

SPECIFICATIONS FOR OUT OF TOWN TRANSPORTATION FOR STUDENTS WITH DISABILITIES



NAUGATUCK PUBLIC
SCHOOLS,
NAUGATUCK,
CONNECTICUT

BID #202303-1

SPECIFICATION RELEASE: March 20, 2023

PROPOSAL SUBMITTAL: April 17, 2023 12:00 pm

Out-of-Town Transportation for Students with Disabilities
2023/2026 School Years (Option to bid one or three year pricing)

Specifications

1. Aides to be provided by transportation company at a per trip charge.
2. Contractor is required to carry the following insurance coverage and limits:
 - A. Workers Compensation: The Contractor shall provide workers compensation and employers' liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease and a policy limit of \$1,000,000.

B. Commercial General Liability Insurance: The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Borough of Naugatuck and the Naugatuck Board of Education as additional insured.

Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self insured retention carried by the Borough of Naugatuck.

Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

C. Commercial Automobile Insurance: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage with a limit of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis.

D. Umbrella Liability Insurance: The Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$10,000,000 each occurrence and \$10,000,000 in the aggregate. The policy shall name the Borough of Naugatuck and the Naugatuck Board of Education as additional insured.

E. A Certificate of Liability Insurance evidencing all of the above insurance coverage's must be sent to the Naugatuck Board of Education and must be kept up-to-date for the life of the contract. The certificate must state that 30 days notice of cancellation, termination or modification of these policies will be given to the Naugatuck Board of Education. Insurance is to be placed with insurers that are acceptable to the Naugatuck Board of Education but in no case shall these policies have less than an "A-VII" Best's financial rating.

F. The Contractor will agree to indemnify and save harmless the Borough of Naugatuck and the Naugatuck Board of Education, their officers, employees, agents and servants from and against all liability, claims, causes of action, loss, damage or expense of any kind and description due to bodily injury including death resulting therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the performance or lack of performance of the contract. Such expense shall include reasonable attorney's fees incurred by the Board to enforce this paragraph.

3. A letter is to be submitted at the time of bid opening from authorized insurance carrier that said bidder could obtain this required coverage.
4. All vehicles must be 2019 models or newer. No exceptions or alternates. All Type II vehicles must be diesel powered.
5. All vehicles must be properly identified as to carrying school children with roof mount signs.
6. All equipment provided by the Contractor shall be maintained in a condition of cleanliness, good mechanical order and safety, meeting the reasonable requirements of the Board, and in a condition which shall meet all requirements of the State of Connecticut and the Department of Motor Vehicles and all other federal, state and local agencies. The Board reserves the right to demand replacement of any vehicle that fails to meet any of the above requirements. The Board shall have upon demand monthly access to all maintenance records for each vehicle. The Board reserves the right through its duly authorized agents to inspect any and all vehicles and their operations by riding as a passenger or by any other reasonable means.
7. All fuel (diesel and gasoline) used for the purpose of this transportation is to be purchased and paid for by the contractor(s). No exceptions or alternates. Fuel storage for all fuel also to be provided by the contractor(s).
8. The bus contractor shall be fully responsible for care and supervision of pupils during their period of transportation.
9. The bus contractor and its vehicle operator will be required to comply with the laws of the State of Connecticut and all regulations or requirement of the State Motor Vehicle

Department, Public Utilities Control Authority, the Naugatuck Board of Education and any other applicable laws.

10. All successful contractor(s) must have a pre-employment drug-testing program in accordance with Connecticut State Law. In addition, the Contractor shall perform criminal records checks on all operator/drivers prior to service. The Board, acting through its Superintendent of Schools, shall have the absolute right to require the Contractor to immediately remove a driver from the operation of any vehicle transporting Naugatuck students. The Contractor assumes full responsibility for the action of said drivers while performing services pursuant to this Agreement, including sole responsibility for supervision, daily direction and control, payment of salary (including withholding of income taxes, F.I.C.A. and other payroll taxes), worker's compensation and the like.

