City of Shelton

Shelton Public Schools

Student Transportation

School Year: 2018/19
May 21, 2018

Dear Members of the Board of Aldermen,

Attached please find an overview of the many meetings and communications related to student transportation.

Thank you for your consideration when determining the availability of the fleet of propane yellow school buses purchased for transporting thousands of Shelton students to and from school each year.

I will be willing and ready to answer any questions you may have on this important issue.

Chris Clouet
Superintendent of Schools
Transportation Bid Timeline

1. December 20, 2013 – Operating Agreement for School Buses between Landmark and the City of Shelton (Landmark to pay City for use of buses $1)
3. November 3, 2017 - RFP completed & advertised
4. November 8, 2018 – RFP emailed to 8 vendors
5. November 30, 2017 – Mandatory pre-bid meeting (7 vendors attend)
6. December 11, 2017 – Meeting with mayor
7. December 21, 2017 – Bids opened (4 vendors submit bids)
8. Ad Hoc Review Committee formed – Mark Holden, Anne Gaydos, Amanda Kilmartin, Catherine Araujo, James Burns, Christopher Clouet, Ed Drapp
9. February 5, 2018 – Interviews conducted with four vendors
10. February 8, 2018 – Meeting with Mayor and Paul Hiller
11. February 8, 2018 – All four vendors contacted to clarify their bids and adjust bids based on RFP criteria, and/or clarify assumptions made in their bids (See Exhibit 1)
12. February 9, 2018 – Met with B & B
13. February 9, 2018 – B & B withdraws bid
14. Week of February 12, 2018 – First Student, Durham, and Landmark respond to February 8 request
15. February 20, 2018 – Transportation Ad Hoc Committee reviews adjusted bids (expresses preference for vendor pending negotiations)
16. February 21, 2018 – Finance Committee meeting, Paul Hiller & John Anglace attend executive session
17. February 23, 2018 – Chris & Ed meet with Mayor and John Anglace
18. Ongoing meetings and discussions with vendors
19. Ongoing meetings and discussions with vendors
20. March 8 – Chris & Ed meet with Mayor and John Anglace
21. March 19, 2018 - Meeting with Mayor
22. March 21, 2018 – Meeting with Mayor (Graduation)
23. Discussion with Valley Transit
24. March 28, 2018 – Meeting with Mayor
25. April 5, 2018 – Meeting with Mayor, Ken Nappi, Jim Burns, Matt Proctor, Dave W.
26. April 16, 2018 – Meeting with Ken Nappi
27. April 30, 2018 – Meeting with Ken Nappi
28. May 1, 2018 – Meeting with Mayor
29. May 2, 2018 – Draft of Potential MOU to Ken Nappi
30. May 3, 2018 – Email from Jack Bashar communicating Mayor’s new directive that the Shelton School District cannot use the city’s buses
31. May 9, 2018 – Article Connecticut Post, “Who Will Drive the School Buses in Shelton?”
32. May 15, 2018 – Letter from Atty. Chris Chinni to Atty. Francis Teodosio
34. May 16, 2018 – SheltonHerald.com online article, “Bus contract could cost education board $1 million”

35. May 17, 2018 - Shelton Herald letter to editor, Shelton Herald, “Lauretti’s decision could cost Education Board $1 million” signed by Mark Holden, Tom Minotti, Kate Kutash, Anne Gaydos, Mandy Kilmartin, David Gioiello

36. May 21, 2018 – Board of Aldermen Special Meeting – Transportation Update
2018-2019 (Subsequent School Year)

Scenario 1
In 2018-19, if the City of Shelton allowed the low-bid contractor to use the city owned buses, the bus facility, and contribute to the cost of propane, JUST AS IT HAS FOR THE PAST FIVE YEARS, the combined cost of transportation will be $4,034,605, thus saving the taxpayers $420,637.

Scenario 2
If however, the City withholds access to the buses, bus facility, and propane, the cost of transportation will increase to $4,783,234, thus costing the taxpayers $748,629 more than is being spent in the current school year.

<table>
<thead>
<tr>
<th></th>
<th>2017-18</th>
<th>2018-19</th>
<th>2018-19</th>
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<tbody>
<tr>
<td></td>
<td>Estimated</td>
<td>Scenario 1</td>
<td>Scenario 2</td>
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<tr>
<td>City of Shelton</td>
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<tr>
<td>Lease Payment on School Bus Fleet</td>
<td>1,132,566</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Propane fuel for buses</td>
<td>120,000</td>
<td>120,000</td>
<td>-</td>
</tr>
<tr>
<td>Less: Revenue for bus facility</td>
<td>(65,000)</td>
<td>(65,000)</td>
<td>-</td>
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<tr>
<td>Total City expenses for transportation</td>
<td>1,187,566</td>
<td>55,000</td>
<td>-</td>
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<tr>
<td>City Savings</td>
<td></td>
<td>(1,132,566)</td>
<td>(1,187,566)</td>
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<tr>
<td>Shelton Public Schools</td>
<td></td>
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<tr>
<td>Daily Home-to-School</td>
<td>2,589,421</td>
<td>3,174,757</td>
<td>4,102,022</td>
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<tr>
<td>Aides/Monitors</td>
<td>498,887</td>
<td>612,423</td>
<td>608,787</td>
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<tr>
<td>Summer School</td>
<td>59,368</td>
<td>72,425</td>
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<tr>
<td>Total SPS expenses for transportation</td>
<td>3,267,676</td>
<td>3,979,605</td>
<td>4,783,234</td>
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<td>City &amp; SPS Transportation Costs</td>
<td>4,455,242</td>
<td>4,034,605</td>
<td>4,783,234</td>
</tr>
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2018-19 v. 2017-18
Scenario 1 - Net Reduction in Transportation Costs (420,637)
Scenario 2 - Net Increase in Transportation Costs 327,992

2018-19 - Scenario 2 v. Scenario
Net Increase in Transportation Cost 748,629
Taxpayers will pay less for transportation if City remains consistent and follows same guidelines it has for the past five years.

Taxpayers will unnecessarily pay more if City breaks from five year practice of providing buses and transportation facility to private contractor

2017-2018 (Current School Year)
In 2017-18, the City of Shelton and the Shelton Public Schools will collectively spend an estimated $4,455,242 on Home-to-School transportation and Summer School.

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| **Shelton Public Schools**            |         |           |
| Daily Home-to-School                  | 2,589,421|           |
| Aides/Monitors                        | 498,887  |           |
| Summer School                         | 59,368   |           |
| Propane fuel for buses                | 120,000  |           |
| **Total SPS expenses for transportation** | 3,267,676 |           |

| **City & SPS Transportation Costs**   | 4,455,242|           |
CITY OF SHELTON

RFP BID# 38-39

Transportation Services for Shelton Public Schools

Sealed Bids (TWO COPIES) must be delivered and received at the Office of the Purchasing Agent, Room 200-B, 54 Hill Street, Shelton, CT 06484 before **11:00 A.M. local time on THURSDAY, November 16, 2017** and publicly opened and read aloud at 3:00P.M. on such date in room 104 City Hall, Shelton, CT.

The Purchasing Department at Shelton City Hall is **Closed on Mondays**.

City of Shelton is an Equal Opportunity Employer

Gene Sullivan
Purchasing Agent
(203) 924-1555 x 1305
g.sullivan@cityofshelton.org
November 3, 2017
PROPOSAL TO PROVIDE TRANSPORTATION SERVICES TO THE SHELTON PUBLIC SCHOOLS

OVERVIEW

This document was intended to solicit “turnkey” proposals from qualified vendors to provide school bus operation services for the transportation of students for the Shelton Public Schools for the 2018-2019 school years through the 2022-2023 school years. A general overview follows:

The City of Shelton will own and provide to the transportation services provider (TSP) a fleet of 60 new propane auto-gas fueled buses for the duration of the contract. The contract will be a five year contract. A separate document, an equipment operating agreement, will be executed between the City and the TSP. The transportation service provider must operate, maintain and insure the buses to the standards required by the City and lease financier. The City will provide a bus yard and associated facilities, to be leased to the TSP for consideration to be determined by the City and TSP. The facility lease will also be executed with the City. The bus yard is located at 35 Riverdale Avenue, Shelton, CT. The Board of Education pays the water and electric bills for the existing bus office located in the trailer. It is the responsibility of the TSP to secure appropriate telephone/data lines to be able to effectively exchange information with the school district and its headquarters. The City and Board of Education will provide all of the fuel required to implement the transportation operation including a propane auto-gas fueling station which will be located in or near the bus yard and the necessary gasoline and diesel fuel. It will be the TSP’s responsibility to fuel the buses and notify the district when the on-site tank needs to be refilled.

The transportation provider will be expected to provide the following on site positions:
- A full time Terminal Manager,
- A full time dispatcher,
- A full time safety coordinator,

The TSP will be expected to provide 61 properly licensed school bus drivers (56 regularly assigned drivers and 5 spares)
The TSP will be expected to provide 15 monitors (13 regularly assigned and 2 spares)
A part time mechanic or “Yard Man” who provides maintenance and support functions.
The TSP will be expected to provide appropriate support to the local operation through its overhead; i.e. executive management, HR functions, legal support, off site maintenance, etc.

It will be the responsibility of the TSP to provide for the basic functioning of the yard to include bus and staff parking arrangements, snow plowing, weed and pest control, office cleaning and maintenance, periodic spreading of millings and such other activities as are necessary to insure a successful day to day operation.

Each potential operator must inform itself fully as to the existing conditions relative to the fulfillment of the Contract(s) Proposed. In that regard, all Proposers are invited to review, among other things, the routing schedules used in the 2017-2018 school year which are available on the District website or available in hard copy upon request.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. Therefore, the District envisions a proposal based upon a price per vehicle for those vehicles necessary to meet the needs of the program as described herein.
It is expected that the 60 buses owned by the City will provide sufficient capacity to meet the needs of the district; however, there may be occasions, i.e. buses out of service, numerous athletic runs scheduled for the same day, and/or field trips where additional buses are require. It is expected that the TSP will provide such additional buses from its fleet, at a daily rate to be determined. Such buses will be made available immediately and the level of service will be transparent to the users.

PROGRAM DESCRIPTION – 2018-2019 SCHOOL YEAR

PROFILE – SHELTON PUBLIC AND PAROCHIAL SCHOOLS:

- There are 8 Public Schools and 1 Parochial School in Shelton
- Approximately 4800 students from pre-kindergarten to grade 12 are eligible for transportation.
- One District-wide Special Ed programs, Pre-K @ Mohegan
- Five Elementary schools (grades K-4)
- One Upper Elementary schools (serves grades 5 & 6 – city wide)
- One Intermediate school (serves grades 7 & 8 – city wide)
- One High School (serves 9-12 – city wide)
- Daily home to school/school to home transportation for approximately 80 students to regional vocational/technical schools, Emmitt O’Brien (Ansonia) and Platt Tech (Milford)
- Daily home to school/school to home transportation for approximately 25 students to the Vocational Agriculture School in Trumbull
- Daily mid-day school to school transportation for approximately 60 students from SHS to Vocational Aquaculture School in Bridgeport – students return to the high school before 2:00PM
- Daily mid-day school to school transportation to (2) Magnet Schools, one in New Haven and one in Trumbull – students are returned to Shelton High School @ 4:30PM
- Shelton’s transportation system is built around a three tier system with most buses operation all three tiers.
- The regular program consists of 181 school days plus additional days for “practice runs”, Kindergarten safety day, back to school safety days, etc.

TRANSPORTATION SERVICES REQUIRED:

- Contractor will operate 47 City of Shelton provided Type I (77 passenger) (year) Propane Auto-gas buses to transport students on school to home and home-to-school runs. Most buses are routed to provide 3 tier services through the District.
- Contractor will operate 7 City of Shelton provided Type I (47 passenger) (year) Propane Auto-gas buses to transport students on home-to-school runs and school to home runs.
- Contractor will operate 6 City of Shelton provided Type II (30 passenger) (year) Propane Auto-gas buses to transport special needs students, Pre-Kindergarten students and other students on home-to-school runs and school to home runs. Type II buses will be wheel chair ready with air conditioning.
- Summer School operates for 28 days, from (date) to (date). Contractor will operate 10 City of Shelton provided Type I (year) Propane Auto-gas buses and, 2 Type II (year) Propane Auto-gas buses, providing home to school and school to home transportation to Shelton Intermediate School, with an (time) start and an (time) departure, Monday-Thursday.
• Also in the summer, there were nearby out of town routes to four destinations, generally one bus for each location. A total for all four buses was 90 bus-days @ 4 hours per day; single tier.
• The District requires 61 proper licensed school bus drivers (56 regular / 5 stand-by) and 15 Aides (13 regular / 2 stand-by) to provide services for 323 routes.

SPORTS AND FIELD TRIPS

All sports and field trips are part of this contract and are expected to be fully serviced by the contractor.

A (year) survey of springs sports trips showed that 2 daily buses would cover 60% of the planned trips, 3 daily buses would cover 85% of the trips. Bus requirements for sports will require four buses on approximately 7 occasions, plus reschedules for weather and playoffs.

Minimum: 2 hours minimum billing
Quarter hour increments will be used.

Two hours notification of cancellation is required, or a fixed fee of $75.00 will apply.

HOME TO SCHOOL AND SCHOOL TO HOME
REGULAR SCHOOL HOURS

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>REGULAR HOURS:</th>
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<tbody>
<tr>
<td>Sunnyside EL</td>
<td>9:00 am – 3:45 pm</td>
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<tr>
<td>Booth Hill EL</td>
<td>9:00 am – 3:45 pm</td>
</tr>
<tr>
<td>Elizabeth Shelton EL</td>
<td>9:00 am – 3:34 pm</td>
</tr>
<tr>
<td>Long Hill EL</td>
<td>9:00 am – 3:45 pm</td>
</tr>
<tr>
<td>Mohegan EL</td>
<td>9:00 am – 3:45 pm</td>
</tr>
<tr>
<td>Mohegan AM Pre-K</td>
<td>9:00 am – 11:50 am</td>
</tr>
<tr>
<td>Mohegan PM Pre-K</td>
<td>12:50 pm – 3:45 pm</td>
</tr>
<tr>
<td>Perry Hill School</td>
<td>8:15 am – 3:00 pm</td>
</tr>
<tr>
<td>Intermediate School</td>
<td>8:05 am – 2:50 pm</td>
</tr>
<tr>
<td>High School</td>
<td>7:25 am – 2:10 pm</td>
</tr>
</tbody>
</table>

Transportation Services Staffing

Terminal Manager

A "Terminal Manager" (or similar function/title) will be provided by the Contactor, the manager will be directly responsible all aspects of the overall operation of the transportation program within the district. The Terminal Manager also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State of Connecticut purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports, and provision of all required reports. Said Manager and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day’s hours of
service, and for meetings with representatives of the District. The Manager is required to meet all State regulations and training requirements.

