

LISBON SCHOOL DISTRICT
LISBON, CONNECTICUT

REQUEST FOR PROPOSAL (RFP) TO PROVIDE SCHOOL TRANSPORTATION SERVICES
Bid # 2022-2027

School Year 2022-2023 to 2026-2027

OPTION I - ALL NEW VEHICLES REQUIRED/FIVE-YEAR CONTRACT
OPTION II - A COMBINATION OF NEW AND USED VEHICLES

REQUIRED/FIVE YEAR CONTRACT

TWO (2) COMPLETED COPIES OF ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S
OFFICE AT LISBON CENTRAL SCHOOL BY 2:00 P.M. ON JANUARY 31, 2022.

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.

IMPORTANT

The enclosed contract specifications are based on the existing transportation needs of the students whose transportation needs are provided by The Town of Lisbon. The equipment required to service this contract proposes the minimum seating requirements that the Board of Education will consider and does not prevent submission of bids, which provide for the use of a greater proportion of seating capacity.

Background

Educational programs are provided to students depending upon their individual needs and in accordance with state and federal statutes and Board of Education policies. Lisbon meets those needs through programs within each of our schools when available and appropriate. Due to the unique needs of some students, use is made of other school system's programs or private programs in In-District & Out-of-District settings. Also, other agencies besides the local school system, such as the Department of Children and Families, the Department of Mental Retardation, or the courts can place children in programs.

Objective

The Lisbon Board of Education is soliciting bids to secure a transportation company to furnish and operate, at their own expense, vehicles for the transportation of children to and from several institutions and schools for regular and special education programs.

Bidders are to address all aspects of these specifications, as they will become an integral part of the contract that the Board enters into with the awarded transportation company.

Vehicle definition:

Shall mean a school bus body and chassis specification classified as Type I, as defined in Section 14-275b (1-149) of the Regulations of Connecticut State Agencies, has a capacity of 71 passengers or more, is licensed by the State of Connecticut as a school bus and also meets all established school bus regulations for the U.S. Department of Transportation in addition to local regulations.

Type II Bus: Shall mean a school bus body and chassis specification classified as Type II, as defined in Section 14-275a (1-20) of the Regulations of Connecticut State Agencies, which is licensed by the State of Connecticut as a school bus and also meets all established school bus regulations for the U.S. Department of Transportation in addition to local regulations .

Type II School Lift Bus: Shall mean a school bus body and chassis specification classified as a School Transportation Vehicle (STV). The vehicle, including the modifications, must be licensed by the State of Connecticut.

Van - Is any vehicle with a passenger capacity up to nine passengers that is used to carry children to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut.

GENERAL PROCEDURES

- A. Sealed, typewritten bids submitted in duplicate will be accepted at the Superintendent's Office, Lisbon Central School, 15 Newent Rd., Lisbon, Connecticut 06351 until 2:00 P.M. on January 31, 2022.
- B. Envelopes containing bids must be clearly marked "Transportation Bid No. 2022-C001" and must be directed to the Superintendent, Lisbon Central School, Lisbon, Connecticut 06351.
- C. All bids must be signed by the bidder or, if the bidder is a corporation, by an officer of the corporation.
- D. The Town of Lisbon and the Lisbon Board of Education reserve the right (a) to reject any and all bids, in whole or in part, (b) to increase or decrease quantities, (c) to make partial awards, (d) to waive any irregularity, (e) to award or reject a bid on the basis of previous performance, reputation or experience, (f) to make an award in the best interest of The Town of Lisbon and the Lisbon Board of Education.
- E. The Town of Lisbon and the Lisbon Board of Education reserve the right to amend and/or cancel this request for bids prior to the time of bid opening and to withdraw any award made as a result of clerical error.
- F. All bidders are required to request any additional information from the Lisbon Board of Education to the Business Manager, telephone (860)376-2403.
- G. The successful bidder will, within thirty (30) days after written notice of acceptance, enter into a written contract with, in a form satisfactory to, the Board of Education and The Town of Lisbon, and will file within ten (10) days after such written notice of acceptance the policy of insurance and the surety bonds required.
- H. As a condition of the award, the successful bidder (hereinafter, the "contractor") hereby authorizes The Town of Lisbon to set off against monies payable hereunder by The Town of Lisbon to the contractor an amount equal to any unpaid real and personal property taxes and special assessments (the collection of which is not barred by the Statute of Limitations) owed by the contractor to The Town of Lisbon, including all interest and lien(s) charged in connection with such unpaid taxes.
- I. All vehicles shall be painted and identified according to applicable laws and regulations. If such laws change during the course of the contract period, any expense resulting there from shall be borne by the transportation company.
- J. Transportation Company will abide by all Lisbon School District's discipline policies regarding riding a school vehicle.
- K. *Location of buses- specify*
- L. Successful bidder must have experience operating full service (regular education) school bus operation of at least 12 vehicles for a school district, providing references from 3 separate school systems. Also, bidder must have at least 10 years experience operating school buses in the State of Connecticut.