11. The Naugatuck Board of Education may cancel agreement if the bus contractor fails to perform his obligations to the reasonable satisfaction of the Naugatuck Board of Education. The Board may cancel agreement upon 30 days notice to bus contractor, provided however, that if at any time the Board shall be of the opinion that permitting the bus contractor to furnish transportation will endanger the physical, mental, or moral well being of any child it may cancel this agreement upon five (5) days notice to the contractor.

12. Any accident involving pupil transportation shall be reported to the Office of the Superintendent of Schools and the Naugatuck Board of Education Business Office as soon as possible and not later than thirty minutes after such accident. A detailed written report will be submitted to the Board as soon thereafter as possible and not later than five (5) days after the date of such accident.

13. The bus contractor shall furnish vehicles for each school day except as the Superintendent of Schools may direct. On certain days, schools will be opened later or closed earlier, and the Contractor shall have the personnel and equipment necessary to transport students on such occasions. The Board, through the Superintendent of Schools, will reserve the right to cancel school days due to inclement weather, epidemics or other emergencies, and to change and adjust the school calendar and will notify the Contractor of such changes in schedule.

Inasmuch as the contract concerns a needed public service, the provisions of the contract relating to the daily schedule and regulations which may be promulgated by the Board relating to the same will be of the essence of the contract. Accordingly, the Contractor shall prosecute the work diligently so as to assure adherence to such schedule and regulations. The approved schedule must be followed as specified. No change in any route shall be made by the Contractor unless such change is made at the request of, or with the prior permission of, the Superintendent of Schools or his designee.

14. The Board of Education reserves the right to accept, reject or to award the contract in whole or in part, in a manner, which in its opinion best serves the interest of the Naugatuck School District.

15. Seat belts required on all vehicles – car seats and restraint systems to be provided by contractor(s).

16. The Board will delegate to the Contractor the necessary authority to supervise and to control the students on the busses and vans operated pursuant to such rules as are adopted by the Board. Such authorization shall not, however include the right to administer corporal punishment, nor the right to eject any student in route or otherwise. The Contractor will agree that its operators will enforce such reasonable rules as are promulgated by the Board and its agents, and report in writing to the Contractor the names of children who misbehave and cannot be managed by the driver.

17. Vehicles shall not be operated at an excessive speed but always in a reasonable and prudent manner, with due regard for the safety and welfare of the pupils transported, and must at all times comply with state, federal and local laws, rules and regulations. The transportation of a student shall be deemed to have begun when such student makes contact with the school bus or van and shall be deemed to have ended when the student has completely alighted from the bus or van at a reasonable, safe place, including crossing the street (if allowed in the route description), in view of the circumstances then prevailing. No driver shall allow children to leave the bus except at scheduled stops unless otherwise authorized. Drivers are to remain on the bus at all times when children are on board unless relieved by authorized personnel.

18. The Contractor shall transport only those pupils who are designated by the Board.

19. The Contractor shall procure, by August 1, 2023, and maintain in force, a performance bond from an insurance company licensed to do business in the State of Connecticut for the benefit of the Board and the Borough of Naugatuck, conditioned upon the faithful performance of the terms of the contract in an amount equal to Fifty (50%) Percent of the contract amount as estimated for each year of the contract. The bond may be furnished for one (1) year periods commencing August 30th and ending August 29th of each year but each such one (1) year bond shall be furnished and delivered to the Board by June 1st of each year preceding the August commencement date of each such bond. The Contractor will be notified by April 1st of each contract year of the succeeding year's estimated cost for bond limit purposes. At the sole discretion of the Board of Education, the Contractor shall, in lieu of procuring and maintaining a performance bond, deliver to the Board in a fashion the Board prescribes, unencumbered titles to the number of vehicles used to transport Naugatuck students which the Board deems adequate to secure its interests under the contract and shall cause the Naugatuck Board of Education to become the first record lien holder of said vehicles by endorsing whatever papers are necessary to file the titles to said vehicles with the Department of Motor Vehicles of the State of Connecticut showing a first lien in favor of the Board of Education. The Contractor shall deliver to the Board a duplicate

set of keys to all of the aforementioned vehicles, which shall be held by the Board until the expiration of the contract. In the event that the Contractor defaults in the performance of the contract, the Board, or its authorized designees, shall have the right to and may enter the premises of the Contractor either by force or otherwise, without being liable for any prosecution or damages therefore, and may remove any or all of the vehicles in which it is a first recorded lien holder and may use any or all of said vehicles for any purpose as in its discretion it sees fit, including but not limited to the transportation of passengers on Board business and the sale of the said vehicles and retention of the sales proceeds.