The Terminal Manager is precluded from driving any or maintaining any bus driver duties. Sufficient management personnel shall be maintained and available, at the bus yard, from at least (time) to (time) to insure that neither the Terminal Manager nor the Dispatcher shall be offsite driving when school is in session. The Terminal Manager must be located at the transportation facility located within the City of Shelton. The Manager must be provided with a cell phone, with the number provided to the District, and be available to the District during the day. Additionally, emergency contact information must be provided to the District in order to facilitate contact with the Terminal Manager and Dispatcher(s) in the event of a school emergency or school cancellation prior to normal operating hours.

The Manager is expected to be onsite, and directly involved when AM and PM routes are operating and be directly involved in the assignment of buses, drivers and aides.

A dedicated phone line will be available on the telephone system at the bus yard for contact between the bus terminal and the Shelton Public Schools. This line must be part of the regular sequence of lines at the terminal. The contractor shall provide at least three telephone “land lines”; a primary line, a “rollover line” and a third line which shall be for the exclusive use of the District to call the contractor.

Dispatcher

A “Dispatcher” function shall exist within the terminal with said position staffed from one (1) hour before to one-half (1/2) hour after the AM and PM route times, i.e. 5:00 AM through 5:00 PM or until 30 minutes after the last bus returns to the yard. The District believes that there should always be at least two responsible individuals at the location, during operating hours to provide leadership and management in the event that one has to leave for an emergency. Person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, and the use of Versatrans (the district’s routing software), effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall not serve as a regularly assigned or scheduled route driver during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and Dispatcher on-site.

The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatcher will maintain contact with the District Office that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Terminal Manager and dispatcher must be provided with a company provided cell phone and be available to the District during the day.

Driver Trainer / Safety Coordinator

Each driver and aide performing services pursuant to the Contract shall be involved in all Safety Programs which are or may be required by the laws, rules and regulations of State of Connecticut. The Contractor shall employ a qualified “Driver Trainer / Safety Coordinator” who will also personally travel
each route with the assigned driver at least once a year to assess not only the driver’s performance but route hazards and equipment efficiency. The Driver Trainer / Safety Coordinator will assist in overseeing all background checks, driver and bus aide training, road observations and license renewals. Any Contractor hereunder must comply particularly with the Regulations of the State of Connecticut as they apply to safety regulations for drivers and aides, and thorough background checks.

Part-time Mechanic

The Contractor shall employ a qualified Part-Time Mechanic or “Yard Man” on site, to perform routine maintenance and trouble-shooting of vehicles as well as Bus Yard maintenance. It is expected that the TSP will have, on staff at an offsite location, mechanics trained and certified to maintain and repair vehicles fueled by propane auto-gas.

Internet / Versatrans / Computers

The Contractor will provide high speed access to the Internet and the Contractor is responsible for the training necessary to allow the Contractor’s employees to maximize the use of this resource. The Contractor will have email accounts assigned by the Shelton Public Schools and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient office and computer equipment to support the efficient use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, the terminal is required to have “read-only” access to the District’s routing software (VersaTrans). The District shall pay any costs associated with any licenses required for the Contractor to operate the software. However, the Contractor is responsible for any internet costs and related computer equipment with sufficient operating capability and capacity to utilize the routing software effectively.

Insurance

Compliance with Insurance Requirements:

Enclosed with the Proposal the Proposer must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in this Request for Proposal will be met. The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best’s Insurance Guide as a “secured carrier” with a rating of “A-“ or better.

Minimum amounts maintained in force by Proposer at its own expense shall be:

a. Automobile insurance. Symbol “1”, covering all automobiles and buses, including hired and non-owned vehicles is preferred. However, at the District’s discretion, alternative symbols will be considered. The District and/or its representatives retain the right to make inquiries to the Proposer, its agents or broker and insurer directly. Limits shall be $1,000,000 combined single limit (bodily injury and property damage). Coverage at least equal to ISO form #CA 00 01 12 93. No manuscript endorsements reducing or limiting coverage are allowed unless approved beforehand by the District.
The automobile liability insurance shall also cover any liability arising out of the use by the Proposer of hired or non-owned vehicles as might be used incident to the completion of the contract.

b. Commercial General Liability with limits of at least $1,000,000 per occurrence/$2,000,000 aggregate to apply per location and/or per project. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage at least equal to ISO form #CG 0001 10 93. No manuscript endorsements reducing or limiting coverage unless approved beforehand by the District.

c. $15,000,000 Umbrella or excess liability coverage. Must be at least following form of underlying coverages.

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

e. Workers Compensation coverage covering all employees in amounts as required by Connecticut law.

f. Disability Benefits coverage covering all employees in amounts as required by Connecticut laws.

g. Unemployment insurance coverage covering all employees consistent with the requirements of Connecticut laws.

h. Sexual misconduct insurance coverage shall be included with the General Liability policy.

i. The bus lot will be a facility provided by the City, therefore, the appropriate garage keepers and tenant insurance policy must be provided.

Said policy or policies shall be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the Board of Education of cancellation or content change. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Proposer hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the Proposer’s insurance policies, in the form of a policy endorsement, with the exception of Workers Compensation. The policy naming the District as an additional insured shall state that the Proposer’s coverage shall be primary coverage for the District, its Board of Education, employees, and volunteers. The Proposer shall self-insure any applicable deductibles, and the Proposer shall also agree to indemnify the District for any applicable deductibles. Additional insured status shall be granted by ISO endorsement CG 2026, CG 20 10 11 85 or its equivalent.

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

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

The Contractor shall hold harmless, defend and indemnify the District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the District by third parties, employees of the District, or employees of the Contractor.

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

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

Books and Records

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

CONTRACTOR'S RESPONSIBILITIES

Drivers, Aides & Other Personnel Matters

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

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any manager, dispatcher, bus drivers or bus aides or to direct that they be replaced, without being limited to considerations of health and driving records. The Board also reserves the right to directly employ certain bus aides to provide specialized services or medical support to individual students.

All office staff, drivers and aides provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way. All bus drivers and aides must wear photo identification tags, provided by the contractor, whenever they come in contact with students or school building personnel while working in their assigned tasks. As a part of the submission required with this bid, the Bidder shall submit to the District a copy of its dress code applicable to drivers and aides.

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

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

This Contract includes provisions for the Contractor to provide Bus Aides as required by the District. All such aides shall receive all physical examinations and testing as may be required by applicable regulations.

Each driver performing services pursuant to the Contract must undergo a physical examination. Should regulations require physical examinations for bus aides; these will also be the responsibility of the Contractor.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations.

The Contractor shall submit to the District no later than 21 calendar days prior to the beginning of each Contract year, a list of names and addresses of all regular and substitute drivers, and all regular and substitute bus aides, employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or aide.
hired or terminated after that date. Said updated notice shall be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Shelton Public Schools. Said list shall include the designated route/bus assignments for each driver and aide.

Estimated average driver hours per day are 5.5 hours. Thirty-nine of the current routes do three tiers; fifteen routes do two tiers and do not have either an AM or PM first or third tier route. The existing routes can be found on the Shelton Public Schools website.

The Contractor shall at all times have at least five stand-by drivers and at least two stand-by aides, on location, for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. A driver is not considered a “stand-by driver” when they are substituting for a driver who is expected to be out for five days or longer; in that case, a “back-up” stand-by driver shall be available to maintain the number of substitute drivers at five. The contractor shall provide the district with a weekly roster of all drivers and aides who were available for work and a log of the actual hours worked by each individual. The Contractor shall provide attendance information to the District upon request.

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

The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall travel their assigned routes until they become familiar with all stops and routes. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.

The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No pre-school or kindergarten children are to be released without supervision. If there is no one to meet the child, or if the child is not with a sibling, the child is to be kept on the bus and the district is to be notified immediately.

No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants.

Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District’s students. The Contractor is required to fully inform its employees of this provision of services to the District’s students. The Contractor is required to fully
inform its employees of this provision. No alcoholic beverage or illegal intoxicants shall be allowed at the bus terminal. The Shelton Public Schools has a “drug free zone” policy on school property.

Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of, and comply with, the District’s “no-idling” policy while providing services to the District.

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

The Contractor will provide high speed access to the Internet and the Contractor is responsible for the training necessary to allow the Contractor’s employees to maximize the use of this resource. The Contractor will have email accounts assigned by the Shelton Public Schools and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient office and computer equipment to support the efficient use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. The terminal is required to have “read-only” access to the District’s routing software (VersaTrans). The District shall pay any costs associated with any licenses required for the Contractor to operate this software. However, the Contractor is responsible for any internet costs and related computer equipment with sufficient operating capability and capacity to utilize the routing software effectively.

Some vehicles provided under this contract that are performing home-to-school or special education services (as needed based upon IEP requirements) may include a bus aide provided by the Contractor. For purposes of this contract, the use of the terms bus attendant or aide are interchangeable. All aides must be prepared to assist special education students to and from the threshold of the property, and they must assist the handicapped pupil in entering and leaving the vehicle. While this is not to be construed as requiring aides to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting handicapped pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

The District may provide specialized bus aide training with the cost of said training, facilities and instruction borne by the District, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any bus aide training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor. The Proposer is requested to provide information relative to the “in-house” specialized training programs that would be provided to bus aides.

The Contractor shall be responsible for communicating their responsibilities to the aides. Any aide not willing to comply with those responsibilities shall be removed and replaced.

There may be situations where the District assigns a Bus Aide or Teacher Assistant to a Special Education vehicle or student. The Contractor will facilitate this process.

Any district staff that needs to ride a route for any business purpose will be allowed to do so; arrangements will be made through the district’s Transportation Manager.
Field and Sports Trips:

At least two of the 77 passenger buses will have undercarriage storage to facilitate their use for sports trips. If these buses are assigned to a daily route, they must be available in time to meet the sports trip schedules.

VEHICLES AND VEHICULAR EQUIPMENT:

All vehicles will be equipped with two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. It shall be the responsibility of the contractor to register the radios to establish their warranties and to maintain them; it is the responsibility of the TSP to maintain the radios in operating condition at all times during the life of this contract at no additional expense to the district. No vehicle shall be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the District have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone; repeater station) must be provided by the Contractor. The Contractor shall assure that the District and the contractor’s base station shall operate on the same frequency to allow the District to monitor radio transmissions. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

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

Route numbers (including those on substitute buses provided by the TSP) shall be prominently displayed on the buses, consistent with State regulations. All buses must be identified with signs reading “City of Shelton” located on both sides of the vehicles.

Buses 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 School District. All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.

Buses transporting students are restricted to the transportation of students and/or authorized personnel only. However, with the prior knowledge and approval of the District, drivers may transport up to two (2) of their own pre-school children. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required shall be the responsibility of the Contractor. The District reserves the right to withdraw approval if the driver benefit interferes with the provision of safe and effective services to District students. Such determination rests solely with the District.

All Type I and Type II buses, including wheelchair vehicles, will be equipped with digital cameras mounted in the front and rear of the bus. Operation of both cameras must be verified by each driver.
during their pre-trip inspection; DVCIR and camera must be operable at all times. The Contractor is responsible for maintaining a sufficient number of spare cameras to replace any inoperable units. In addition, the Contractor shall also supply the yard and the district with necessary viewing equipment and/or software. Camera output must be retained for a minimum of thirty (30) days. The TSP will be responsible for warranty and out of warranty service on the cameras and supporting devices at no additional expense to the district.

The contractor shall provide a GPS system which will enable the district to determine the location of buses in real time using its VersaTrans software.

All vehicles are to be parked and stored at the Shelton transportation facility overnight. “Park-outs”, or provisions to allow drivers to store the vehicles at their homes or other locations, are specifically prohibited.

Bus interiors will be swept daily, the bus interior (floor, seats, and panels) and driver compartment thoroughly cleaned monthly, and the interior and exterior power washed three (3) times a year (before school, at Christmas and April vacations). Proposers will include in their proposals an explanation of how this will occur and who will provide the service. It is important to the district that children and parents see the buses as clean and safe. The Contractor will notify the district when the buses will be available for inspection, by district personnel, after they have been cleaned.

If the district chooses, the vendor will facilitate the mounting of traffic cameras aimed at photographing and ticketing drivers who ignore the bus lights.

Facilities

The City of Shelton shall provide a facility and parking site for the operation of the school transportation program, the site is presently located at 35 Riverdale Ave.

The Contractor will be required to lease and use this site, and all vehicles assigned to this contract must be housed at this location. The Board of Education pays for electricity and water in the existing office facility; the contractor shall be responsible for repairs due to facility use, security, and normal wear and tear. In addition, services such as snowplowing, grading with additional millings, landscaping, etc. shall be the responsibility of the contractor. The Contractor shall also provide the City of Shelton a “garage-keepers” insurance policy.

The City will provide a propane auto-gas fueling station on site or close to the storage location of the buses, which shall be utilized solely for the provision of services to the Shelton Public Schools.

Fuel

The Board of Education will furnish the Contractor, without charge, the propane auto-gas, gasoline, and diesel fuel necessary to provide the transportation required by Shelton Public School’s Transportation Program. The amount furnished will be limited to the amount actually used in the performance of the Contract. Daily mileage for the existing fleet is approximately (mileage).
The District reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the District's permission to utilize another vendor or source, the District will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would be incurred.

The Contractor shall use due diligence in the operation of the fuel system and shall be responsible for all damage or fuel clean-up requirements.

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

Tolls

The cost of tolls incurred by the Contractor for regularly scheduled routes or trips will be reimbursed by the District upon presentation of receipts. Tolls for any "deadhead" trips will not be reimbursed.

Advertising

Vehicles used in performance of this Contract to transport pupils of the District shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or his/her designee.

Transition Plan

The successful Proposer and the District shall meet within ten (10) calendar days after being notified that it will be awarded the contract to develop a joint transition plan.

Safety Requirements

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

Route Scheduling

Route scheduling will be performed by the District in consultation with the Contractor. The District reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any driver, without the prior permission of the District. The District will require the assistance of the Contractor to evaluate or revise certain routes; this is a routine and ongoing undertaking and should be a part of the job description of the Terminal Manager and Dispatcher(s).
The District or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the District it is necessary for the safety and welfare of children. This shall be at no additional charge to the District.

Routes and schedules are designated to accommodate class schedules and shall be determined by the District. The current bell times are detailed in the OVERVIEW.