II. SECURITY OF PERFORMANCE

- A. The contractor will be required to furnish at its own expense a surety performance and payment bond that must be renewed each succeeding year of the contract, in a form satisfactory to the Board of Education conditioned upon the faithful and continuous performance by the contractor of all terms and conditions of the contract. THE BOND MUST BE EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE PROPOSED CONTRACT AMOUNT FOR FIVE (5) YEARS.
- B. AT THE TIME OF THE SUBMISSION OF A BID, EACH CONTRACTOR MUST SUBMIT EVIDENCE FROM A BONDING COMPANY INDICATING THAT A PERFORMANCE AND PAYMENT BOND CAN BE OBTAINED, AND THAT IT WILL BE ISSUED BY A COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF CONNECTICUT.
- C. The contract shall provide that if, at any time, the contractor is not, in the opinion of the Board of Education, satisfactorily fulfilling the conditions and obligations of the contract, and prior warnings of the deficiencies have been issued by certified mail, the Board of Education may terminate such contract by giving ten (10) days' written notice to the contractor and employ another contractor. The surety shall be held responsible for any extra or added expense, loss or damage suffered by The Town of Lisbon and/or Board of Education in carrying out said contract.

III. INSURANCE

The Bus Contractor shall secure and maintain in force for the full term of this agreement worker's compensation insurance, employer's liability insurance, public (general) liability insurance, automobile liability insurance and excess (umbrella) liability insurance from an insurance company (s) licensed to do business in the State of Connecticut, and which has an A.M. Best Company rating of A/X or better. Provided such carrier(s) is not available, the Contractor will advise Lisbon School District Town of Lisbon and Board of Education of this at least 60 days in advance and will be permitted to purchase this insurance from an alternate carrier subject to the approval of Lisbon School District, which approval will not be unreasonably withheld.

1. Workers Compensation

- a. Worker's Compensation insurance policy, which complies with the Worker's Compensation Law of Connecticut;
- b. Employer's Liability Insurance with the following minimum limits of liability:
 - i. Bodily Injury by Accident - \$100,000 each accident
 - ii. Bodily Injury by Disease - \$500,000 policy limit
 - iii. Bodily Injury by Accident - \$100,000 each employee
 - iv. Comprehensive General Liability (CGL)
- c. The CGL Insurance shall be written with a Comprehensive Form and include without limitation the following:
 - i. premises-operations;
 - ii. completed operations;
 - iii. contractual insurance specifically applying to the provisions of this agreement;
 - iv. independent contractors;
 - v. personal injury;
 - vi. Broad form comprehensive general liability endorsement.
 - vii. The limits of the CGL insurance shall be:
 - 1. Bodily Injury/Property damage each occurrence: \$1,000,000
 - 2. General Aggregate: \$2,000,000
 - 3. Personal/advertising injury each occurrence: \$1,000,000
- d. Automobile Liability.

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor will, in its solicitation for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed or religion, sex, sexual orientation, national origin, age, disability, or marital status.
- c. The contractor agrees to cooperate fully with The Town of Lisbon and/or any of its agencies to insure that the purpose of this equal opportunity clause is being carried out.
- d. The contractor agrees to post a notice of this acceptance of the foregoing equal employment opportunity provisions at its place of business, clearly visible, in such form as is satisfactory to The Town of Lisbon.
- e. The contractor shall not be liable for non-performance of service required under this agreement whereby non-performance is caused by an act of god, public enemies, authority of law, perils of navigation, riots, and acts of war. During any period of non-performance, Lisbon Public Schools shall not be liable to the Contractor for any payments under this agreement. Furthermore, Lisbon Public Schools shall have the right to make alternative transportation arrangements.

CONTRACT SPECIFICATIONS

I. SCOPE OF THE WORK AND PERIOD OF CONTRACTUAL RESPONSIBILITY

- A. The contract to be awarded will require the contractor to furnish all transportation service including vehicles, operators, equipment, and other services required to transport all students authorized by the Board of Education to and from the public, private, parochial, magnet and vocational technical schools whose transportation needs are served by The Town of Lisbon and which are listed on Attachment I hereto, including preschool, kindergarten, elementary, middle, and high school students and also including late buses, as listed on the bid forms.

