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STUDENT TRANSPORTATION CONTRACT

Between



WEST HAVEN PUBLIC SCHOOLS

and

WINKLE BUS CO. OF WEST HAVEN, INC.

2023-2028

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STUDENT TRANSPORTATION CONTRACT

THIS CONTRACT (hereinafter "Contract") is made by and entered into effective the 1st day of July, 2023, by and between WEST HAVEN PUBLIC SCHOOLS with a principle office located at 355 Main Street, West Haven, CT 06516 (hereinafter the "District") and WINKLE BUS CO. OF WEST HAVEN, INC., with its principle office located at 10 Industry Drive, West Haven, CT 06516 (hereinafter the "Contractor").

RECITALS:

- A. The District is a public schools system located in the State of Connecticut.
- Pursuant to an Invitation to Bid (Bid #2023-23) the District solicited proposals for student transportation services, and Contractor was the successful bidder.
- C. The bid documents require that upon notification that they are the successful bidder, the successful bidder must enter into a contract with the District containing the terms and conditions set forth in the bid document.

NOW, THEREFORE, the undersigned parties agree as follows:

1. DEFINITIONS

	1. DEFINITIONS
1.1 DEFINITIONS	
"Proposal Documents"	 Includes the Invitation to Bid, instructions to proposers, Request for Proposals, the proposal forms, all appendices and proposal and contract forms, and all Addenda issued prior to receipt of proposals, in connection with West Haven Public Schools Invitation to Bid #2023-23.
"Board"	- the Board of Education of the City of West Haven, Connecticut.
"Contract"	 the Contract executed by the Board and the Contractor to provide the transportation services described in the Proposal Documents.
"Contractor"	 Winkle Bus Co. of West Haven, Inc.
"Dead Head Mileage"	 Mileage to and from the Contractor's location(s) that is not considered part of the District's bus routes or trips for time or mileage payments.
"Drop and pick"	 A process of having a bus take a trip or team to a destination site, and then departing with the same or another bus returning to the site to pick up the trip or team.
"He/she/it, him/her/it"	 When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she/they and/or him/her/them and it.
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"School Day"

 definition of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses drop off the last student in the P.M. Specific "live hours" for the purposes of this contract, and payment, are described herein.

"School District" or "District"

means the West Haven Public Schools.

"School Year"

The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.

"City"

the City of West Haven, Connecticut.

2. TERM

This Contract will be for a period of five (5) years, 2023-2024 (7/1/23-6/30/24) school year through 2027-2028 (7/1/27-6/30/28) school year. There is an option for three (3) additional years. The Contract includes public and non-public school home-to-school transportation, early and late public services, identified special education transportation, summer transportation, and extra-curricular services including field and athletic trips. The District reserves the right to hire other transportation providers to provide certain special education transportation and extra-curricular services.

3. TRANSPORTATION PROGRAM

A. Home to School

 Based on projected enrollment for 2023-24, it is anticipated that the following number of vehicles (not including spares) will be utilized:

Type I Buses — 71 passenger	40
Type I Bus (1 wheelchair station)	2
Type II Buses - 18 passenger	18
Type II Buses (4 Wheelchair Stations) - 13 passenger	8

2. In addition to the above vehicles, the Contractor will retain at least five (5) operational Type I buses, one (I) operational regular Type II bus and one (I) operational Type II Wheelchair bus, to be held in reserve at the local base of operations during the time that scheduled vehicles are in operation. In the event that service cannot be provided by the scheduled vehicle on any route for any reason, the Contractor must use a comparable substitute vehicle in order to serve this contract daily with the required number of vehicles, including service to pupils requiring wheelchair stations.

 The Bid requires service to be furnished to nine (9) West Haven Public School buildings as well as the private, public magnet, and state technical schools, listed below:

	School	Grade Level	School Times	Buses Utilized	
#	West Haven High School	9-12	7:25 a.m 1:45 p.m.	Type I 23	Type II 8
Ħ.	Bailey Middle School	7-8	7:40 a.m 2:15 p.m.	Type I 21	Type II 7
#	Carrigan Intermediate School	5-6	8:15 a.m 2:40 p.m.	Type I 23	Type II 7
Ħ	Mackrille Elementary School	PK-4	8:55 a.m 3:25 p.m.	Type 1 9	Type II 5
#	Seth Haley Elementary School	PK-4	8:55 a.m 3:25 p.m.	Type I 9	Type II 6
#	Pagels Elementary School	PK-4	8:55 a.m 3:25 p.m.	Type I 8	TypeII 9
#	Washington Elementary School	PK-4	8:55 a.m 3:25 p.m.	Type I 7	Type II 5
#	Savin Rock Community School	PK-4	8:55 a.m. – 3:25 p.m.	Type I 11	Type II 5
#	Forest Elementary School	PK-4	8:25 a.m 2:55 p.m.	Type I 12	Type II 6
	Notre Dame High School	9-12	7:30 a.m. – 2:25 p.m.	Type 1 6	Type II 6
	St. Lawrence School	Pre-K - 8	7:30 a.m 2:15 p.m.	Type I 7	Type II 0
	Platt Technical School	9-12	7:30 a.m. – 2:10 p.m.	Type I 8	Type II 0
	Eli Whitney Technical School	9-12	7:30 a.m. – 2:00 p.m.	Type 1 5	Type II 0
	Lyman Hall High School	9-12	7:30 a.m 1:55 p.m.	Type I 0	Type II 5
-	New Haven Magnet Schools	9-12	7:30 a.m 2:10 p.m.	Type I 10	Type II 3

During the five year contract period, the exact locations and times to which transportation is now required may be subject to change by the District. Changing requirements may be imposed upon the District during the contract period, altering the transportation requirements forecast or implied herein.