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

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

The District uses VersaTrans as its routing software program. The Contractor will be required to provide the necessary computer equipment, Internet access, and staff training to facilitate Contractor’s “read-only” access to the VersaTrans routing system. The Terminal Manager and the Dispatcher(s) shall be trained in the use of VersaTrans. The District will pay for any software license that may be required by VersaTrans. At the termination of this contract, the Contractor agrees to surrender any software license, proprietary information, or District data if so requested by the District.

The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including “Acts of God”), transportation is to be furnished on such other days as the Board of Education declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school.

Transportation to non-public schools may be provided on those days when the public schools are not scheduled to operate. Bus charges will be adjusted on a pro-rata basis for actual vehicle usage for this type of service.

Each bus under this Contract (including substitute buses provided by the contractor) will display the proper Route Number, and must be identified with signs reading “City of Shelton” and any other signage required by law or regulation.

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

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

a. District-wide mid-day dismissals when required.

b. Early dismissals as per calendars provided by the District.

c. Comparable transportation from all non-public schools covered by this Contract on days when Shelton Public Schools has other than regular dismissals.

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

e. Dismissal as required during December, March, and June examination weeks in the high school.

f. Summer transportation as detailed in Overview and as required by the individual student programs.

g. The Contractor will delay, at no additional cost to the District, the morning routes by up to ninety (90) minutes on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions.

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

Trial Runs

It is the District’s intention to have each drive review their (year-year) route with District personnel prior to the end of the school year and to review and “dry-run” the new (year-year) routes in early August. The contractor will work together to develop a schedule to insure completion of this task. The cost of the trial runs shall be borne by the Contractor and will not be billed to the District.

Operating Matters

District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District.

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

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

Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers and aides with regards to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District. All training must meet or exceed the mandates included in the policies of the Shelton Public Schools.

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

Should the City of Shelton experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of their ability, the vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the City of Shelton.

Contractor’s Weekly Reports: The Contractor shall provide the District with a written report of operations on a weekly basis. Said reports shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and attendant training programs, driver discipline matters and related documentation, and other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor management team (manager and dispatcher) and the District meet weekly at the district offices to update this report and review operational matters.

Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District’s designated liaison must be notified immediately. Any written reports which may be necessary will be completed by Contractor in a timely fashion. The contractor must also comply with all Federal, State, and/or District regulations or policies relative to accident reporting, investigations and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.
In the event of an accident the Terminal Manager or Dispatcher is expected to be on-site to coordinate the arrangements for alternative transportation and to interface with police, parents and district personnel. Copies of all police reports must be promptly forwarded to the district.

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

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

Student Counts: A student count is required at least twice per school year (October and March), AM & PM runs), or as designated by the District. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.

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

Right to Property: As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the School District for the purpose of inspection at any time.

The City owns the buses, therefore, only those children, adults or other person(s) authorized by the District to be transported shall be transported under this Contract. The Contractor shall secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other schools, other districts, camps, or day care facilities.

The Contractor agrees to cooperate fully with the District’s policy of cooperative transportation with other school districts.

Base Program Proposal

The Base Program Proposal for the Regular Daily (Home/School) Program, Out-of-District locations, and Field and Sports trips shall be for the (year-year) school year consisting of services and routes as described in Appendix “A”.

Term

The term of the Contract shall be for a five (5) year period, beginning July 1 2018 and ending June 30, 2022 with the possibility of mutually agreed upon extension.

18
Compliance Requirements

Compliance with Title IX Regulations

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

Title IX states: “No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any education program or activity receiving federal financial assistance”.

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

Contract

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the District which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of Education. This Contract shall contain a default provision for all Obligations of Contractor contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one (21) days, after she/her has received notice of the acceptance of her/his Proposal, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with her/his bond.

Disputes

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between provision of a Contract Document and provisions of a State or Federal law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designate before he/she submits her/her bid. If the Proposer fails to do so, her/his Proposal will be interpreted by the Superintendent or her/his designate as submitted.

Non-Performance Damages

The District reserves the right to assess non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service from the chosen Contractor. It is not the District’s intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the District will attempt to communicate with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty.
In view of the difficulty the District will suffer by reason of defaults on the part of the contractor, the following sums shall be deemed damages for specific breaches of the Contractor's obligations under this contract.

<table>
<thead>
<tr>
<th>Obligation/Violation</th>
<th>Penalty Level I</th>
<th>Penalty Level II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor does not provide the required number of buses, drivers or bus aides necessary on any given day under the Contract</td>
<td>District may deduct from its monthly payment the pro-rata cost of the vehicle for that day, or the cost of the District's expense for engaging alternate transportation during the period of the violation.</td>
<td>$50.00 per offense</td>
</tr>
<tr>
<td>Contractor does not supply the necessary spare vehicles within the 20-minute reporting requirement</td>
<td>District may deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day.</td>
<td>$50.00 per offense</td>
</tr>
<tr>
<td>Should operating problems occur which require the involvement of the District in the day-to-day operation of the Contractor's transportation program; the District reserves the right to officially notify the Contractor of such problems.</td>
<td>Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct $100.00 from the monthly payment for each such occurrence.</td>
<td>N.A.</td>
</tr>
<tr>
<td>The Contractor uses a driver in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Connecticut.</td>
<td>District may deduct the per diem cost for the vehicle for that day.</td>
<td>$150.00 per day for each driver so employed.</td>
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<td>In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the District shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the Contractor.</td>
<td>There will be no payment to Contractor for days no service is provided, and Contractor is responsible for financial liability to District.</td>
<td>N.A.</td>
</tr>
<tr>
<td>The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active radios, or comparable communication devices (cellular or digital phones). The District shall be provided the radio frequency by the Contractor (or the phone number), and the Contractor shall provide the District with a base station to facilitate the monitoring of the radio frequency.</td>
<td>A $100.00 per day, <em>per bus</em>, penalty may be assessed for any vehicle which does not comply with this requirement.</td>
<td>N.A.</td>
</tr>
<tr>
<td>All Type I and Type II buses shall have operable digital cameras.</td>
<td>A $100.00 per day, <em>per bus</em> penalty may be assessed for any bus that violates this obligation.</td>
<td>N.A.</td>
</tr>
<tr>
<td>All Type II and Type I w/c vehicles are required to have air.</td>
<td>A $100.00 per day, <em>per bus</em> penalty may be assessed for any bus that is</td>
<td>N.A.</td>
</tr>
<tr>
<td>Obligation/Violation</td>
<td>Penalty Level I</td>
<td>Penalty Level II</td>
</tr>
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<td>------------------------------------------------------------------------------------</td>
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<tr>
<td>Conditioning to meet the needs of students with disabilities.</td>
<td>In use on a run where the air conditioning is required and is not operable.</td>
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<td>All route buses must have accurate and visible route number signs consistent with</td>
<td>A $50.00 per day, per bus penalty may be assessed by the District for each violation.</td>
<td>N.A.</td>
</tr>
<tr>
<td>the approved format as determined by the District.</td>
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<tr>
<td>A reliable transportation system is important to meet the education requirements of</td>
<td>If a bus is more than 15 minutes late in the AM or PM, the District reserves the right to deduct $50.00</td>
<td></td>
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<td>the students and the District. To this end, students must be picked up in the AM in</td>
<td>from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up</td>
<td></td>
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<td>a timely and consistent manner, and students must be delivered home in the PM in an</td>
<td>(weather, traffic); the penalty will not be assessed.</td>
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<td>efficient manner.</td>
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<td>Extra-curricular transportation is an important element of the District’s educational</td>
<td>Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for</td>
<td>A $50.00 per missed trip penalty deduction.</td>
</tr>
<tr>
<td>program. Therefore, it is expected that the Contractor will meet the District’s needs</td>
<td>the trip, and a reimbursement to the District for any financial damages that the District may incur as</td>
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<tr>
<td>given that the District duly informs the Contractor of any trip at least 24 hours</td>
<td>a result of the missed trip (e.g., referee fees, entrance fees, etc.).</td>
<td></td>
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<tr>
<td>ahead of said trip*</td>
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</table>

*The District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the district at the earliest possible date/time of the potential shortage. No penalty would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

Performance Bond

In lieu of a Performance Bond, the Contractor and the board of Education agree that the Board of Education will withhold the regular monthly payments for service in September and October for each year. The Board will begin normal payment for service in November at the end of October. The two months withheld will be paid to the Contractor at the end of each school year provided Contractor has complied with the Contract.

Pre-Payment Discount

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

Termination of Contract

if the successful Proposer fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the duration of the Contract, or in the event a Federal Tax Lien or Levy or any attachment or a judgment lien is placed against the Contractor, the Contractor shall be held in breach of contract and the District shall be free to contract with any other person or company for bus service.

One-day cessation of bus services shall constitute a breach of this agreement provided, however, that this provision shall be inoperative in the event of a labor dispute or causes beyond the control of the Contractor. Cessation of bus services shall mean the absence from service of more than four vehicles on any day.

In the event of a cessation of service because of a labor dispute, strike, or cause beyond the control of the Contractor, the Contractor shall notify the District as soon as such information becomes known to it and the District shall be free to make interim arrangements for bus service. The Contractor shall cooperate fully in assisting the District to obtain temporary interim service and shall compensate the District for any increase in costs incurred by virtue of this cessation.

If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the District and the Contractor within one (1) week of the cessation of service, the District shall have the option of terminating this agreement, calling the performance bond and/or other security or taking such action as may be authorized by law.

In all cases where the Contractor ceases service for one day or one week in the cases above, the District shall have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond submitted with this contract to the District shall so specifically state.

The successful Proposer shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the School District. Said damages are to Include reasonable attorney’s fees incurred in enforcing said claim against the successful Proposer, as well as attorney’s fees incurred in contracting with another party.

Should the successful Proposer fail to remedy any violation of this paragraph, or otherwise be in default of its obligations under the Contract, within 30 days of the written notice of default, the School District shall be entitled, in its sole discretion, to terminate this Contract or rescind the award of the Proposal, whichever is applicable. In such an event, termination shall be in addition to any and all of the legal remedies available to the School District as set forth above.

The Shelton Public Schools may terminate this Contract at any time by a notice in writing from the Shelton Public Schools to the Contractor. If the Contract is terminated by the Shelton Public Schools as provided herein, the Contractor will be paid an amount which bears the same ratio to the total
compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Any pre-payments made to the Contractor by the District pursuant to the terms of these specifications shall be adjusted and any monies that should be refunded to the District shall be remitted within 15 days. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program, or for cause due to violations of the operating requirements consistent with the terms in these specifications. The "lack of funding" or "cause" descriptions do not preclude any other rights afforded the Shelton Public Schools under the terms as specified in the Specifications or subsequent contract documents, or as provided for in Municipal or State law.
HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY SHELTON PUBLIC SCHOOL DISTRICT, SHELTON PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, CITY OF SHELTON AND ANY OTHER OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE SHELTON PUBLIC SCHOOL DISTRICT OR CITY OF SHELTON FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND WHICH MAY ARISE OUT OF:

A. ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEE OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE SHELTON PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;

B. ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

C. FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE SHELTON PUBLIC SCHOOL DISTRICT, THE SHELTON PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, THE CITY OF SHELTON, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE SHELTON PUBLIC SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SHELTON PUBLIC SCHOOL DISTRICT, SHELTON PUBLIC SCHOOLS BOARD OF EDUCATION, THE CITY OF SHELTON, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SHELTON PUBLIC SCHOOL DISTRICT ON ANY SUCH CLAIM OR DEMAND AND SHALL SATISFY ANY JUDGEMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE SHELTON PUBLIC SCHOOL DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTORS COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS IDENTIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT HIS AGREEMENT BE INTERPRETED IN THE WIDEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMES ABOVE FROM ANY LIABILITY, COST OR JUDGEMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR, PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE SHELTON PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

THE CONTRACTOR WAIVES ALL RIGHTS OF SUBROGATION AGAINST THE CITY OF SHELTON, SHELTON PUBLIC SCHOOL DISTRICT, SHELTON PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, ITS OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES FOR DAMAGES CAUSED BY THE CONTRACTOR INVOLVING PROPERTY DAMAGE OR BODILY INJURY.

_____________________________________________  ______________________________
Signature                                      Date

Proposer's Initials
NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

   1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

   2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

   3. No attempt has been made or will be made by the Proposer to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b. A proposal shall not be considered for award not shall any award be made where (a) – (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) – (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award not shall any award be made unless the District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Firm Name: _____________________________________________________________________

Business Address: __________________________________________________________________

__________________________________________________________________________________

Telephone No: __________________________ Date of Proposal: __________________________

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

________________________________________

Signature

________________________________________

Title Date

Proposer's Initials
SHELTON PUBLIC SCHOOLS

STUDENT TRANSPORTATION SERVICES PROPOSAL BY: ___________________________ DATE: ________

Proposal to provide student transportation services for the Shelton Public Schools.

**Proposal 1:**

1. City of Shelton provides 61 buses. Shelton Public Schools provides Transportation Supervisor responsible for route development and transportation software.

2. Contractor provides 61 properly licensed bus drivers, and 15 aides working an average of 5.5 hours per day. Contractor to provide Bus Yard staff including: one terminal manager, one dispatcher, one safety coordinator, and one part-time maintenance/yard person. Contractor is also responsible for vehicle servicing, maintenance and mechanical repairs, comprehensive insurance coverage, internet access, computers, copiers, facsimile machines, and other office equipment costs.

<table>
<thead>
<tr>
<th>Costs Assuming City of Shelton Provides 61 Buses and Propane Fuel</th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
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<tbody>
<tr>
<td>1. HOME-TO-SCHOOL (3-TIERS) – PRICE PER DAY</td>
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<tr>
<td>*COST BASED ON 61 DRIVERS &amp; 15 AIDES @ 5.5 HRS/DAY EA</td>
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<td>2. SUMMER SCHOOL – PRICE PER DAY</td>
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<td>*COST BASED ON 12 DRIVERS &amp; 12 AIDES @ 4.5 HRS/DAY EA</td>
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<td>3. BUS AIDES – PER HOUR – *NOT INCLUDING DAILY RATES</td>
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<td>4. LATE RUN/AFER SCHOOL PROGRAM – PER HR</td>
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<tr>
<td>5. MID-DAY/SPECIALIZED SERVICES – PER HOUR</td>
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<td>6. FIELD &amp; SPORTS TRIPS (In District) – PER HR</td>
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<td>7. FIELD &amp; SPORTS TRIPS (Out of District) – PER HR</td>
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<td>8. INSURANCE COVERAGE – ANNUAL PREMIUM</td>
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<tr>
<td>9. BUS YARD STAFFING (SEE ABOVE 4 POSITIONS)</td>
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<td>10. MAINTENANCE FACILITY – 2 MECHANICS’ SALARIES</td>
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<tr>
<td>12. CONTRACTOR PROVIDED BUSES, INCLUDING DRIVER</td>
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<tr>
<td>(Daily rate for bus and driver)</td>
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Proposal to provide student transportation services for the Shelton Public Schools.