OPTION I - Provides for transportation services for July 1, 2022 through June 30, 2027 for all students attending public, private, parochial, magnet and vocational technical schools and using new vehicles.

OPTION II - Provides for transportation services for July 1, 2022 through June 30, 2027 for all students attending public, private, parochial, magnet and vocational technical schools and using used vehicles. The intent is to have vehicles with an average age of seven years not to exceed ten years.

- B. Under ALL OPTIONS, the Board of Education shall have the option to renew the proposed five-year contract for an additional one, two, three, four or five years, each year separately, provided that written notice thereof is sent to the contractor not later than the first day of April prior to the opening of the next school year.
- C. The contractor shall furnish a sufficient number of buses to insure seats for all passengers at all times. Standees or overloading of the buses shall not be permitted at any time. The estimated number of eligible student riders for 2022-2023 is approximately 600
- D. After conferring with the Superintendent of Schools, or her designee, the contractor will submit by AUGUST 20th OF EACH YEAR, its proposed bus routes, estimated bus loads and schedules for the coming year. If the contractor fails to comply with this provision, the contractor shall pay a penalty of \$500 per day to the Lisbon Public Schools.
- E. During the term of the contract, the Board of Education may, from time to time, revise the trips and increase or decrease the mileage thereof, and may increase or decrease the number of trips. The Board of Education requires the contractor to use computerized bus scheduling. Depending on the successful bidder, routing needs to be up and running by April 1st and routes are required to be completed by August 20th of the upcoming school year.
- F. In the event that the Board of Education considers that additional trips, routes, or buses are necessary, it may require the contractor upon seven (7) days' written notice to furnish buses for such additional routes and the rate then to be paid for the buses shall be the amount per bus per day as set forth in the contractor's bid. In the event that the required number of buses is reduced, the Board of Education shall receive, as a credit, such amount per day, per bus as set forth in the contractor's bid.

II. EQUIPMENT

- A. OPTION I - NEW VEHICLES REQUIRED

Bids submitted for OPTION I - will require that all vehicles are transit school buses and shall have a chassis date of 2021, or later.

VEHICLES REQUIRED

- Projecting Eight (8) Transit Style Regular Education 71-72 passenger vehicles with a chassis date of 2021 or newer.
- Projecting 1 Type II Buses
- Projecting 1 Vans

B. OPTION II - USED VEHICLES REQUIRED

Bids submitted for OPTION II - will require that all vehicles have a chassis date of 2017 or later with a fleet average age of seven years.

NOTE: NO VEHICLE WILL EXCEED TEN YEARS OF AGE FOR THE LIFE OF THE CONTRACT.

VEHICLES REQUIRED

- Projecting Eight (8) Transit Style Regular Education 71-72 passenger vehicles with a chassis date of 2017 or newer.
- Projecting 1 Type II Buses
- Projecting 1 Vans

FOR ALL OPTIONS

The Board of Education reserves the right to confirm that the vehicles meet the specifications on a yearly basis.

NOTE: For Grades Seven through Twelve capacities will be not greater than forty-eight (48) students.

- C. All vehicles contracted under bids for OPTION I, and OPTION II, must conform to current laws, rules, regulations, policies and standards of the federal government, the State of Connecticut and the Connecticut Department of Motor Vehicles and the Board of Education and The Town of Lisbon.
- D. In addition to what is specified by the agencies listed above, all vehicles must be equipped with the following along with options listed on Attachment II:
1. All 71-72 Passenger Transit Style buses will be diesel powered with a front-engine or the approved equivalent with an acceptable provision for cold weather starting.
 2. All vehicles will be equipped with automatic transmissions and power steering.
 3. EMERGENCY "PUSH OUT" WINDOWS - At least two on each side of bus.
 4. Two Way Radio - To be installed in all vehicles including spares. If any vehicle is not equipped with an operating two-way radio the contractor shall pay a penalty of fifty dollars (\$50.00) to the Lisbon Public Schools per occurrence per day.