20. All buses (including spares) shall have digital cameras with sound for monitoring bus activity. Contractor will provide access to bus videos when requested. \$250.00 per day per bus liquidated damages may be assessed for any bus that violates this mandate. Videos must be provided within 24 hours upon request.

21. The bus contractor shall notify the Office of Special Education if, at any time, children from another district are added to our transportation vehicle(s) and adjust cost as necessary.

22. All bidding companies must have a minimum of three (3) years experience as a special needs transportation provider in Connecticut. A reference list of town, cities, and or school districts currently under contract must be provided with each bid.

23. These bid specifications and any documents which are incorporated by reference and made a part of these specifications will be part of any contract for services entered in by the Board and the Contractor.

General Conditions

1. The Board of Education reserves the right to reject any and/or all bid(s) or any parts thereof for any reason whatsoever, to accept and/or reject any alternate proposal(s), to waive any informality or technical defect in any bids or in provision in the invitation to bid, to require a modification of the contract terms at any time, and to select the vendor who, in the opinion of the Board, will meet the best interests of the Board, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the Board be responsible for the cost of preparing any bid or proposal. The Board is an equal opportunity employer.
2. The Naugatuck School District shall not enter into any contract for purchasing with a person, agency or organization if it has knowledge that such person, agency or organization discriminates on the basis of race, religious creed, national origin, ancestry, age, sex, marital status, sexual orientation, genetic information or disability in establishing and implementing hiring and employment practices.
3. The bidder is to clearly state in the bid exactly what the bidder intends to furnish and supply with the bid in order to satisfy the terms and conditions of the contract.
4. After the opening of the bid, all bids will remain firm for a period of sixty (60) days.
5. All work shall be in accordance with the attached specifications.
6. Until a contract has been executed, no vendor can claim any contract rights by virtue of the receipt of the notice of acceptance of the bid alone. Awarding of the contract shall mean that both the accepted vendor and the Naugatuck School District have executed a contract.
7. Bidders shall exclude Federal Excise Taxes and State of Connecticut Sales Taxes because Naugatuck School District is exempt.
8. A bidder may supply alternative bids that would save the district money along with the required completed bid. Any money saving proposal must be fully documented and be in full compliance with all applicable law.
9. Proposals will be received until 12:00 p.m., April 17, 2023, at the Naugatuck Board of Education, 497 Rubber Avenue, Naugatuck, Connecticut 06770 at which time and place all proposals will be publicly opened. All proposals must be submitted in a sealed envelope clearly labelled "Out of Town Transportation for Students with Disabilities Bid" and addressed to the attention of Bernice Rizk/Business Manager.

**OUT OF TOWN
TRANSPORTATION FOR
STUDENTS WITH DISABILITIES
BUS ROUTES BID FORM
NAUGATUCK PUBLIC SCHOOLS
2023/2026
SCHOOL YEARS –
Vendor can bid
contract term of
1 year or three
years**

ALL ROUTES/SCHOOOLS ARE SUBJECT TO CHANGE BASED ON NAUGATUCK PUBLIC SCHOOLS NEEDS

	2023-2024	2024-2025	2025-2026
DESCRIPTION	PROJECTION	PROJECTION	PROJECTION
ACES – Ansonia Middle School			
ACES – Mill Elementary /Academy, North Haven			
ACES – Whitney , Hamden			
ACES Village			
American School for the Deaf			
Ben Bronz			
Benhaven			
B&G Village			
Cedarhurst			
CES			
CREC River St. School			
Feroletto School, St. Vincents			
High Roads Wallingford			
HOPE Academy			
Oak Hill			
Raymond Hill/Klingberg			
Solterra			
Speech Academy			
Wheeler Clinic/NWVS			
Wintergreen Magnet School			
MONITORS - Naugatuck			

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____