Proposal 2:
- Shelton Public Schools provides transportation supervisor responsible for route development and transportation software.
- Contractor provides 61 new propane-fueled buses, 61 properly licensed bus drivers, and 15 aides working an average of 5.5 hours per day. Contractor to provide Bus Yard staff including: one terminal manager, one dispatcher, one safety coordinator, and one part-time maintenance/yard person. Contractor is also responsible for vehicle servicing, maintenance and mechanical repairs, comprehensive insurance coverage, internet access, computers, copiers, facsimile machines, and other office equipment costs.

<table>
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<tr>
<th>COSTS ASSUMING CONTRACTOR PROVIDES 61 PROPANE BUSES, CITY PROVIDES PROPANE FUEL</th>
<th>2019-20</th>
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<td>7. FIELD &amp; SPORTS TRIPS (Out of District) – PER HR (Two Hour Minimum)</td>
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SCHEDULE “A”

CONTRACT DOCUMENTS

1. Proposal to Provide Transportation Service to the Shelton Public Schools
2. Hold Harmless Agreement
3. Non-Collusion Agreement
4. Pricing Schedule
City of Shelton
Purchasing Department
54 Hill Street
Second Floor, Room 200-B
Shelton, CT 06484-3207

"Bid Requirement Form for all Bids, RFPs & RFQs"

This sheet is for your assistance and guidance when submitting your proposal of a bid to the City of Shelton. Where applicable, make sure you have all necessary documents signed, notarized and page placement. This makes for ease of identification and will assist us in making sure all bidders meet with all Federal & State Statutes, the City Charter and the Purchasing Department’s requirements. Return to above address.

Number of Copies:
All submitted bids should have no less than two (2) copies when submitting. Some departments require more. Please make note as to number of copies needed as per specifications. The original submitted bid must have the original notarized, non-collusion statement; copies will have copy of same form.

1) Return Label
Please use the return label form. You can reproduce it as many times as needed. This label is to be prominently displayed on the outside of all envelopes or packages with all information neatly written or typed.

2) Non-Collusion Form: Page one (1) of all submitted bids
This form must accompany all bids, RFPs and RFQs and must be notarized. Failure to include the non-collusion form will result in the rejection of the bid.

3) Pricing: Page two (2) of all submitted bids
All bid pricing shall be honored for no less than ninety (90) days from bid opening date, bid extension date or clarification of contracts. All pricing schedules shall be located after the Non-Collusion Affidavit as page two (2), etc. RFQs do not need pricing.

4) Bonding/Insurance: This page to follow price page(s)
The City requires a 5% Bond for construction projects and must be part of vendor bid offering. Bonding: the CT Statue 49b-41 requires any construction contract exceeding $100,000.00 dollars for public work shall furnish to the City a payment bond in the amount of the contract, which shall be binding upon the award of contract, with the surety or sureties satisfactory to the City, for the protection of persons supplying labor or materials in the prosecution of the work provided for the contract for the use of such person. The successful Contractor shall be required to furnish a Certificate of Insurance acceptable to the City, naming the City as an additional insured. Tax Bonds: All non-resident Contractors are required to post a Guaranty Bond (form AU-76b) or Cash Bond (form AU-72) in the amount required by the State. This bond will secure payment for applicable taxes payable to the State with regard to the project.

5) Prevailing Wage
Under the Davis-Bacon Act, for Construction Projects for Public Works, prevailing wage schedule must be part of any and all specifications. Construction Projects that are considered are remodeling, refurbishing, rehabilitation, alteration or repair(s) whose value exceeds $100,000.00 must provide prevailing wage schedule with all specifications. This is also true when new construction when greater than $400,000.00.

For questions on prevailing wage, visit the department of Labor's webpage @ www.CTDOL.STATE.CT.US

6) Waiver or Rejection of Bids
The City BOA & BOE reserve the right to reject any and all bids in whole or in part, or to waive any informality or technicalities, said proposals; or to accept any proposal or part thereof deemed to be in the best interest of the City of Shelton. Please be advised that if you are awarded a project from the City of Shelton do not start work without a signed Purchase Order Number. This is the City’s legal document engaging you to carry out the project specifications. Carrying out the project without a signed Purchase Order Number can result in your lost time and revenue.

Please have your insurance carrier reference bid number on all Certificates of insurance.

* Specifications supersede bid requirements above

Rev.17, 10/2015

City of Shelton
Gene Sullivan
Purchasing Agent
203-924-1555 x 305
NON-COLLUSION AFFIDAVIT

State of (__________________________):

County of (__________________________):

I state that I am the _____________________ of ____________________________

>Title

(Name of Firm)

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

I state that:

(1) The price and the amount on this proposal has been arrived at independently and without consultation, communication, or agreement with any other bidder/proposer.

(2) Neither the price(s) nor the amount of this proposal and approximate price(s) nor approximate amount of this proposal has been disclosed to any other firm or person who is a bidder/proposer and that no disclosure of these items will be made prior to proposal openings.

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

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

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

(6) I state that __________________________ understands and acknowledges __________________________

(Name of Firm)

That all representations of this affidavit are material and important, and will be relied on by the City of Shelton in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Shelton of the true facts relating to the submission of proposals/bids for this contract.

______________________________
Signature of Proposer

Sworn to and subscribed before this ________________ day of ________________, 20___

______________________________ My Commission Expires:

(Notary Public)
Suspension and Debarment.

The City will not enter into contracts with parties that have been debarred, suspended or excluded from Federal assistance programs per 2 CFR part 180 and part 1532 and 40 CFR part 31.35.

Further, the bidder is required to verify that the bidder, or its principals, as defined at 49 CFR 19.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.40 and 29.945.

The bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City if it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
ALL PACKAGES / BOXES TO BE LABELED WITH THIS INFORMATION
MAKE AS MANY COPIES AS NEEDED
TAPE AND PLACE ON THE OUTSIDE OF ALL ENVELOPES, PACKAGE(S)
& BOXES

CITY OF SHELTON

Name of Company Bidding          Bid Number          # of Packages
---------------------------------  ---------------  ---------------
Name of Individual Submitting     ______________________
Address of Company Bidding         Phone & Fax          email address
---------------------------------  -------------  ----------------

Check as it applies:

___ This package contains the Original bid and the original (raised seal) notarized Non-Collusion Affidavit. The balance are copies of the same.

___ Each package contains Original bids and ALL contain an original (raised seal) notarized Non-Collusion Affidavit.

CUT-------------------------------------------------------------------------------------------------------------------------------------CUT

CITY OF SHELTON

Name of Company Bidding          Bid Number          # of Packages
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___ Each package contains Original bids and ALL contain an original (raised seal) notarized Non-Collusion Affidavit.
AGREEMENT

THIS AGREEMENT, entered into on this ______ day of ______, 2005 by and between the CITY OF SHELTON (hereinafter referred to as the "CITY") and __________________________________ (hereinafter referred to as the "CONTRACTOR"): 

WHEREAS, the CITY desires to _____________________________________________

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One ($1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to _____________________________________________

2. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.

3. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.

4. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations including all environmental matters.

5. The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage.
6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the Contract Documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of $310,000.00 shall be presented to the CITY prior to commencing the performance of any work under this agreement. The Performance Bond shall be released upon the City's final acceptance of the Project.

7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.

8. If this Agreement is terminated by the CITY as provided herein, termination shall not give rise to any claim against the CITY for damages or for additional compensation.

9. Nonappropriation: If the CITY fails to appropriate the funds required by this Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay ChimeNet any amounts due for services rendered as of the date of termination.

10. The CITY shall compensate the CONTRACTOR at the lump sum and unit prices quoted by the CONTRACTOR in the Proposal Forms for RFP #24-14 attached hereto as Schedule A.

11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.

12. The CONTRACTOR shall commence work on this project within ten (10) calendar days after issuance of a Notice to Proceed by the CITY or the CITY's designated representative. All work shall be completed by the CONTRACTOR in accordance with the schedule detailed

13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.
14. "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-353 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.

16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five (5%) percent from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.

CITY OF SHELTON

By ______________________________

Mark A. Lauretti
Mayor

CONTRACTOR

By ______________________________

____________________________
Contractor
SCHEDULE A

CONTRACT DOCUMENTS

1) Bid Requirements Form

2) Non-Collusion Affidavit

3) Suspension and Debarment

4) Return Labels

5) Sample Contract

6) General Specification

7) Schedule A
AGREEMENT

THIS AGREEMENT entered into on this 26th day of August, 2013, by and between the CITY OF SHELTON BOARD OF EDUCATION (hereinafter referred to as "DISTRICT") and LANDMARK STUDENT TRANSPORTATION INC. (hereinafter referred to as "CONTRACTOR"): 

WHEREAS, the DISTRICT desired to retain the services of CONTRACTOR to provide school bus operation services for the transportation of students for the DISTRICT. 

NOW, THEREFORE, DISTRICT and the CONTRACTOR for the consideration of ONE ($1.00) DOLLAR and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit: 

1. The DISTRICT hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to provide school bus operation services for the transportation of students for the DISTRICT subject to and in accordance with the Contract Documents attached hereto as Schedule "A" and made a part hereof. 

2. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade. 

3. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations including all environmental matters. 

4. The CONTRACTOR shall indemnify, defend and save harmless the DISTRICT for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or its subcontractors. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage. 

5. The CONTRACTOR shall provide the DISTRICT with evidence of insurance coverage of a type and in the amounts required by the Contract Documents and naming the DISTRICT as an additional insured if the DISTRICT so requires. All insurance shall be taken out and maintained at no cost or expense to the DISTRICT and the CONTRACTOR shall be responsible for the full amount of any deductible.
6. The CONTRACTOR shall allow, in lieu of a Performance Bond and a Payment Bond, the withholding by the DISTRICT of the regular monthly payments for service for September and October for each year with said payments being made to the CONTRACTOR upon expiration of each school year, provided that CONTRACTOR has complied.

7. In providing the services required under this Agreement, the CONTRACTOR shall meet with DISTRICT officials/representatives as often as reasonably necessary and shall be available upon request.

8. If this Agreement is terminated by the DISTRICT as provided herein, termination shall not give rise to any claim against the DISTRICT for damages or for additional compensation.

9. Nonappropriation: If the DISTRICT fails to appropriate the funds required by this Agreement or fails for two (2) consecutive months to make the payments required hereunder, the Agreement shall be deemed terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the DISTRICT shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.

10. The DISTRICT shall compensate the CONTRACTOR at the rates set forth in the Pricing Schedule.

11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the DISTRICT in the execution or performance of this Agreement.

12. The CONTRACTOR agrees to provide the services required herein for a period of five (5) years commencing July 1, 2013 through June 30, 2018.

13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the DISTRICT.

14. The CONTRACTOR shall be required to enter into an Operating Agreement with the City of Shelton for the buses. Any default of the Operating Agreement shall be considered as a default of this Agreement by the CONTRACTOR.
DISTRICT:
CITY OF SHELTON
BOARD OF EDUCATION

By:  
Print Name:  
Title:  

CONTRACTOR:
LANDMARK STUDENT TRANSPORTATION INC.

By:  
Print Name:  
Title:  
President
SCHEDULE “A”

CONTRACT DOCUMENTS

1. Proposal to Provide Transportation Service to the Shelton Public Schools
2. Hold Harmless Agreement.
3. Non-Collusion Agreement.
4. Pricing Schedule
PROPOSAL TO PROVIDE TRANSPORTATION SERVICES
TO THE SHELTON PUBLIC SCHOOLS

OVERVIEW

This document was intended to solicit “turnkey” proposals from qualified vendors to provide school bus operation services for the transportation of students for the Shelton Public Schools for the 2013-14 school years through the 2017-18 school years. A general overview follows:

The City of Shelton will own and provide to the transportation services provider (TSP) a fleet of 60 new propane auto-gas fueled buses for the duration of this contract. The contract will be a five year contract. A separate document, an equipment operating agreement, will be executed between the City and the TSP. The transportation service provider must operate, maintain and insure the buses to the standards required by the City and lease financier. The city will provide a bus yard and associated facilities, to be leased to the TSP for consideration to be determined between the City and the TSP. The facility lease will also be executed with the City. The bus yard is located at 35 Riverdale Avenue, Shelton, CT. The Board of Education pays the water and electric bills for the existing bus office located in the trailer. It is the responsibility of the TSP to secure appropriate telephone/data lines to be able to effectively exchange information with the school district and its headquarters. The City will provide all of the fuel required to implement the transportation operation including a propane auto-gas fueling station which will be located in or near the bus yard and the necessary gasoline and diesel fuel. It will be the TSP's responsibility to fuel the buses and notify the district when the on-site tank needs to be refilled.

The transportation provider will be expected to provide the following on site positions:

- A full time Terminal Manager,
- A full time dispatcher,
- A full time safety coordinator,

The TSP will be expected to provide 61 drivers (56 regularly assigned drivers and 5 spares)
The TSP will be expected to provide 15 monitors (13 regularly assigned and 2 spares)
A part time mechanic or “Yard Man” who provides maintenance and support functions.
The TSP will be expected to provide appropriate support to the local operation through its overhead; i.e. executive management, HR functions, legal support, off site maintenance, etc.

It will be the responsibility of the TSP to provide for the basic functioning of the yard to include bus and staff parking arrangements, snow plowing, weed and pest control, office cleaning and maintenance, periodic spreading of millings and such other activities as are necessary to insure a successful day to day operation.

Each potential operator must inform itself fully as to the existing conditions relative to the fulfillment of the Contract(s) Proposed. In that regard, all Proposers are invited to review, among other things, the routing schedules used in the 2012 - 13 school year which are available on the District website or available in hard copy upon request.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. Therefore, the District envisions a proposal based upon a price per vehicle for those vehicles necessary to meet the needs of the program as described herein.

Proposer's Initials
It is expected that the 60 buses owned by the City will provide sufficient capacity to meet the needs of the district; however, there may be occasions, i.e. buses out of service, numerous athletic runs scheduled for the same day, and/or field trips where additional buses are required. It is expected that he TSP will provide such additional buses from its fleet, at a daily rate to be determined. Such buses will be made available immediately and the level of service will be transparent to the users.