5. A BASE STATION RADIO FREQUENCY SEPARATE FROM THAT OF THE TOWN OF Lisbon will be required of all contractors. The base station frequency shall be a frequency, which can and may be monitored by the Board of Education. The contractor shall obtain all necessary licenses. The contractor shall provide FCC license number and frequency.
 6. All vehicles while transporting Lisbon Public School children shall have prominent identification thereon-indicating "Lisbon Public Schools.
 7. SIDE EMERGENCY DOOR - Single-point bar lock with recessed outside handle.
 8. Laminated glass.
 9. Roof Emergency Hatch/Vent
 10. Center Mounted Fuel Tanks
 11. Child Check Mate System
 12. Automatic Chain Dropping System
 13. Air Brake Equipped with Air Dryers and Automatic Slack Adjuster
 14. White Roof
 15. Digital Camera's with removable hard drives with three-camera system
 16. All car seats, harnesses, seatbelts, etc. to be provided by the contractor
- E. The buses shall be maintained in first class repair and working order and in clean and sanitary condition and shall be adequately heated and shall have sufficient power to operate in accordance with the schedule of the Board of Education under reasonably foreseeable circumstances. The operator shall inspect the bus each morning and complete and sign a School Bus Driver's Daily Inspection Report in Accordance with Connecticut Department of Motor Vehicle Regulations. Also, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the passenger compartment. All vehicles must be equipped with fire extinguishers. Tires on all vehicles shall meet Connecticut State Motor Vehicle Department requirements, and the MINIMUM tread allowed shall be 3/32 OF AN INCH at the lowest point. No retread tires will be used on the front wheels of any contract vehicle.
- F. The contractor shall establish a regular inspection program of all bus equipment and shall keep written records showing regular mileage inspections and periodic inspections so that the Board of Education or its agent may, at any time, request the written record of the inspection made by the contractor. Such records will include a specific statement concerning the mechanical condition of each individual bus and shall be on a form provided by the contractor and approved by the Board of education. The inspection program shall be made not less frequently than every 3,000 miles of operation or not less than once a month, whichever is more frequent.
- G. At any time during the contract, the Board of Education or its agent shall have the right to conduct inspections of the contractor's equipment and personnel and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the contractor. It shall be the responsibility of the contractor to carry out these recommendations within the reasonable time period designated by the Board of Education.
- H. The Board of Education, or its agent, may, on written notice, require the contractor to immediately discontinue the use of any bus which the Board of Education judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any bus shall be ordered, the contractor shall forthwith replace said bus with another bus, which is capable of fulfilling the requirements of the contract and the schedule. If the contractor fails to

comply with this provision, the contractor shall pay a penalty to the Lisbon Public Schools of the cost per bus/per day for each bus in question for each day of non-compliance.

- I. The contractor shall submit annually, no later than August 15th, a complete list of buses to be used with the contract on the form attached hereto as Attachment III, and all details required thereon must be completed. No equipment other than that listed shall be used in the performance of the contract without prior notice to and approval by the Superintendent of Schools or a designee.
- J. All vehicles shall be fitted with a device approved by the Board of Education in the foremost passenger windows on each side of the vehicle which will allow the vehicles to be identified by route number designated by the Board of Education.
- K. All vehicles used hereunder must be stored, registered and taxed in The Town of Lisbon.
- L. The contractor shall assume full responsibility for all repairs to buses caused by vandalism. The school district will cooperate with the contractor in investigations to identify the vandals.

III. PERSONNEL

- A. The contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening should be taken to assure that the children of the school district are being transported by safe and responsible drivers. The Town of Lisbon and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this contract and to reject a driver.
- B. In the event that any bus driver demonstrates unsatisfactory performance, the Board of Education shall have the right to require the contractor to replace the driver immediately after notification. The driver shall not thereafter be reinstated without approval of the Board of Education or its agent.
- C. All drivers selected by the contractor must have a current CDL-B with S and P endorsements license in compliance with state law, be of excellent character and morals, and have held a valid driver's license for at least five (5) years. Once a week the contractor will provide the BOE or its representative, with a printout of suspended endorsements.
- D. Drivers shall submit to a complete DOT physical examination required by law.
- E. The contractor shall assign a driver permanently to each route and, except in cases of emergency, the assigned driver may be changed only with the consent of the Board of Education or its agent, which consent shall not be unreasonably withheld. Each driver must become thoroughly familiar with assigned runs prior to actually transporting students.
- F. The contractor shall provide, at its expense, at least one full-time manager, whose residence needs to be approved by the Board of Education, one full-time certified safety instructor, two full-time dispatchers, and one employee to supervise the A.M. /P.M. transfer of parochial students. Prior to the contractor's hiring of individuals for these supervisory positions, the contractor shall submit the name(s) of the individual applicant(s) to the Board of Education, which reserves the right to reject any applicant prior to actual employment within ten (10) days of the contractor's submission of applicant names. The Board further reserves the right to recommend the removal of any such supervisory employee during the contract period.
- G. The contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The contractor shall be required to keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers. Each contractor must describe the safety program that will be placed in effect and include such with his/her bid. The contractor shall be required to hold monthly safety meetings with all drivers and the Board of Education reserves the right to attend these meetings.
- H. The contractor agrees to furnish to the Board of Education prior to the opening of school, by August fifteenth; and thereafter, prior to employment of other school bus operators, the following information:
 - a. Name of operator
 - b. Residence address
 - c. Telephone number
 - d. Age and date of birth

- e. Record of previous driving experience
- f. Report on previous motor vehicle violations
- g. Report on previous criminal violations
- h. Date and number of current CDL-B with S and P endorsement License
- i. School Bus Route Assignment

- I. The contractor shall file and maintain a list of approved bus drivers and substitute bus drivers with the Superintendent of Schools, and no person may operate a school bus in The Town of Lisbon pursuant hereto whose name does not appear on said approved list, except in cases of bona fide emergency.

