
45 North School Street
Manchester, CT 06042**

Affirmative Action Statement

TO: All Vendors

FROM: Karen L. Clancy Assistant Superintendent of Finance & Management

SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Karen L. Clancy
Assistant Superintendent of Finance & Management

Statement of Policy

It is the employment policy of _____
that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex, age or physical handicap in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

Signature

Date

Name

Title

Telephone

Street Address

Fax

City/State/Zip Code

Proposal Preparer's Initials: _____

**Manchester Public Schools
45 North School Street
Manchester, CT 06042**

Vendor Indemnification

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

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse MPS for damage to property of MPS caused by the Contractor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him/her or them.

State of: _____

County of: _____

Signed by Vendor

Name

Legal Name of Vendor

Street

City/State/Zip Code

Date

Subscribed and sworn to before me on this

_____ day of _____ 20____

Notary Public

Proposal Preparer's Initials: _____

**Manchester Public Schools
45 North School Street
Manchester, CT 06042**

Non-Collusive Statement

TO: All Vendors

FROM: Karen L. Clancy
Assistant Superintendent of Finance & Management

SUBJECT: Non-Collusive Statement

The undersigned vendor, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The proposal has been arrived at by the vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition, and;
2. The contents of the proposal have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

The undersigned vendor further certifies that this statement is executed for the purposes of inducing Manchester Public Schools to consider the vendor and make an award in accordance therewith.

Legal Name of Vendor

Business Address

Name and Title of Authorized Signer

Signature

Date

Telephone

Fax

Email Address

Proposal Preparer's Initials: _____

**Manchester Public Schools
45 North School Street
Manchester, CT 06042**

Background Check Compliance Agreement

TO: All Vendors

FROM: Karen L. Clancy, Assistant Superintendent of Finance & Management

SUBJECT: Background Check Compliance Agreement

Purpose

The Background Check compliance agreement is intended to ensure that vendor, awarded this contract, has or will hire qualified employees/staff to provide and maintain a safe and secure environment.

Policy

Vendors shall comply with maintaining a policy and procedure in place for a background check and performing background checks, in accordance with any State and Federal laws for any person assigned to this contract.

Definition of a Background Check

A background check is a process in which the specifics of an individual's past history are verified for the purposes of determining qualifications for employment/work, and it is conducted in addition to a reference check. The type of background check conducted is dependent upon a position's responsibilities and required qualifications by the contract. When conducting background checks, it is the proposer's responsibility to comply with any State and Federal laws, including Public Act 16-67.

Compliance Agreement

The vendor hereby agrees that assigned personnel for this contract have been administered a background check. To the best of the proposer's knowledge, the employee has a satisfactory background check in accordance and in compliance with any State and Federal laws. The vendor and its employees release Manchester Public Schools, its officers and its employees from any and all liability arising out of or related in any way to such testing.

Legal Name of Vendor

Business Address

Name and Title of Authorized Signer

Signature

Date

Telephone

Fax

Email Address

Proposal Preparer's Initials: _____

Summary Description for Vendors Regarding Manchester's Living Wage Ordinance

Effective February 1, 2010, the Town of Manchester adopted a living wage ordinance. This Summary Description is designed to provide any vendor bidding on a Town of Manchester or Manchester Board of Education contract with the key provisions of that ordinance. It does not contain the full ordinance.

Living Wage Requirement:

The ordinance requires that companies awarded service contracts by the Town of Manchester exceeding \$25,000 in any one fiscal year pay their **Eligible Employees a living wage**. Companies considered **Covered Employers** subject to this requirement are defined below. The Town of Manchester has determined that the contract resulting from this bid or Request for Proposals will be subject to the ordinance if the total contract value is \$25,000 or more in any one fiscal year.

The living wage is currently calculated to be \$15.34/hour for employees that are provided comprehensive health care benefits, or \$23.35/hour for employees that are not provided comprehensive health care benefits.

The living wage and health benefit requirements are adjusted annually each July, effective July 1, 2010. Companies will be required to pay the applicable living wage rate in effect during the term of their contracts.

Covered Employers and Exemptions:

The ordinance requires that Covered Employers pay the living wage rate. Certain employers are excluded from paying the living wage rate. They are as follows:

1. Non-profit organizations as defined by the ordinance, and
2. Entities that employ less than 25 eligible employees.

Eligible Employees:

Eligible employees are **all permanent, full-time employees** of the company (defined as a normal work week of at least 30 hours), working in the State of Connecticut, **not just those working on the Town contract**. The following are **not** considered eligible employees for the purposes of the living wage requirement:

1. Employees with a normal work week of less than 30 hours.
2. Seasonal or temporary employees.
3. Employees under the age of 18.
4. Employees hired as part of a school-to-work program.
5. Students who serve in a work-study program or as an intern.
6. Trainees participating for not more than six months in a training program.
7. Employees enrolled in a governmentally funded vocational rehabilitation program.
8. Volunteers working without pay.
9. Employees exempted under Section 14(c) of the Fair Labor Standards Act due to disabilities.
10. Any person whose wage rate is subject to a federal or State of Connecticut statute or regulation mandating a prevailing wage rate.

Employer Obligations:

Covered Employers are required to do the following pursuant to the ordinance.