PROGRAM DESCRIPTION – 2013-2014 SCHOOL YEAR

PROFILE - SHELTON PUBLIC AND PAROCHIAL SCHOOLS:

- There are 8 Public Schools and 2 Parochial Schools in Shelton
- Approximately 5,500 students from pre-kindergarten to grade 12 are eligible for transportation.
- Two District-wide Spec. Ed programs, 1 Pre-K @ Long Hill, 1 @ E. Shelton
- Five ½ day Kindergarten programs which require mid-day runs.
- Five Elementary schools (grades K-4)
- One Upper Elementary school (serves grades 5 & 6 – city wide)
- One Intermediate school (serves grades 7 & 8 – city wide)
- One High School (serves grades 9-12 – city wide)
- Daily home to school/school to home transportation for approximately 80 students to regional vocational/technical schools, Emmitt O'Brien (Ansonia) and Platt Tech (Milford)
- Daily home to school/school to home transportation for approximately 25 students to the Vocational Agriculture School in Trumbull
- Daily mid-day school to school transportation for approximately 60 students from SHS to the Vocational Aquaculture School in Bridgeport – students return to the high school before 2:00PM
- Daily mid-day school to school transportation to (2) Magnet Schools, one in New Haven and one in Trumbull – students are returned to Shelton High School @ 4:30PM.
- Shelton’s transportation system is built around a three tier system with most buses operating on all three tiers.
- The regular program consists of 181 school days plus additional days for “practice runs”, Kindergarten safety day, back to school safety day, etc.

TRANSPORTATION SERVICES REQUIRED:

- Contractor will operate 47 City of Shelton provided Type I (77 passenger) 2014 Propane Auto-gas buses to transport students on school to home and home-to-school runs. Most buses are routed to provide 3 tier services throughout the District.
- Contractor will operate 7 City of Shelton provided Type I (47 Passenger) 2014 Propane Auto-gas buses to transport students on home-to-school runs and school to home runs.
- Contractor will operate 6 City of Shelton provided Type II (30 Passenger) 2014 Propane Auto-gas buses to transport special needs students, Pre-Kindergarten students, Kindergarten students and other students on home-to-school runs and school to home runs. Type II buses with be wheel chair ready with air conditioning.

Proposer's Initials
- Summer School operates for 28 days, from 7/8/2013 to 8/8/2013. Contractor will operate 10 City of Shelton provided Type I 2014 Propane Auto-gas buses and, 2 Type II 2014 Propane Auto-gas buses, providing home to school and school to home transportation to Shelton Intermediate School, with an 8:30 AM start and an 11:30 AM departure. Monday-Thursday.
- Also in the summer, there were nearby out of town routes to four destinations, generally one bus for each location. A total for all four buses was 90 bus-days @ 4 hours per day; single tier.
- The District requires 61 Drivers (56 regular / 5 stand-by) and 15 Aides (13 regular / 2 stand-by) to provide services for 323 routes.

SPORTS AND FIELD TRIPS

All Sports and Field trips are part of this contract and are expected to be fully serviced by the contractor.

A 2012 survey of spring sports trips showed that 2 daily buses would cover 60% of the planned trips, 3 daily buses would cover 85% of the trips. Bus requirements for sports will require four buses on approximately 7 occasions, plus reschedules for weather and playoffs.

Minimum: 2 hours minimum billing
Quarter hour increments will be used.

Two hours notification of cancellation is required, or a fixed fee of $75.00 will apply.

HOME TO SCHOOL AND SCHOOL TO HOME
REGULAR SCHOOL HOURS

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>REGULAR HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunnyside EL</td>
<td>9:10 am – 3:40 pm</td>
</tr>
<tr>
<td>Sunnyside AM</td>
<td>9:10 am – 11:58 am</td>
</tr>
<tr>
<td>Sunnyside PM</td>
<td>12:48 pm – 3:40 pm</td>
</tr>
<tr>
<td>Booth Hill EL</td>
<td>9:10 am – 3:40 pm</td>
</tr>
<tr>
<td>Booth Hill AM</td>
<td>9:10 am – 11:58 am</td>
</tr>
<tr>
<td>Booth Hill PM</td>
<td>12:48 pm – 3:40 pm</td>
</tr>
<tr>
<td>Elizabeth Shelton EL</td>
<td>9:10 am – 3:40 pm</td>
</tr>
<tr>
<td>Elizabeth Shelton AM</td>
<td>9:10 am – 11:58 pm</td>
</tr>
<tr>
<td>Elizabeth Shelton PM</td>
<td>12:48 pm – 3:40 pm</td>
</tr>
<tr>
<td>Long Hill EL (includes pre-k)</td>
<td>9:10 am – 3:40 pm</td>
</tr>
<tr>
<td>Long Hill AM</td>
<td>9:10 am – 11:58 am</td>
</tr>
<tr>
<td>Long Hill PM</td>
<td>12:48 pm – 3:34 pm</td>
</tr>
<tr>
<td>Mohegan EL</td>
<td>9:10 am – 3:40 pm</td>
</tr>
<tr>
<td>Mohegan AM</td>
<td>9:10 am – 11:58 am</td>
</tr>
<tr>
<td>Mohegan PM</td>
<td>12:48 am – 3:40 pm</td>
</tr>
<tr>
<td>Perry Hill School</td>
<td>8:25 am – 2:55 pm</td>
</tr>
<tr>
<td>Intermediate School</td>
<td>8:15 am – 2:45 pm</td>
</tr>
<tr>
<td>High School</td>
<td>7:35 am – 2:05 pm</td>
</tr>
</tbody>
</table>

Proposer's Initials
Transportation Services Staffing

Terminal Manager

A "Terminal Manager" (or similar function/title) will be provided by the Contractor, the manager will be directly responsible all aspects of the overall operation of the transportation program within the district. The Terminal Manager also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State of Connecticut purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports, and provision of all required reports. Said Manager and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day’s hours of service, and for meetings with representatives of the District. The Manager is required to meet all State regulations and training requirements.

The Terminal Manager is precluded from driving any or maintaining any bus driver duties. Sufficient management personnel shall be maintained and available, at the bus yard, from at least 6:00 A.M. to 5:30 P.M. to insure that neither the Terminal manager or the Dispatcher shall be offsite driving when school is in session. The Terminal Manager must be located at the transportation facility located within the City of Shelton. The Manager must be provided with a cell phone, with the number provided to the District, and be available to the District during the school day. Additionally, emergency contact information must be provided to the District in order to facilitate contact with the Terminal Manager and Dispatcher(s) in the event of a school emergency or school cancellation prior to normal operating hours.

The Manager is expected to be onsite, and directly involved when AM and PM routes are operating and be directly involved in the assignment of buses, drivers and aides.

A dedicated phone line will be available on the telephone system at the bus yard for contact between the bus terminal and the Shelton Public Schools. This line must not be part of the regular sequence of lines at the terminal. The contractor shall provide at least three telephone “land lines”; a primary line, a “rollover line” and a third line which shall be for the exclusive use of the District to call the contractor.

Dispatcher

A “Dispatcher” function shall exist within the terminal with said position staffed from one (1) hour before to one-half (1/2) hour after the AM and PM route times, i.e. 5:00 AM through 5:00 PM or until 30 minutes after the last bus returns to the yard. The District believes that there should always be at least two responsible individuals at the location, during operating hours to provide leadership and management in the event that one has to leave for an accident or emergency. Person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, the use of Versatrans (the districts routing software), effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall not serve as a regularly assigned or scheduled route driver during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and Dispatcher on-site.

Proposer’s Initials
The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatcher will maintain contact with the District until the last student is off the last bus and the dispatcher notifies the principal at each school and the District Office that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Terminal Manager and dispatcher must be provided with a company provided cell phone and be available to the District during the day.

Driver Trainer / Safety Coordinator

Each driver and aide performing services pursuant to the Contract shall be involved in all Safety Programs which are or may be required by the laws, rules and regulations of the State of Connecticut. The Contractor shall employ a qualified "Driver Trainer / Safety Coordinator" who will also personally travel each route with the assigned driver at least once a year to assess not only the driver's performance but route hazards and equipment efficiency. The Driver Trainer / Safety Coordinator will assist in overseeing all background checks, driver and bus aide training, road observations and license renewals. Any Contractor hereunder must comply particularly with the Regulations of the State of Connecticut as they apply to safety regulations for drivers and aides, and thorough background checks.

Part-time Mechanic

The Contractor shall employ a qualified Part-Time Mechanic or "Yard Man" on site, to perform routine maintenance and trouble-shooting of vehicles as well as Bus Yard maintenance. It is expected that the TSP will have, on staff at an offsite location, mechanics trained and certified to maintain and repair vehicles fueled by propane auto-gas.

Internet / Versatrans / Computers

The Contractor will provide high speed access to the Internet and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned by the Shelton Public Schools and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient office and computer equipment to support the efficient use of common word processing and spreadsheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, the terminal is required to have "read-only" access to the District's routing software (VersaTrans). The District shall pay any costs associated with any licenses required for the Contractor to operate this software. However, the Contractor is responsible for any internet costs and related computer equipment with sufficient operating capability and capacity to utilize the routing software effectively.

Insurance

Compliance with Insurance Requirements:

Enclosed with the Proposal the Proposer must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in this Request for Proposal will be met. The insurance carrier must
be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or better.

Minimum amounts maintained in force by Proposer at its own expense shall be:

(a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is preferred. However, at the District's discretion, alternative symbols will be considered. The District and/or its representatives retain the right to make inquiries to the Proposer, its agents or broker and insurer directly. Limits shall be $1,000,000 combined single limit (bodily injury and property damage). Coverage at least equal to ISO form #CA 00 01 12 93. No manuscript endorsements reducing or limiting coverage are allowed unless approved beforehand by the District.

The automobile liability insurance shall also cover any liability arising out of the use by the Proposer of hired or non-owned vehicles as might be used incident to the completion of the contract.

(b) Commercial General Liability with limits of at least $1,000,000 per occurrence/$2,000,000 aggregate to apply per location and/or per project. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage at least equal to ISO form #CG 0001 10 93. No manuscript endorsements reducing or limiting coverage unless approved beforehand by the District.

(c) $15,000,000 Umbrella or excess liability coverage. Must be at least following form of underlying coverages.

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

(e) Workers Compensation coverage covering all employees in amounts as required by Connecticut law.

(f) Disability Benefits coverage covering all employees in amounts as required by Connecticut law.

(g) Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.

(h) Sexual misconduct insurance coverage shall be included with the General Liability policy.

(i) The bus lot will be a facility provided by the City; therefore, the appropriate garage keepers and tenant insurance policy must be provided.

Said policy or policies shall be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the Board of Education of cancellation or content change. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Proposer hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the Proposer's insurance policies, in the form of a policy endorsement, with the exception of Workers Compensation. The policy naming the

Proposer's Initials
District as an additional insured shall state that the Proposer’s coverage shall be primary coverage for the District, its Board of Education, employees, and volunteers. The Proposer shall self-insure any applicable deductibles, and the Proposer shall also agree to indemnify the District for any applicable deductibles. Additional insured status shall be granted by ISO endorsement CG 2025, CG 20 10 11 85 or its equivalent.

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

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

The Contractor shall hold harmless, defend and indemnify the District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the District by third parties, employees of the District, or employees of the Contractor.

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

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

**Books and Records**

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by the Shelton Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of

Proposer's Initials
3 years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities and buses for purposes of review and inspection.

Contractor's Responsibilities

Drivers, Aides & Other Personnel Matters

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

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any manager, dispatcher, bus driver, or aide. The Board reserves the right, in the exercise of its sound discretion, to reject managers, dispatchers, bus drivers or bus aides or to direct that they be replaced, without being limited to considerations of health and driving records. The Board also reserves the right to directly employ certain bus aides to provide specialized services or medical support to individual students.

All office staff, drivers and aides provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way. All bus drivers and aides must wear photo identification tags, provided by the contractor, whenever they come in contact with students or school building personnel while working in their assigned tasks. As a part of the submission required with this bid, the Bidder shall submit to the District a copy of its dress code applicable to drivers and aides.

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

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

This Contract includes provisions for the Contractor to provide Bus Aides as required by the District. All such aides shall receive all physical examinations and testing as may be required by applicable regulations.

Proposer's Initials
Each driver performing services pursuant to the Contract must undergo a physical examination. Should regulations require physical examinations for bus aides; these will also be the responsibility of the Contractor.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations.

The Contractor shall submit to the District no later than 21 calendar days prior to the beginning of each Contract year a list of the names and addresses of all regular and substitute drivers, and all regular and substitute bus aides, employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or aide hired or terminated after that date. Said updated notice shall be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Shelton Public Schools. Said list shall include the designated route/bus assignments for each driver and aide.

Estimated average driver hours per day are 5.5 hours. Thirty-nine of the current routes do three tiers; fifteen routes do two tiers and do not have either an AM or PM first or third tier route. The existing routes can be found on the Shelton Public Schools website.

The Contractor shall at all times have at least five stand-by drivers and at least two stand by aides, on location, for the operation of spare buses in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. A driver is not considered a “standby driver” when they are substituting for a driver who is expected to be cut for five days or longer; in that case, a “back-up” stand by driver shall be available to maintain the number of substitute drivers at five. The contractor shall provide the district with a weekly roster of all drivers and aides who were available for work and a log of the actual hours worked by each individual. The Contractor shall provide attendance information to the District upon request.

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

The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall travel their assigned routes until they become familiar with all stops and roads. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.

The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No pre-school or kindergarten children are to be released without supervision. If there is no one to meet the child, or if the child is not with a sibling, the child is to be kept on the bus and the district is to be notified immediately.

No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District’s premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the
influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants.

Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages or illegal intoxicants shall be allowed at the bus terminal. The Shelton Public Schools has a “drug free zone” policy on school property.

Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of, and comply with, the District’s “no-idling” policy while providing services to the District.

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

The Contractor will provide high speed access to the Internet and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned by the Shelton Public Schools and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient office and computer equipment to support the efficient use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. The terminal is required to have “read-only” access to the District’s routing software (VersaTrans). The District shall pay any costs associated with any licenses required for the Contractor to operate this software. However, the Contractor is responsible for any internet costs and related computer equipment with sufficient operating capability and capacity to utilize the routing software effectively.

Some vehicles provided under this contract that are performing home-to-school or special education services (as needed based upon IEP requirements) may include a bus aide provided by the Contractor. For purposes of this contract, the use of the terms bus attendant or aide are interchangeable. All aides must be prepared to assist special education students to and from the threshold of the property, and they must assist the handicapped pupil in entering and leaving the vehicle. While this is not to be construed as requiring aides to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting handicapped pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

The District may provide specialized bus aide training with the cost of said training, facilities and instruction borne by the District, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any bus aide training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor. The Proposer is requested to provide information relative to their “in-house” specialized training programs that would be provided to bus aides.