IV. SPARE EQUIPMENT AND PERSONNEL

- A. The contractor shall, at all times, during the period of this contract, provide at least 5 spare buses to include one of each type of vehicle with equipment to be equipped as previously specified, to be used in the event of any accidents, breakdowns, delays, emergencies, driver absences, etc.
- B. The contractor shall provide in the manager's office, one unlisted number for emergency use in addition to such other telephones as normally required. The cost of the spare buses, the spare drivers, the unlisted telephone, and the full-time manager and the staff shall be absorbed by the contractor who shall be paid only at the proposed price per bus for the number of buses actually in operation.

V. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The contractor and drivers will be required to comply with the laws, rules, regulations and policies of the federal, state, and local governments (including those of The Town of Lisbon and the Board of Education, which are attached hereto as Attachment II and which will be provided to the Contractor within ten days after any addition or change) pertaining to school bus Transportation. It shall be the responsibility of the contractor to make certain that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies, as well as the contents of the master route manual and any other transportation manual, which the school system might publish.
- B. All vehicles must be maintained and equipped in accordance with Connecticut State laws, regulations of The State Department of Education, State Motor Vehicle Department, The Connecticut State Police, The Town of Lisbon and The Board of Education. The contractor will be required to ensure all new vehicles outlined In Option I and Option II comply with the rules and regulations outlined above.

VI. INDEMNIFICATION

The contractor will be required to indemnify The Town of Lisbon and the Lisbon Board of Education and to hold them harmless from any loss, which The Town of Lisbon or the Board of Education may sustain for any cause arising out of the performance of the contract by the contractor.

VII. FAILURE OF OPERATION

If a contractor fails to make any run or trip in accordance with the approved schedule because of failure of equipment or personnel, the Board of Education may deduct from the monthly invoice a sum

equal to the payment for the service not provided (number of runs a day divided by cost per bus per day.)

Arrival after the start of the scheduled student day in the morning or fifteen (15) minutes or more after scheduled afternoon dismissal time shall constitute failure to provide a trip or run. If any student is dropped off at an unauthorized stop or if any driver fails to make all authorized stops on any assigned route, this action shall also constitute a failure to make a run or trip.

The fifteen-minute rule becomes null and void during inclement weather and at other times when hazardous conditions exist.

VIII. SCHOOL DAYS DURING THE YEAR

Contracts shall apply to all days when school shall be held between the first day of school for the 2022-2023 school year and June 30, 2024, 2025, 2026, and 2027. Although public, private, parochial, magnet and vocational technical school calendars may vary, each school listed on Attachment I hereto shall be entitled to service for 181 days per year. Any additional days for which service might be required shall be paid at the per bus/per day rate as set forth in the contractor's proposal.

IX. BUS AVAILABILITY AND SCHEDULE DETAILS

- A. The starting time for Regular Education transportation will require service from 5:30 A.M. to 6:00 P.M. each school day, and the contractor shall have all buses available to the Board of Education for its exclusive use during such time. This includes all schools under the responsibility of the Lisbon Public Schools with regard to transportation. Regular Education vehicles will be available for a 12hour day and some will be available for 10 hours a day.
- B. Delivery of the pre-school and kindergarten students on the mid-day run will not exceed thirty (30) minutes, and delivery of students in grades 1-8 will not exceed forty-five (45) minutes. Exceptions are made for out of district placements.
- C. The contractor agrees to furnish upon request, and in accordance with rates provided for in the Transportation Bid form and made part of the contract, such buses as the school system may need for transporting school children on field trips during the school day, for transporting students to athletic events and other school-sponsored activities, either in or outside of the towns after 6pm.
- D. The contractor shall familiarize himself with all operating conditions including bus routes, route mileage, road conditions, local regulations, time schedules and any other conditions, which shall affect the transportation of students covered hereby.
- E. The contractor must adhere to the bus routes and stops as approved by the Board of Education. Changes in the routes, time schedules, or designated stops may be made and any of the routes may be eliminated or consolidated at the discretion of the Board of Education or its agent to meet changed conditions, and any such changes shall be duly noted and initialed in the master route manual by the contractor.
- F. The contractor will render upon request periodic reports to the Board of Education or Superintendent of Schools.