1. Certify with the submission of their bid or proposal a) that they will pay the required living wage to eligible employees if awarded a contract, or b) that they are exempt from requirements of the ordinance,
2. Upon award, covered employers shall provide the Town a sworn affidavit affirming that all eligible employees of the covered employer working in the State of Connecticut are receiving the living wage and health benefits required by this ordinance.
3. This sworn affidavit shall be provided thereafter on an annual basis within 30 days of a request being made by the Town if the duration of the contract exceeds one (1) year.
4. Notify their employees of their rights under the Living Wage Ordinance by posting a copy of the ordinance and other materials prepared by the Town of Manchester in locations where employees will see them.
5. Make best efforts to attempt to hire residents of the Town of Manchester for all new positions which result from a service contract subject to the ordinance.

Prohibited Practices:

1. Covered Employers cannot decrease non-wage benefits (such as insurance, vacation, or pension) as a means of complying with the living wage requirements.
2. Covered Employers cannot retaliate or discriminate against any employee for making a complaint against the covered employer regarding compliance with living wage requirements.

Enforcement:

The Town may enforce the provisions of this ordinance by the imposition of fines, suspension of contract or declaring the Covered Employer ineligible for future contracts.

Waivers:

The ordinance provides for the waiver of certain requirements in the ordinance. However, no waivers will be considered until the bidding process has been completed and a contract has been awarded. Requests for waivers must be made by the Covered Employer, in writing, to the General Manager.

The General Manager shall submit the waiver request to the Board of Directors, which shall have the sole discretion as to whether it is granted.

The above is intended to be a summary of the requirements of the living wage ordinance as they affect covered employers and is provided for informational purposes only. Employers should read the entire Living Wage Ordinance. It can be found online at

<https://www.manchesterct.gov/Government/Departments/Purchasing/BIDS>

**Town of Manchester
Living Wage Certification Form**

The Town of Manchester has determined that this contract may be subject to the provisions of the Manchester Living Wage Ordinance, Chapter 212 of the Manchester Code of Ordinances, Sections 212-1 through 212-11.

Bidders are required to indicate whether they are a Covered Employer as defined by the Manchester Living Wage Ordinance or are exempt from the requirements by marking the appropriate section below.

FAILURE TO INDICATE MAY RESULT IN THE REJECTION OF YOUR BID.

I/We are a covered employer and shall pay the required living wage to eligible employees and comply with the requirements of the ordinance during the term of the contract.

Or that:

_____ I/We are not a Covered Employer and therefore not subject to Manchester's Living Ordinance for the reason indicated below:

_____ Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended.

_____ Bidder employs less than twenty-five (25) eligible employees.

_____ Annual contract value is less than \$25,000.

I, _____ of _____ do hereby certify
Officer, Owner, Authorized Rep. Company Name

that the representations made above are accurate for _____
Bid Name or RFP Name

Signed by: _____ Dated: _____

TO BE RETURNED WITH BID OR RFP SUBMISSION.

Proposal Preparer's Initials: _____

**Manchester Public Schools
45 North School Street
Manchester, CT 06042**

Price Proposal

Please indicate the rate for each of the vehicle options listed below.

Vehicle Type	Daily Rate:
Minivan/Car:	\$
Van:	\$
Lift Van:	\$
Type II Minibus:	\$
Type II Lift Minibus:	\$
Bus Monitor:	\$
Hourly Rate Outside of Home to School Times:	\$
Alternate Vehicle:	\$

Proposal Preparer's Initials: _____

Current List of Schools*

AI Prince Tech	401 Flatbush Avenue	Hartford
Adelbrook Cromwell	60 Hicksville Rd	Cromwell
American School for the Deaf	139 North Main Street	West Hartford
Classical Magnet	85 Woodland Street	Hartford
Connecticut River Academy	9 Riverside Dr	East Hartford
CREC – Ana Grace Academy	129 Griffin Road North	Bloomfield
CREC – Civic Leadership High School	1617 King Street	Enfield
CREC – RiverStreet Birken Program	1289 Blue Hills Avenue	Bloomfield
CREC – River Street School	601 River Street	Windsor
CREC – Polaris	474 School Street	East Hartford
CREC – University of Hartford	196 Bloomfield Ave	West Hartford
EHGEMS	95 Oak Street	Glastonbury
Ellington Public Schools	47 Main Street	Ellington
Fresh Focus Academy	126 Dowd Ave	Canton
Gengras Center	1678 Asylum Avenue	West Hartford
Glastonbury Links Academy	628 Hebron Avenue	Glastonbury
Glastonbury Vo-Ag	330 Hubbard Street	Glastonbury
Global Experience School	44 Griffin Rd S	Bloomfield
Grace Webb School	200 Retreat Avenue	Hartford
Hartford Magnet Trinity College Academy	52 Vernon Street	Hartford
High Road School	245 Locust Street	Hartford
High Road Primary School	757 New Britain Ave	Hartford
Intensive Education Academy	840 North Main Street	West Hartford
Oak Hill at Bristol	47 Upson Street	Bristol
Oak Hill at Haddam/Killingworth	150 Northwest Dr	Plainville
Oak Hill at Hartford	120 Holcomb Street	Hartford
Oak Hill at Hemlocks Center	85 Jones Street	Amston
Prism Academy	166 Lincoln Street	Berlin
Project Genesis	720 Main Street	Willimantic
Raymond Hill School	345 Linwood Street	New Britain
River Street School	601 River Street	Windsor
Riverside Magnet School at Goodwin College	29 Willowbrook Road	East Hartford
Rockville Vo-Ag	7 Loveland Hill Road	Vernon
Solterra Academy	300 John Downey Drive	New Britain
Two Rivers Magnet Middle School	337 East River Drive	East Hartford
Woodland School	110 Long Hill Drive	East Hartford

***Please note that updates to this list are made frequently**

Proposal Preparer's Initials: _____