The Contractor shall be responsible for communicating their responsibilities to the aides. Any aide not willing to comply with those responsibilities shall be removed and replaced.

Proposer's Initials
There may be situations where the District assigns a Bus Aide or Teacher Assistant to a Special Education vehicle or student. The Contractor will facilitate this process.

Any district staff that needs to ride a route for any business purpose will be allowed to do so; arrangements will be made through the district’s Transportation Manager.

Field and Sports Trips:

At least two of the 77 passenger buses will have undercarriage storage to facilitate their use for sports trips. If these buses are assigned to a daily route, they must be available in time to meet the sports trip schedules.

VEHICLES AND VEHICULAR EQUIPMENT:

All vehicles will be equipped with two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. It shall be the responsibility of the contractor to register the radios to establish their warranties and to maintain them; it is the responsibility of the TSP to maintain the radios in operating condition at all times during the life of this contract at no additional expense to the district. No vehicles shall be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the District have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone; repeater station) must be provided by the Contractor. The Contractor shall assure that the District and the contractor’s base station shall operate on the same frequency to allow the District to monitor radio transmissions. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

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

Route numbers (including those on substitute buses provided by the TSP) shall be prominently displayed on the buses, consistent with State regulations. All buses must be identified with signs reading “City of Shelton” located on both sides of the vehicles.

Buses 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 School District. All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.

Buses transporting students are restricted to the transportation of students and/or authorized personnel only. However, with the prior knowledge and approval of the District, drivers may transport up to two (2) of their own pre-school children. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required shall be the responsibility of the Contractor. The District reserves the right to withdraw approval if the driver benefit interferes with the provision of safe and effective services to District students. Such determination rests solely with the District.
All Type I and Type II buses, including wheelchair vehicles, will be equipped with digital cameras mounted in the front and rear of the bus. Operation of both cameras must be verified by each driver during their pre-trip inspection; DVCR and cameras must be operable at all times. The Contractor is responsible for maintaining a sufficient number of spare cameras to replace any inoperable units. In addition, the Contractor shall also supply the yard and the district with necessary viewing equipment and/or software. Camera output must be retained for a minimum of 30 days. The TSP will be responsible for warranty and out of warranty service on the cameras and supporting devices at no additional expense to the district.

The contractor shall provide a GPS system which will enable the district to determine the location of buses in real time using its Versatrans software.

All vehicles are to be parked and stored at the Shelton transportation facility overnight. "Park-outs", or provisions to allow drivers to store the vehicles at their homes or other locations, are specifically prohibited.

Bus interiors will be swept daily, the bus interior (floor, seats, and panels) and driver compartment thoroughly cleaned monthly, and the interior and exterior power washed three (3) times a year (before school, at Christmas, and April vacations). Proposers will include in their proposals an explanation of how this will occur and who will provide this service. It is important to the district that children and parents see the buses as clean and safe. The Contractor will notify the district when the buses will be available for inspection, by district personnel, after they have been cleaned.

If the district chooses, the vendor will facilitate the mounting of traffic cameras aimed at photographing and ticketing drivers who ignore the bus lights.

Facilities

The City of Shelton shall provide a facility and parking site for the operation of the school transportation program, the site is presently located at 35 Riverdale Ave.

The Contractor will be required to lease and use this site, and all vehicles assigned to this contract must be housed at this location. The Board of Education pays for electricity and water in the existing office facility; the contractor shall be responsible for repairs due to facility use, security, and normal wear and tear. In addition, services such as snowplowing, regrading with additional millings, landscaping, etc. shall be the responsibility of the contractor. The Contractor shall also provide to the City of Shelton a "garage-keepers" insurance policy.

The City will provide a propane auto-gas fueling station either on site or close to the storage location of the buses, which shall be utilized solely for the provision of services to the Shelton Public Schools.

Fuel

The Board of Education will furnish the Contractor, without charge, the propane auto-gas, gasoline, and diesel fuel necessary to provide the transportation required by Shelton Public School's Transportation Program. The amount furnished will be limited to the amount actually used in the performance of the Contract. Daily mileage for the existing fleet is approximately 3,714.
The District reserves the right to designate the vendor to supply the fuel. Should the Contractor receive the District's permission to utilize another vendor or source, the District will not be responsible for any taxes associated with the costs of the fuel, or any incremental charges that would not be incurred.

The Contractor shall use due diligence in the operation of the fuel system and shall be responsible for all damage or fuel clean-up requirements.

The Contractor and the District shall meet prior to the beginning of each school year to determine the route mileage (approximately 3,714 per day) and the estimated annual fuel allowance. Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

**Tolls**

The cost of tolls incurred by the Contractor for regularly scheduled routes or trips will be reimbursed by the District upon presentation of receipts. Tolls for any “deadhead” trips will not be reimbursed.

**Advertising**

Vehicles used in performance of this Contract to transport pupils of the District shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or his/her designee.

**Transition Plan**

The successful Proposer and the District shall meet within ten (10) calendar days after being notified that it will be awarded the contract to develop a joint transition plan.

**Safety Requirements**

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

Route scheduling will be performed by the District in consultation with the Contractor. The District reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by Contractor, or any driver, without the prior permission of the District. The District will require the assistance of the Contractor to evaluate or revise certain routes; this is a routine and ongoing undertaking and should be a part of the job description of the Terminal Manager and Dispatcher(s).

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

Routes and schedules are designed to accommodate class schedules and shall be determined by the District. The current bell times are detailed in the OVERVIEW.

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

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

The District uses Versatrans as its routing software program. The Contractor will be required to provide the necessary computer equipment, Internet access, and staff training to facilitate Contractor’s “read-only” access to the Versatrans routing system. The Terminal Manager and the Dispatcher(s) shall be trained in the use of Versatrans. The District will pay for any software license that may be required by VersaTrans. At the termination of this contract, the Contractor agrees to surrender any software license, proprietary information, or District data if so requested by the District.

The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Board of Education declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school.

Transportation to non-public schools may be provided on those days when the public schools are not scheduled to operate. Bus charges will be adjusted on a pro-rata basis for actual vehicle usage for this type of service.
Each bus used under this Contract (including substitute buses provided by the contractor) will display the proper Route Number, and must be identified with signs reading “City of Shelton” and any other signage required by law or regulation.

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

Schedule Variations

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

a. District-wide mid-day dismissals when required.

b. Early dismissals as per calendars provided by the District.

c. Comparable transportation from all non-public schools covered by this Contract on days when Shelton Public Schools has other than regular dismissals.

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

e. Dismissal as required during December, March and June examination weeks in the high school.

f. Summer transportation as detailed in Overview and as required by the individual student programs.

g. The Contractor will delay, at no additional cost to the District, the morning routes by up to ninety (90) minutes on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions.

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

Trial Runs

It is the District’s intention to have each driver review their 2013-14 route with District personnel prior to the end of the school year and to review and “dry run” the new 2013-14 routes in early August. The contractor will work together to develop a schedule to insure completion of this task. The cost of the trial runs shall be borne by the Contractor and will not be billed to the District.
Operating Matters

District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District.

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

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

Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers and aides with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District. All training must meet or exceed the mandates included in the policies of the Shelton Public Schools.

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

Should the City of Shelton experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of their ability, the vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the City of Shelton.

Contractor’s Weekly Reports: The Contractor shall provide the District with a written report of operations on a weekly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and attendant training programs, driver discipline matters and related documentation, and other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor management team (manager and dispatcher) and the District meet weekly at the district offices to update this report and review operational matters.
Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by Contractor in a timely fashion. The contractor must also comply with all Federal, State, and/or District regulations or policies relative to accident reporting, investigations and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

In the event of an accident the Terminal Manager or Dispatcher is expected to be on-site to coordinate the arrangements for alternative transportation and to interface with police, parents and district personnel. Copies of all police reports must be promptly forwarded to the district.

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

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

Student Counts: A student count is required at least twice per school year (October and March, AM & PM runs), or as designated by the District. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.

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

Rights To Property: As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the School District for the purpose of inspection at any time.

The City owns the buses, therefore, only those children, adults or other person(s) authorized by the District to be transported shall be transported under this Contract. The Contractor shall secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other schools, other districts, camps, or day care facilities.

The Contractor agrees to cooperate fully with the District's policy of cooperative transportation with other school districts.
Base Program Proposal

The Base Program Proposal for the Regular Daily (Home/School) Program, Out-of-District locations, and Field and Sports trips shall be for the 2013-14 school year consisting of services and routes as described in Appendix "A".

Term

The term of the Contract shall be for a five (5) year period, beginning July 1, 2013 and ending June 30, 2018, with the possibility of mutually agreed upon extension.

Compliance Requirements

Compliance with Title IX Regulations

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

Title IX states: “No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance”

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

Contract

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the District which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of Education. This Contract shall contain a default provision for all Obligations of Contractor contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after she/he has received notice of the acceptance of her/his Proposal, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with her/his bond.

Disputes

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between provision of a Contract Document and provisions of a State or Federal law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designate before he/she submits his/her bid. If the Proposer fails to do so, her/his Proposal will be interpreted by the Superintendent or her/his designate as submitted.
Non-Performance Damages

The District reserves the right to assess non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service from the chosen Contractor. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the District will attempt to communicate with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums shall be deemed damages for specific breaches of the Contractor's obligations under this Contract:

<table>
<thead>
<tr>
<th>Obligation / Violation</th>
<th>Penalty Level I</th>
<th>Penalty Level II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor does not provide the required number of buses, drivers or bus aides necessary on any given day under the Contract</td>
<td>District may deduct from its monthly payment the pro-rata cost of the vehicle for that day, or the cost of the District's expense for engaging alternate transportation during the period of the violation.</td>
<td>$50.00 per offense</td>
</tr>
<tr>
<td>Contractor does not supply the necessary spare vehicles within the 20-minute reporting requirement.</td>
<td>District may deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day.</td>
<td>$50.00 per offense</td>
</tr>
<tr>
<td>Should operating problems occur which require the involvement of the District in the day-to-day operation of the Contractor's transportation program; the District reserves the right to officially notify the Contractor of such problems.</td>
<td>Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct $100.00 from the monthly payment for each such occurrence.</td>
<td>N.A.</td>
</tr>
<tr>
<td>The Contractor uses a driver in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Connecticut.</td>
<td>District may deduct the per diem cost for the vehicle for that day.</td>
<td>$150.00 per day for each driver so employed</td>
</tr>
<tr>
<td>In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the District shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the Contractor.</td>
<td>There will be no payment to Contractor for days no service is provided, and Contractor is responsible for financial liability to District.</td>
<td>N.A.</td>
</tr>
<tr>
<td>The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active radios, or comparable communication devices (cellular or digital phones). The District shall be provided the radio frequency by the Contractor (or the phone number), and the Contractor shall provide the District with a base station to facilitate the monitoring of the radio frequency.</td>
<td>A $100 per day per bus penalty may be assessed for any vehicle which does not comply with this requirement.</td>
<td>N.A.</td>
</tr>
<tr>
<td>All Type I and Type II buses shall have operable</td>
<td>A $100 per day per bus penalty</td>
<td>N.A.</td>
</tr>
<tr>
<td>Obligation / Violation</td>
<td>Penalty Level I</td>
<td>Penalty Level II</td>
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<td>--------------------------------------------------------------------------------------</td>
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<tr>
<td>digital cameras.</td>
<td>may be assessed for any bus that violates this obligation.</td>
<td></td>
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<tr>
<td>All Type II and Type I w/c vehicles are required to have air conditioning to meet the needs of students with disabilities.</td>
<td>A $100 per day per bus penalty may be assessed for any bus that is in use on a run where the air conditioning is required and is not operable.</td>
<td>N.A.</td>
</tr>
<tr>
<td>All route buses must have accurate and visible route number signs consistent with the approved format as determined by the District.</td>
<td>A $50 per day per bus penalty may be assessed by the District for each violation.</td>
<td>N.A.</td>
</tr>
<tr>
<td>A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner.</td>
<td>If a bus is more than 15 minutes late in the AM or PM, the District reserves the right to deduct $50 from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic); the penalty will not be assessed.</td>
<td></td>
</tr>
<tr>
<td>Extra-curricular transportation is an important element of the District’s educational program. Therefore, it is expected that the Contractor will meet the District’s needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip.*</td>
<td>Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, etc.).</td>
<td>A $50 per missed trip penalty deduction.</td>
</tr>
</tbody>
</table>

*The District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the District at the earliest possible date/time of the potential shortage. No penalty would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District’s needs.

Performance Bond

In lieu of a Performance Bond, the contractor and the Board of Education agree that the Board of Education will withhold the regular monthly payments for service in September and October for each year. The Board will begin normal payment for service in November at the end of October. The two months withheld will be paid to the contractor at the end of each school year provided contractor has complied with the Contract.
Pre-Payment Discount

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

Termination of Contract

If the successful Proposer fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the duration of the Contract, or in the event a Federal Tax Lien or Levy or any attachment or a judgment lien is placed against the Contractor, the Contractor shall be held in breach of contract and the District shall be free to contract with any other person or company for bus service.

One-day cessation of bus services shall constitute a breach of this agreement provided, however, that this provision shall be inoperative in the event of a labor dispute or causes beyond the control of the Contractor. Cessation of bus services shall mean the absence from service of more than four vehicles on any day.

In the event of a cessation of service because of a labor dispute, strike, or cause beyond the control of the Contractor, the Contractor shall notify the District as soon as such information becomes known to it and the District shall be free to make interim arrangements for bus service. The Contractor shall cooperate fully in assisting the District to obtain temporary interim service and shall compensate the District for any increase in costs incurred by virtue of this cessation.

If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the District and the Contractor within one (1) week of the cessation of service, the District shall have the option of terminating this agreement, calling the performance bond and/or other security or taking such action as may be authorized by law.

In all cases where the Contractor ceases service for one day or one week in the cases above, the District shall have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond submitted with this contract to the District shall so specifically state.

The successful Proposer shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the School District. Said damages are to include reasonable attorney’s fees incurred in enforcing said claim against the successful Proposer, as well as attorney’s fees incurred in contracting with another party.

Proposer’s Initials
Should the successful Proposer fail to remedy any violation of this paragraph, or otherwise be in default of its obligations under the Contract, within 30 days of the written notice of default, the School District shall be entitled, in its sole discretion, to terminate this Contract or rescind the award of the Proposal, whichever is applicable. In such an event, termination shall be in addition to any and all of the legal remedies available to the School District as set forth above.