- G. The transportation company shall provide the number of vehicles necessary to transport the students from their Lisbon or other address to the specified placement address.
- H. The bus contractor shall agree to transport students according to the school calendar in effect for each of the placement institutions or schools, with the provision that each of these agencies reserves the right to change the calendar as conditions may warrant.
- I. During inclement weather, the following procedure is used to alter transportation schedules or cancel transportation service.
 - a. If school in Lisbon is closed, no students are to be transported to other In-District & Out-of-District programs.
 - b. If school in Lisbon has a delayed opening, then students will also be delayed in being transported to In-District & Out-of-District programs. In both of the above situations, the Superintendent's Office of the Lisbon Public Schools will notify the transportation company of the circumstances.
- J. If the Lisbon Public Schools cancels school, delays opening, or closes early, it is their responsibility to directly notify the transportation company of the situation. If a student will not be attending school due to illness or the other circumstances, it is the responsibility of the parent to notify the transportation company directly. Should transportation service be required, the transportation company agrees that they will abide by the decision of the Board and will run routes as normally as is possible.
- K. Transportation will be required for approximately a 181-day school year and, for specific students, summer programs that could range from 15-50 days.
- L. Unless authorized by the Pupil Services Department of Lisbon, students from other school districts will not be permitted to ride with Lisbon students for the purpose of consolidation of routes to/from specific placement addresses. Lisbon students will be permitted to ride together for the purpose of consolidation of routes to/from specific placement addresses.
- M. If, during the life of the contract, increases or decreases in; In-District & Out-of-District placement occurs which would require the use of additional or fewer vehicles; the contractor shall supply the necessary vehicles and drivers. All payments or credits are to be based on rates in existence at the time.
- N. The contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The contractor shall be required to keep a log of training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers. Each contractor must describe the safety program that will be placed in effect and include such with his/her bid.

X. COMPLAINTS

The contractor will investigate all complaints, keep a log of such complaints, and will report the action taken to the Transportation Coordinator within twenty-four (24) hours, which report will be confirmed promptly in writing.

XI. EMERGENCIES - SCHOOL CLOSING

- A. Weather conditions or other emergencies which require closing of schools or delayed opening will be determined by the Superintendent of Schools.
- B. No change, elimination or consolidation, except to meet unexpected or emergency conditions, will be made until after the contractor has been given an opportunity to confer with the Board of Education or its agent with respect thereto at least one day in advance or such change, elimination or consolidation. All bus routes and bus stop changes suggested by the contractor must be approved in advance by the Board of Education or its agent and any permanent changes shall be noted and initialed in the master route manual by the contractor. The Police Department of The Town of Lisbon may review existing and proposed bus routes and bus stops relative to safety and welfare.
- C. It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.
- D. The contractor shall pick up and return children as designated by the established schedules. In the event an established route cannot be completed, another bus shall be sent to complete the route or the children shall be returned to their respective schools.

XII. ACCIDENTS AND DELAYS

- A. The Superintendent or his/her designee shall be notified of all occurrences, accidents, and all injuries, regardless of extent, as soon as possible, but not later than the close of the workday on which they occurred.
- B. In addition to the notice required in Section A, any accident involving personal injury must be reported to the Superintendent or his/her designee in writing within 24 hours of the accident.

XIII. PAYMENTS AND COMPENSATIONS

- A. The contractor's compensation for the performance of the obligations hereunder shall be based on the number of buses furnished at the per diem rate per bus as set forth in the contractor's proposal.
- B. It is specifically understood that no other payments shall be made to the contractor who shall furnish all of the drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required including spare buses and drivers, the full-time manager and staff and other services necessary for the proper performance of the contractor's duties.
- C. The contractor shall submit monthly invoices to the Lisbon Board of Education in such detail as the Lisbon Board of Education shall require. Payments shall be made within thirty (30) working days after invoices have been received for the preceding calendar month.

- D. Acceptance by the contractor of such monthly payment shall release the Board of Education and The Town of Lisbon from all claims and all liability to the contractor in connection with this contract arising during the period for which the payment is made, but no payment shall operate to release the contractor, sureties, or insurers from any obligations under contract or the performance and payment bond or any insurance policies issued in connection with the contract.