The Shelton Public Schools may terminate this Contract at any time by a notice in writing from the Shelton Public Schools to the Contractor. If the Contract is terminated by the Shelton Public Schools as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Any pre-payments made to the Contractor by the District pursuant to the terms of these specifications shall be adjusted and any monies that should be refunded to the District shall be remitted within 15 days. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program, or for cause due to violations of the operating requirements consistent with the terms in these specifications. The “lack of funding” or “cause” descriptions do not preclude any other rights afforded the Shelton Public Schools under the terms as specified in the Specifications or subsequent contract documents, or as provided for in Municipal or State law.
HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY SHELTON PUBLIC SCHOOL DISTRICT, SHELTON PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, CITY OF SHELTON, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE SHELTON PUBLIC SCHOOL DISTRICT OR CITY OF SHELTON FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

(A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE SHELTON PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;

(B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT;

(C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE SHELTON PUBLIC SCHOOL DISTRICT, THE SHELTON PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, THE CITY OF SHELTON, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE SHELTON PUBLIC SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR’S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SHELTON PUBLIC SCHOOL DISTRICT, SHELTON PUBLIC SCHOOLS BOARD OF EDUCATION, THE CITY OF SHELTON, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SHELTON PUBLIC SCHOOL DISTRICT OR ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE SHELTON PUBLIC SCHOOL DISTRICT, SHELTON PUBLIC SCHOOLS BOARD OF EDUCATION, THE CITY OF SHELTON, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SHELTON PUBLIC SCHOOL DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR’S COMPLETION OF SERVICE OR OTHER PERFORMANCE HERUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE SHELTON PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

THE CONTRACTOR WAIVES ALL RIGHTS OF SUBROGATION AGAINST THE CITY OF SHELTON, SHELTON PUBLIC SCHOOL DISTRICT, SHELTON PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, ITS OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES FOR DAMAGES CAUSED BY THE CONTRACTOR INVOLVING PROPERTY DAMAGE OR BODILY INJURY.

Signature ___________________________ Date ___________
I. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a Joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

3) No attempt has been made or will be made by the Proposer to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Firm Name: Landmark Student Transportation

Business Address: 16 Industrial Parkway South
Aurora, Ontario, Canada L4G 0R4

Telephone No. 289-840-7110. Date of Proposal: __________________________

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.

Signature __________________________ Date Aug. 26, 2013

Title President __________________________
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**Note:** Rates are subject to change based on fuel prices and other factors.
OPERATING AGREEMENT FOR SCHOOL BUSES

THIS OPERATING AGREEMENT FOR SCHOOL BUSES is made this 2013 day of DECEMBER, 2013, by and between the CITY OF SHELTON, whose address is 54 Hill Street, Shelton, Connecticut, 06484, (hereinafter called “City”) and LANDMARK STUDENT TRANSPORTATION INC., whose address is 11Industrial Parkways, Aurora, Ontario, (hereinafter called “Operator”).

WITNESSETH:

1. That the City and the Operator shall enter into an agreement for the operator to operate sixty (60) school buses from the City subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the “Property”):

   Sixty (60) Bluebird propane auto-gas fueled buses, detailed in Exhibit “A” – Propane Auto-gas Fueled School Buses. Each Manufacturers Serial Number and Registration No. is listed in Exhibit “B”. Together with all equipment and accessories attached thereto. All of which are included in the term Property as used herein. Operator hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this Agreement.

2. City hereby allows the Operator to use said Property for the purpose of fulfilling its service obligations for providing student transportation for the Shelton Board of Education. The Operator is prohibited from using the Property for any other purpose.

3. The initial term of this Agreement is, beginning July 1, 2013 and ending June 30, 2018, unless earlier terminated and may be extended by mutual agreement of both parties. THE PARTIES AGREE THAT ANY DEFAULT OR TERMINATION UNDER THE TERMS OF THE TRANSPORTATION SERVICE CONTRACT WITH THE SHELTON BOARD OF EDUCATION OR THE LEASE AGREEMENT OF PREMISES FOR PARKING AND MAINTENANCE OF SAID PROPERTY BETWEEN THE PARTIES SHALL BE A DEFAULT OR TERMINATION OF THIS AGREEMENT AND SAID VEHICLES OR PROPERTY SHALL BE RETURNED TO THE CITY.

4. In consideration of said Agreement, Operator covenants and agrees as follows:
(a) To pay City for the possession and use of said Property for the purpose aforesaid, One Dollar ($1.00), and such other considerations as agreed to by the parties including, but not limited to, the performance of the Contract between the Operator and the Shelton Board of Education for student transportation.

(b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

(c) Operator will house said vehicles in the City of Shelton and use said vehicles solely in the City of Shelton for its obligations under the Contract with the Shelton Board of Education for student transportation.

(d) Operator accepts the Property in its present condition, and during the term of this Agreement and until return and delivery of the Property, Operator shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted and shall repair at its own expense any damages to said Property caused by operation or by Operator or others during the term of this Agreement and until delivery of the Property to the City. Nothing in this Agreement shall require the City to provide or pay for any maintenance costs or any costs for sanitizing, washing, or storage.

(e) Neither Operator or others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of said Property and Operator agrees that neither it nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take any action that might mature into such lien.

(f) Operator shall be responsible and liable to the City for, and indemnify City against any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this Agreement or until return and delivery of the Property to City. Operator shall be responsible and liable for, indemnify City against, hold City free and harmless from any claim or claims of any kind whatsoever for or form, and promptly pay any judgment for, any and all liability for personal injuries, death and property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Operator or to others in the custody, operation or use of, or with respect to, said Property, during the term of this Lease or until the return and delivery of the Property to City. Operator shall execute the Hold Harmless Agreement attached hereto as Exhibit "C".
(g) Operator will keep insured from and including this day until return and delivery of the Property to City, in such company or companies as City shall approve, according to applicable standard forms of policy and limits, as required by the City. The City of Shelton shall be named as an additional insured and loss payee.

(h) The Property is new, with full manufacturer’s warranties in effect for all vehicle systems and sub-systems, including cameras and radios. It is the responsibility of the City to complete the documentation necessary to establish and maintain those warranties with the various manufacturers. Upon completion, all such documentation shall be provided to the City. It is the responsibility of the Operator to perform or cause to be performed such maintenance as required to preserve the warranties and provide contemporaneous documentation of such maintenance as required maintaining those warranties. In the event that a warranty claim is made and subsequently denied by the manufacturer, the Operator shall be financially responsible.

a) The City reserves the right, during normal business hours, to inspect, or hire a third party to inspect the vehicles, the maintenance records and maintenance facilities of the Operator.

i. Failure to provide required maintenance and appropriate document will result in the following penalties:

1. $500.00 per day penalty.

(i) It shall be the responsibility of the Operator to provide a level of maintenance and documentation of such maintenance sufficient to meet the requirements of the City’s financing company, the provider of the lease financing for the Property.

i. Failure to provide such maintenance shall result in the following penalties:

1. $500.00 per day.

(j) Operator shall return and deliver at the expiration of the term herein granted the whole of said Property to the City in as good condition as the same is as of the date of the delivery of the Property, reasonable wear and tear accepted.

(k) It is mutually agreed that in case Operator shall violate any of the aforesaid covenants, terms and conditions City at its option without notice terminate this Lease and take possession of said Property wherever found.
(l) Notwithstanding any provisions of this Agreement, this Agreement
is conditioned upon a Contract being in force between the Operator and the Shelton
Board of Education for student transportation. Any termination of the aforesaid Contract
will automatically terminate this Agreement.

* (m) The City will provide a location for parking of the vehicles and such
other equipment utilized which the Operator shall use at all times. Maintenance and
repairs shall be done at a maintenance facility or such other facility leased by City to
operator. The Operator shall be required to maintain the vehicles at the Operator's sole
cost and expense in accordance with all manufacturer's recommendations and
warranties.

WITNESSED:

Candee Burke
Print Name: Candee Burke

Sharon Todié
Print Name: Sharon Todié

CITY OF SHELTON

By: Mark A. Lauretti, Mayor

LANDMARK STUDENT TRANSPORTATION INC.

By: [Signature]

Print Name: [Signature]

Vice President
State of Connecticut
County of _____

{ss City of Shelton} Dec. 30, 2013

On this the 30th day of Dec., 2013 before me, Frank J. D'Amico, the undersigned officer, personally appeared Mark A. Lauretti, who acknowledged himself to be the MAYOR of the CITY OF SHELTON, a municipal corporation, and that he as such MAYOR, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as MAYOR.

In witness whereof I hereunto set my hand.

[Signature]
Signature of Notary Public
My Commission Expires: 12/31/17

State of Connecticut
County of _____

{ss City of Shelton} October 22, 2013

On this the 22nd day of October, 2013 before me, Frank J. D'Amico, the undersigned officer, personally appeared Greg Jones, who acknowledged himself/herself to be the (title of officer) of LANDMARK STUDENT TRANSPORTATION INC., a corporation, and that he/she as such (title of officer), being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as (title of officer).

In witness whereof I hereunto set my hand.

[Signature]
Signature of Notary Public
My Commission Expires: 12/31/17
13-24139.1D#1FD8F4F9FD0A79691
13-24134.1D#1FD8F4F9FD0A79660
13-24133.1D#1FD8F4F9FD0A79659

18 AMBULATORY PASSENGERS

ACCOMMODATE 1 WHEELCHAIR POSITION

PASSENGER SCHOOL BUS OUTFITTED TO

2013 BLUE BIRD MICRO BRID 30

13-24132.1D#1FD8F4F9FD0A79698
13-24131.1D#1FD8F4F9FD0A79667
13-24130.1D#1FD8F4F9FD0A79666

AND REAR AC

PROPANE POWERED CHASSIS W/FRON'T
FORD E450 - 155'' W.B. DUAL WHEEL
PASSENGER SCHOOL BUS MOUNTED ON A

2013 BLUE BIRD MICRO BRID 30

EXHIBITS "A" AND "B"
EXTENSION OF OPERATING AGREEMENT FOR SCHOOL BUSES

WHEREAS, the CITY OF SHELTON whose address is 54 Hill Street, Shelton, Connecticut 06484 (hereinafter referred to as "City") and LANDMARK STUDENT TRANSPORTATION, INC. whose address is 16 Industrial Parkway, Aurora, Ontario, Canada, L4GOR4 (hereinafter referred to as "Operator") entered into an Agreement dated December 20, 2013, which is annexed hereto, whereby OPERATOR was allowed by CITY to operate school buses for the CITY, and

WHEREAS, said Agreement was for a three (3) years period beginning July 1, 2013 and ending June 30, 2016 which Agreement may be extended by mutual agreement of both parties, and

WHEREAS, the parties wish to extend said Agreement for a period from July 1, 2016 until June 30, 2018.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement shall be extended for a period commencing July 1, 2016 until June 30, 2018.

   All the other provisions of the Agreement shall remain the same.

Dated this 25 day of August, 2016.

WITNESSED:

Cyndee Burke
Print Name: Cyndee Burke

CITY OF SHELTON

By: Mark A. Lauretti, Mayor

LANDMARK STUDENT TRANSPORTATION INC.

By: Brian Walker, Vice President

Print Name:
State of Connecticut  
County of Fairfield  

On this the 25th day of August, 2016, before me, Mark P. Lauricelli, the undersigned officer, personally appeared MARK A. LAURETTI, who acknowledged himself to be the MAYOR of the CITY OF SHELTON, a municipal corporation, and that he as such MAYOR, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as MAYOR.

In witness whereof I hereunto set my hand.

[Signature]
Signature of Notary Public  
My Commission Expires: Oct. 31, 2017

State of Connecticut  
County of Duval

On this the 11th day of August, 2016, before me, Todd M. Doemel, the undersigned officer, personally appeared Steven W. Aylor, who acknowledged himself/herself to be the (title officer) of LANDMARK STUDENT TRANSPORTATION INC., a corporation, and that he/she as such (title of officer), being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as (title of officer).

In witness whereof I hereunto set my hand.

[Signature]
Signature of Notary Public  
My Commission Expires: 12/31/19
LEASE EXTENSION

WHEREAS, the CITY OF SHELTON (hereinafter referred to as “Landlord”) and LANDMARK STUDENT TRANSPORTATION, INC. (hereinafter referred to as “Tenant”) entered into a Lease Agreement (hereinafter referred to as “Lease”) dated December 11, 2013, which is annexed hereto, and

WHEREAS, the Lease was for a period of three (3) years commencing on July 1, 2013 and ending June 30, 2016 and provided for two (2) one (1) year options to be mutually agreed upon, and

WHEREAS, the parties wish to extend the Lease for a period commencing on July 1, 2016 until June 30, 2018.

NOW THEREFORE, the parties agree as follows:

1. The rent for the period from July 1, 2016 until June 30, 2017 shall be SIXTY-ONE THOUSAND EIGHT HUNDRED and NO/100 DOLLARS ($61,800.00) payable monthly commencing on July 1, 2016 at the rate of FIVE THOUSAND ONE HUNDRED FIFTY and NO/100 DOLLARS ($5,150.00).

2. The rent for the period from July 1, 2017 until June 30, 2018 shall be SIXTY-THREE THOUSAND SIX HUNDRED FIFTY-FOUR and NO/100 DOLLARS ($63,654.00) payable monthly commencing July 1, 2017 at the rate of FIVE THOUSAND THREE HUNDRED FOUR and 50/100 DOLLARS ($5,304.50).

3. All the other provisions of the Lease shall remain the same.

Dated this 25 day of August, 2016.

WITNESSED:

Cynthia Burke
Print Name: Cynthia Burke

CITY OF SHELTON

By: [Signature]
Mark A. LaReutti, Mayor

LANDMARK STUDENT TRANSPORTATION INC.

By: [Signature]
[Title]

PRINT NAME:

Cynthia Burke

PRINT NAME:

Cynthia Burke

LAW OFFICES OF RAMON J. SOUS
150 Main Street, Seymour, CT 06483
Telephone: (203) 585-0557 • Facsimile: (203) 585-0510
State of Connecticut

County of Fairfield

City of Shelton Aug. 25, 2016

On this the 25th day of August, 2016, before me, MARK A. LAURETTI, the undersigned officer, personally appeared MARK A. LAURETTI, who acknowledged himself to be the MAYOR of the CITY OF SHELTON, a municipal corporation, and that he as such MAYOR, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as MAYOR.

In witness whereof I hereunto set my hand.

[Signature]

Signature of Notary Public
My Commission Expires: Oct 21, 2019

State of Florida

County of Duval

City of Jacksonville August 11, 2016

On this the 11th day of August, 2016, before me, STEVEN WALTER, the undersigned officer, personally appeared STEVEN WALTER, who acknowledged himself/herself to be the (title of officer) of LANDMARK STUDENT TRANSPORTATION INC., a corporation, and that he/she as such (title of officer), being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as (title of officer).

In witness whereof I hereunto set my hand.

[Signature]

Signature of Notary Public
My Commission Expires: 12/10/19

LAW OFFICES OF RAMON S. SOUS
109 Main Street, Seymour, CT 06483
Telephone: (203) 856-0597 • Fasimile: (203) 856-0519
STUDENT TRANSPORTATION PENDING ISSUES

April 16, 2018

PILOT PROGRAM

2018-2019

- Board of Education Buy-In
- Drivers – Employment/Certification
- Union/Contract
- Time-line
- Project Management
- Operational Management
- Summer School
- Costs
- Rider Census
- Insurance
- Other Concerns
-----Original Message-----
From: kenneth nappi [mailto:kpnappi@sbcglobal.net]
Sent: Wednesday, May 2, 2018 9:51 PM
To: Clouet, Christopher <cclouet@sheltonpublicschools.org>
Cc: John Anglace <fanglance@comcast.net>
Subject: Re: Transportation DRAFT MOU

Received...will present it...as your draft..
Thanks,
Ken

Sent from my iPhone

On May 2, 2018, at 9:41 PM, Clouet, Christopher <cclouet@sheltonpublicschools.org> wrote:

Ken-

Please confirm receipt. Thanks.

Chris

Draft of Potential MOU
re: the City of Shelton Provision of School Bus Transportation for the Shelton Public Schools

1. Shelton Public Schools will contract with the City of Shelton for student transportation services*.

2. Shelton Public Schools will be held harmless on any and all costs associated with school bus transportation* which exceed the amount the district has budgeted.

3. City will adhere to all state and federal student privacy laws.

4. City must employ a fulltime, dedicated transportation manager, with a minimum of 5 years’ experience in public school transportation; Need right to review all maintenance and repair records on demand.

5. The district prerogative, in the current contract remains; i.e., Driver removal in board’s absolute discretion.

6. Revenue sharing: 75% of savings based on the City’s lower cost model for school transportation will be transferred to the District; in addition increases in 2018-19 ECS revenues will be transferred to the District.

7. Need a trigger permitting us to terminate and seek alternative transportation arrangements; Need established rates for each year of the agreement.

• This proposed agreement excludes special education transportation currently provided by small carriers.
From: Jack Bashar <j.bashar@cityofshelton.org>
Date: May 3, 2018 at 3:46:49 PM EDT
To: "Christopher Clouet (cclouet@sheltonpublicschools.org)" <cclouet@sheltonpublicschools.org>
Cc: 'MARK LAURETTI' <marklaurett@gmail.com>
Subject: City Bus Proposal

Chris:

The Mayor has requested that I respond, on his behalf, regarding your notification via email that you and the Board of Education are going with Durham School Services as the service provider for student bus transportation.

This email is to confirm that the City buses and the City owned terminal will not be available for use by any private provider.

Should you decide to reconsider your decision, the City will be available to continue discussion of our proposal.

Jack Bashar, Esq.
Administrative Assistant on behalf of the Mayor
City of Shelton
Office of the Mayor
Who will drive the school buses in Shelton?

By Linda Conner Lambeck  Updated 9:53 pm, Wednesday, May 9, 2018

Shelton’s new fleet of propane-powered school buses sit in the lot Thursday, Aug. 15, 2013 at the city’s bus depot.

SHELTON — City-owned school buses might be sold rather than used to transport students if the mayor’s office and school officials can’t come to terms on who should run the service going forward.

The city wants the job, with Mayor Mark Lauretti saying on Wednesday that the school board made a mistake on its last five-year bus contract.

"It is all about paying the right number," Lauretti said. "The city would save a lot of money... Everyone would be paying less."

School officials say they would welcome a proposal from the city but after several meetings they have nothing in writing and have no indication how much the city would charge to transport 3,600 city students to school each day.

"I think there is a recognition that (the city) doesn’t have enough time to create a bus company from scratch," said Schools Superintendent Chris Clouet. "It is more complex than they anticipated."

Time is running out. An extended school year program for special education students in the district starts July 9 and the district’s contract with its current provider, Landmark, a Canadian-based school bus company that uses the city’s buses and depot, ends June 30.

Last week, the school board directed Clouet to start negotiating with Durham School Services, the lowest bidder of firms that responded to a request for proposals in November. Earlier this month, Durham told the district they would withdraw their bid if the board didn’t make a decision.
Durham's bid was for $3.7 million, or $600,000 a year more than the current school bus contract, officials said.

A day later, Clouet's office received an email from Jack Bashar, Lauratti's chief of staff, notifying the district that the city buses and city-owned terminal will not be available for use by any private provider.

On Wednesday, a bi-partisan majority of the school board issued a letter to Hearst Media saying that the mayor's decision would likely add a million dollars to the cost of transportation and deepen the district's anticipated 2018-19 fiscal year shortfall.

"Given a choice between Durham — an established, highly respected company — and an undeveloped program with undefined costs, no written proposal and no experience running school buses, we made a business decision and went with the confidence-inspiring low bidder," said the board's Letter to the Editor.

School Board Chairman Mark Holden said the city purchased the fleet of 60 propane-fueled school buses five years ago for $5 million. They are paid off in June.

"Hopefully the mayor will realize this was a mistake," Holden said.

Lauratti said the city bought the school buses to save money and didn't.

"There is no motivation for them to be strong negotiators because someone else is paying," said Lauratti. He declined to say how much the city would charge to run the buses or if savings would be passed along to the district.

"All I can tell you is it is extremely cheaper," the mayor said.

John Anglace, president of the Shelton Board of Aldermen, agreed, saying the busing cost should not be going up $600,000.

"I know what we expect to save but I am not prepared to say," Anglace said.

Anglace maintains the city was waiting on a memorandum of understanding from the school district before it could sit down with the labor union and hammer out a price.

Clouet said Wednesday the city was provided a framework for that memorandum hours after it was requested.

At a special meeting with the board on Wednesday, Clouet said that the Durham bid is comparable with others in the region. It was also bid with presumption that the city was providing the buses. Without them, the bid could go up by $1 million.

Board member Dave Gioiello said the district shouldn't be awarding the job to a firm — meaning the city — which has never run a bus service before.

"You just don't put together a corporation in four to six weeks," Gioiello said.

Beyond experience, Clouet said Durham runs other school districts in the area — including Trumbull and Milford — so can have a pool of substitute or spare drivers available when needed.

In the absence of a deal, Lauratti said the city would sell the buses.

"That is not a problem," he said. "There is a market for these things. Everyone needs them."

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Bus contract could cost education board $1 million

By Aaron Berkowitz on May 16, 2018 in Community, Lead News, Schools

About author

Aaron Berkowitz

The city has yet to decide which company will drive its students for the next five years, and it could end up costing it approximately $1 million, according to Board of Education Chairman Mark Holden.

The extended school year program for Shelton special education students in the district begins July 9 and the district’s contract with its current provider, Landmark, ends June 30.

Selling the city’s school buses could be a way for the district to save and make money, rather than using them to transport its students, Mayor Mark Lauretti said. The scenario in which the city sells its buses will take place only if the mayor and education board can’t come to an agreement on a bus contractor.

The Board of Education’s ability to make a decision on a service provider became more complicated when Lauretti recently announced that no private contractor the district hires would be permitted use the city-owned school buses, bus yard or repair facility.

Board of Ed members Holden, Tom Minetti, Kate Kutash, Anne Gaydos, Mandy Kilmartin, and David Gioiello issued a letter to the editor last week expressing their concerns about the effects of Lauretti’s announcement about the limits of private contractors.

This inconvenience to service providers is where the board stands to lose the estimated million dollars, according to Holden.

“This means that with two months to go until summer school, we are forced to go back to look at all of the bidders and they’ve got to figure out where they can come up with 60 buses and where they can park them,” said Holden. “When contractors bid, they figured that they would be able to use the city-owned buses like Landmark has for the past five years and they bid based on being able to rent the parking lot and repair facility for $60,000 for the year. Now they need to find a place to park and work on the buses and they don’t have a lot of time to do it. Plus, they need to find about 60 buses they can use. They could end up buying the buses the city is threatening to sell, but what kind of deal is the mayor going to offer them on something like that?”

Holden said it’s not clear how much the city would charge to transport 3,600 of its students to school each day.

The lowest bidder for district transportation, Durham, told the board it would withdraw its bid if the board didn’t make a decision. Durham’s bid was $500,000 per year more than the current school bus contract with Landmark.
Lauretti said there's no reason the contract should be increasing by that amount.

"Mark Holden put himself in that spot," said Lauretti. "They've refused to go with the city's proposal on school transportation. We put the best solution on the table for them and they declined."

With fingers in the mayor's office pointing at the Board of Ed, Holden said, he's hopeful the mayor will soon understand how much of an impact this additional cost could have on the district's staff and students.

"We are hoping that the mayor will change his mind. We don't really have any reason to believe that will happen based on past practice, but perhaps if he understands how nasty this really is for us then he will," said Holden while explaining the struggle of having to make budget cuts. "One of the toughest parts about being funded at the level we have been for years now is that we've already cut the 'easy stuff' to find. Actually, we've probably cut all that we can, so a lot of it is going to come out of teachers. We're going to see class sizes climb considerably."

Holden said the city could help the Board of Education by giving it access to the additional $680,000 that was figured into the state's budget for the Education Cost Sharing grant last week.

"That is money they could give us without costing the taxpayers anything. The mill rate would remain as proposed by the mayor," said Holden.

Lauretti said the Board of Education's budget struggles are a result of its negotiation tactic. The mayor added that the city's purchase of 60 propane-fueled buses five years ago for $5 million to help save money didn't work. The buses will be paid off in June.

"Correct the structural deficiencies and then you'll have support, but until you do that I'm not allowing them to throw good money at the bad, which is what they do all the time," said Lauretti. "They negotiate these contracts and say, 'You just pay for it' to the city. They do the same thing with employment contracts. Everybody gets taken care of and you guys just pay for it. They're going to do what they're going to do. If they were better negotiators we wouldn't be in this situation. They're going to lay off teachers, but everyone in central office gets a nice pay increase."

The Board of Aldermen plan to vote on the city's final budget Tuesday, May 29. The Board of Education will have until the end of June to determine what its budget will look like.

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Via Electronic Mail

May 15, 2018

Francis Teodosio, Esq.
Teodosio Stanek
Superintendent
375 Bridgeport Avenue
Shelton, CT 06480

Re: Shelton Board of Education and City of Shelton – Transportation Dispute

Dear Attorney Teodosio:

As you know, this firm represents the Shelton Board of Education (the “Board”). As you may also be aware, the Board and your client, the City of Shelton, (the “City”) have held lengthy discussions concerning the provision of legally mandated transportation to Shelton students. A history of these discussions, and a proposal for resolving the dispute that has arisen from the discussions, is set forth below.

The City approved bid specifications pursuant to the process prescribed by the City Charter. The bid specifications expressly required bidders to submit bids contemplating the use of buses owned by the City. After the bidding process was complete, the City asked the Board to allow the City to provide these transportation services directly. The Superintendent of the Shelton Public Schools, Dr. Christopher Clouet, and other Board staff, held numerous discussions concerning the legality and logistics of the City’s request. The parties exchanged written communications, as well. However, the City never provided a written proposal to the Board. Finally, on April 30, 2018, the Board voted unanimously to authorize Dr. Clouet to enter into an agreement with the City for the provision of transportation services on or before May 2, 2018. The Board’s motion also indicated that, in the event of a written agreement with the City by May 2, 2018, Dr. Clouet was to commence the process of reaching agreement with Durham Transportation (“Durham”) to provide the transportation services to Shelton’s students.

Just before the close of business on May 2, 2018, City officials requested that Dr. Clouet provide a written framework for an agreement with the City to provide the transportation services. Dr. Clouet did so that evening. However, the City did not provide a written response to the framework. For that reason, Dr. Clouet commenced the process of reaching an agreement with Durham, as the Board had directed in its March 30th vote. Dr. Clouet informed the City of this
action. The Mayor of the City of Shelton, Mark Lauretti, then directed his assistant, Jack Bashar, Esq., to indicate to Dr. Clouet that the City would not permit Durham or any other vendor to utilize the City buses, even though the City had approved the bid specifications which included the use of the City buses. Mr. Bashar did so, and confirmed the information in an electronic mail message. The Board believes that this action constitutes tortious interference by the City in the contractual relationship between the Board and Durham.

However, the Board’s primary concern is the provision of safe transportation services to the students of Shelton, in cooperation with the City. Accordingly, the Board has asked me to communicate the following offer to the City: The Board will lease the buses from the City for use by Durham or another vendor, for one hundred thousand dollars ($100,000) per year for the life of the Board’s agreement with the vendor. The $100,000 payment would also cover the Board’s share of the cost of the propane fuel for the buses during each year of the Board’s agreement with its transportation vendor. In addition, the Board is willing to continue to lease the yard where the buses are housed and serviced under the same terms as in the current agreement between the Board and its current vendor.

I look forward to hearing from you. It is the Board’s hope to reach an agreement with the City without resort to legal action by the Board or Durham.

Sincerely,

/s/

Christine L. Chinni

Cc: Christopher Clouet, Ed.D.
May 16, 2018

Christine L. Chinni
Chinni & Meuser, LLC
30 Avon Meadow Lane
Avon CT 06001

Re: Shelton Board of Education and City of Shelton Transportation Issue

Dear Ms. Chinni:

Thank you for the May 10th letter of Mr. Drapp and your letter to me of May 15, 2018.

The City of Shelton has not engaged in tortious interference. It has used its Charter given authority as noted in the bid specifications.

It is the Board of Education “BOE” that is engaging in at best invalid and at worst illegal action by:

1) Not complying with Section 7.14 of the Charter;
2) Engaging in a second round of bidding not authorized nor done in accordance with accepted protocol of the finance department and the City Charter; and
3) Preparing to vote or voting on a bus contract with Durham or another vendor without a Board of Aldermen authorized expenditure.

Recognizing that item 3 may occur shortly, please advise the BOE that such action is in violation of Section 7.10 (a) and other sections of the City Charter. The City remains receptive and will be available to continue discussions to resolve this matter.

Sincerely yours,

Francis A. Teodosio

FT/kb
Enc.
SPECIAL MEETING
BOARD OF ALDERMEN
MONDAY, MAY 21, 2018
6:30 P.M. IN THE AUDITORIUM
(PRIOR TO THE BOA BUDGET WORKSHOP
SET FOR 7 P.M. IN THE AUDITORIUM)
SHELTON CITY HALL, 54 HILL STREET, SHELTON, CT

• CALL OF THE MEETING
• PLEDGE OF ALLEGIANCE
• AGENDA ITEMS

1. STUDENT BUS TRANSPORTATION UPDATE

Adjournment