XIV. RESPONSIBILITY FOR STUDENTS AND DISCIPLINE

- A. The contractor shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student starts to enter the school bus and shall be deemed to have ended when the student has completed alighting from the bus.
- B. Drivers will remain seated in the driver's seat at all times while children are loading or unloading and shall not leave the bus while the motor is running. Under no circumstances may the driver leave the bus without shutting the engine off and removing the keys with students aboard.
- C. In the event of extreme disciplinary infractions by students on buses, which in any way imperil safe operations, the contractor shall require that operators shall stop the bus and not proceed until discipline is voluntarily restored. The contractor's office is to be immediately alerted via radio. The operator shall report all such occurrences to the contractor, and the contractor shall notify the Principal of the school concerned for action. However, under no condition shall a student be "put off" a bus while it is in transit and thereby exposed to the hazards of walking either on the way to school or on the way home as punishment by the driver. The driver shall be in full charge of the bus and shall allow no misbehavior. The names of any students who misbehave or who cannot be managed by the bus driver shall be reported to the appropriate school administrator on forms provided by the Board of Education. Smoking by the driver or students shall not be allowed on buses at any time. Driver's cell phones need to be turned off while bus is in motion.

XV. MAINTENANCE AND SUPPLIES

- A. The contractor agrees to keep each bus in good working order and to furnish all necessary fuel, oil, grease, tires, etc.
- B. The contractor agrees to maintain a daily record showing the number of gallons received by each vehicle designated by its bus number. The contractor shall provide these records to the LCS Business Manager on a monthly basis.
- C. No bus shall have any students on board and no students shall be on the premises during the refueling procedure.
- D. The Contractor will be responsible for the cost of vandalism to the vehicles.

XVI. ESTIMATED MILEAGE - SCHOOL YEAR

For the information of prospective contractors the following information is supplied concerning the MILEAGE ESTIMATES UNDER THE CURRENT YEAR'S OPERATIONS:

The aggregate miles to be traveled by regular education buses per year are estimated to be XXXX miles.

THE FIGURE SET OUT ABOVE IS BASED UPON PRESENT BUSING PATTERNS, EXISTING DISTRICT LINES AND SESSION HOURS. Any significant change in any of these areas could have an effect on the mileage required.

XVII. NON-ASSIGNABILITY OF CONTRACT

The rights of the contractor shall not be assignable nor the duties delegable by the contractor in whole or in part without prior written approval of The Town of Lisbon and the Board of Education.

XVIII. SPECIFICATIONS PART OF CONTRACT

It is to be understood that these specifications will be made a part of any contract, which may be entered into between the Board of Education, The Town of Lisbon and the contractor.

XIX. FINANCIAL AUDIT

- A. At any time between July 1 and December 1 in any school year, the Board of education shall have the right to conduct a financial audit of the contractor's records in order to determine the costs of operation hereunder. Such audit shall be at the cost of the board of Education, and no more than one audit shall be conducted each year. The board of Education shall submit the name of three auditing firms to the contractor, and the contractor shall promptly select the firm to make the audit from the three names submitted.
- B. The Superintendent or other representative of the Board of Education, upon reasonable notice, may inspect, during normal business hours, at the contractor's place of business, the following records of the contractor:
 1. Records relating to vehicle preventive maintenance major and minor repairs and replacement of worn equipment and tires;
 2. Payroll and personnel records for employees of the contractor who perform work related hereto; and
 3. Financial and accounting books or records, which contain information relative to the cost of providing service hereunder. The Board of Education acknowledges that the commercial and financial information obtained pursuant to items 2 and 3 above is given in confidence by the contractor and shall not be disclosed by the Board of Education or its representative to any member of the public.

XX. DISCLAIMER OF AGENCY

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

XXI. RESERVATION OF RIGHTS

The Board of Education reserves the right to use buses other than those furnished by the contractor for certain field trips and athletic trips, as well as additional transportation needs for other reasons.

XXII. RIGHT OF SET-OFF

The Board of Education shall have the right to set off against any monies due hereunder to the contractor any unpaid penalties incurred by the contractor as specified herein.

BID FORMS

Lisbon Board of Education

**TRANSPORTATION SERVICES REQUEST FOR
PROPOSAL FORM**

(Please read, sign and submit with Spread-Sheet)

Pursuant to and in compliance with your Request for Proposals and your Instructions to Contractors; relating thereto, the undersigned,

(Name of Contractor)

having carefully examined the complete specifications and together with all addenda issued and received prior to scheduled closing time for receipt of proposals hereby offers and agrees to provide all equipment and services in accordance with the attached specifications dated _____, 2021/2022.

The authorized person(s) signing below further certifies that this/her proposal has been prepared without collusion with any other proposal, District of Education, or any employee of the District of Education, and is unaware of any direct, personal pecuniary interest of any employee of the District of Education in the outcome of this/her proposal.

Authorized Signature: _____

Typed/Printed Name: _____

Address: _____
Street Address City State Zip Code

Telephone Number: _____ Fax Number: _____

Email Address: _____

All proposal envelopes must be sealed and clearly marked:
Lisbon Board of Education

**TRANSPORTATION SERVICES REQUEST FOR PROPOSAL
ALTERNATIVE FORM**

(Please read, sign and submit with Alternative Proposal)

Pursuant to and in compliance with your Request for Proposals and your Instructions to Contractors; relating thereto, the undersigned,

(Name of Contractor)

having carefully examined the complete specifications and together with all addenda issued and received prior to scheduled closing time for receipt of proposals hereby offers and agrees to provide all equipment and services in accordance with the attached specifications dated _____, 2021/2022.

The authorized person(s) signing below further certifies that this/her proposal has been prepared without collusion with any other proposer, District of Education, or any employee of the District of Education, and is unaware of any direct, personal pecuniary interest of any employee of the District of Education in the outcome of this/her proposal.

Authorized Signature: _____

Typed/Printed Name: _____

Address _____

Street Address City State Zip Code

Telephone Number: _____ Fax Number: _____

Email Address: _____

Lisbon Board of Education

**TRANSPORTATION SERVICES REQUEST FOR
PROPOSAL**

Lisbon Board of Education Equipment List

(Name of Contractor)

List all Equipment proposed to be used.

	Make	Model	Year
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Authorized Signature: _____

Typed/Printed Name: _____

Lisbon Board of Education

**TRANSPORTATION SERVICES REQUEST FOR
PROPOSAL**

EQUAL OPPORTUNITY EMPLOYER - STATEMENT OF EMPLOYMENT POLICY

(Name of Contractor)

NOTICE TO CONTRACTOR

The Lisbon Board of Education of Connecticut, are Equal Opportunity Employer. The Boards have made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State statues and Executive Orders pertaining to nondiscrimination.

In order for the Contractor to be placed on the District and Towns acceptable Contractors List and thereby be eligible for consideration as a source for goods and services, the Contractor must complete the below Affirmative Action Statement.

STATEMENT OF EMPLOYMENT POLICY

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

In addition, this Firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statues noted above.

Authorized Signature: _____

Typed/Printed Name: _____

Lisbon Board of Education

TRANSPORTATION SERVICES REQUEST FOR PROPOSAL

NON-COLLUSIVE PROPOSAL STATEMENT

(Name of Contractor)

All Contractors are required to sign a Non-Collusive Statement with all public Proposals as follows:

1. The Proposal has been arrived at by the Contractors independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other Contractor or materials, supplies, equipment, or services described in the Advertisement for Proposals, designed to limit independent Contractors or competition, and
- 2, The contents of the Proposal have not been communicated by the Contractor or its employees or agents to any person not an employee or agent of the Contractor 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.

Authorized Signature: _____

Typed/Printed Name: _____

INDEMNIFICATION AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Town of Lisbon as well as their Board of Education within Connecticut its employees, agents and servants, from any liability, claim, expense, cause of action, loss or damage whatsoever, for any injury, including death to any person or property; whether covered by insurance or not, unless such injury or damage is caused by the sole negligence of the Town or Board of Education, its agents or servants. The Town or Board of Education shall be held harmless specifically for attorney's fees and the Contractor is expressly obligated to defend any and all claims that shall arise through this contract.

Authorized Signature: _____

Typed/Printed Name: _____

**LISBON BOARD OF EDUCATION
TRANSPORTATION SERVICES**

PROPOSAL (BID) BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____ as Principal, and _____ as Surety are held and firmly bound unto the Lisbon Board of Education of Connecticut, hereinafter called "The Board of Education", in the penal sum of _____ Dollars, (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying proposal, dated _____ 2022 for Transportation Services,

NOW THEREFORE, if the Principal shall not withdraw said Proposal within the period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and Board of Education, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Board of Education in accordance with the Proposal as accepted, and give bond with good and sufficient performance and proper fulfillment of such contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of the Proposal Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ Day of _____ 20____ the name and corporate seal of each by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Proposal Bond shall be valid unless agreed to in writing by the parties to this/her bond.

In presence of:

(Individual Principal Signature)

_____(SEAL)

(Principal Name -Print)

(Business Address)

Attest:

(Signature)

(Business Address)

Attest:

By: _____

Affix
Corporate Seal)

(Signature)

(Corporate Surety)

(Business Address)

By: _____

(Affix Corporate Seal)

Countersigned by: - - - - -

* Attorney-In-Fact. State of _____

* Power-Of-Authority for person signing for Company must be attached to Bond Surety