Pre-K Sessions (Mid-day)

School	A.M Session	P.M. Session	Buses Utilized	
Mackrille Elementary School			Type I	Type II 4
Seth Haley Elementary School			Type I	Type II 6
Pagels Elementary School			Type I	Type II 4
Washington Elementary School			Type I	Type II 4
Savin Rock Community School			Type I	Type II 4
Forest Elementary School			Type I	Type II 4

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Currently <u>26</u> routes are in use to cover a.m. dismissal and p.m. pickup at mid-day for Pre-Kindergarten. Furthermore, "One Way" is defined as transporting students in one direction and "Two Way" is defined as transporting morning Pre-Kindergarten students home and bringing afternoon Pre-Kindergarten students to school.

Transportation for West Haven High School and Bailey Middle School students are provided after the regular daily runs are finished. Routes will be established for such purposes, normally operating from $3:00 \ PM - 5:00 \ PM$, approximately three days weekly during the course of the school year.

Due to early closings, scheduling changes, revisions to the calendar, grade level changes, power failures, or other such causes, the above times are subject to change by the District.

 West Haven, in accordance with State of Connecticut statutes, provides transportation of resident students to programs in other public and nonpublic schools, such as:

> St. Lawrence, Notre Dame High School, Platt Tech, Lyman Hall, Magnet schools located in New Haven, CT.

The operating hours for all buses, including extra-curricular and athletic buses, are defined from the time of the first student pickup to the last student drop-off at the school and from the time of departure from school to the time of the last student drop-off on homeward trips.

The operating hours do not include time factors resulting from the Contractor's own requirement of report time for his/her personnel for such route preparations as inspections, fueling, etc., and returning to the garage after routes/trips are completed.

6. The vehicles currently providing service to four tiers generally operate with the following Type I buses: 40 at 6 ½ hours each day. The <u>VoAg school</u> buses utilize 23 Type I buses at 5 hours each and 8 Type II at 5 hours a day. It is understood that generally four tier operating hours will be from 6:00 AM and 4:45 PM.

However, based upon the school calendar, distribution of students, school tier rotation, and special education programs, required operating hours will be reduced accordingly.

A two way Pre-Kindergarten route generally operates $\underline{I} \not \underline{K}$ hour at midday. A one way Pre-Kindergarten route generally operates for \underline{I} half hour at midday.

8 late bus routes generally operate 2 hours at the end of the day on five days a week.

7. The Contractor will agree to transport school children according to the school calendar in effect for each school year of the contract, with the provision that the District reserves the right to change this calendar as conditions may warrant. Other public and private schools to which transportation is provided under this contract may operate on days which West Haven Public Schools are not in session and vice versa. Though public and private school calendars may vary, all schools are currently entitled to service for 182 days per year. Any additional

days for which service might be required will be paid for at the per bus/per day late as set forth in the Contractor's bid.

- During inclement weather, the District, through the Superintendent or his/her designee, has
 sole responsibility of altering bus schedules or canceling bus service for that day. Should bus
 service be required, the Contractor agrees that they will abide by the decision of the District
 and will run routes as normally as possible.
- 9. The Contractor agrees that on each school day, when the Superintendent or his/her designee decides to keep school for a limited session or any portion of a day, buses will be ready at the school loading areas to take pupils immediately after the time set by the Superintendent or his/her designee for the closing of school.
- 10. If, during the life of the contract, sufficient increase or decrease in school population occurs, which would require the use of additional or fewer vehicles, the District will request the Contractor to supply or reduce the necessary vehicles and drivers. All billing is to be based on rates in existence for the applicable school year, regardless of demand.

B. Other Use of Buses

- I. The Contractor agrees to furnish, upon request and in accordance with rates provided in the transportation bid form and made part of the contract, a minimum of 8-10 additional buses, as the school system may need for transporting school children on field trips, to athletic events, and to other school-sponsored activities, either in or out of the City of West Haven. When buses are provided for such use outside of the City of West Haven, those buses and drivers will always remain available exclusively for the use by the District during each trip. Buses will arrive at their pickup location fifteen minutes prior to their departure time.
- The Contractor will keep available cell phones for use by its drivers for emergencies when trips are made beyond the reach of the radio base station.
- 3. The District will have the option of engaging another contractor for any field, athletic, or activity trip in-district special education transportation, or out-of-district magnet school transportation when the Contractor does not have a bus available the date and time needed, a bus not equipped with the necessary features and where activity trips are paid completely by the students. The District currently uses other contractors for out-of-district special education transportation.

4. PAYMENTS

- A. Payments for services rendered under the Contract shall be made upon receipt of a proper itemized invoice. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format, and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis, set forth in Appendix A. Such payments shall be made monthly on the basis of services already rendered. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the District. Payment for such services will be made in check, money order, or ACH or wire transfers within a reasonable time after receipt of invoice, not to exceed forty-five (45) calendar days.
- B. Billing for trips provided to individual school buildings, or athletics, shall be submitted to the District's Business Department with sufficient detail to identify the specific program or building that requested the services. The District reserves the right to modify the invoice submittal procedure during the term of the Contract.
- C. The Contract price payable for each vehicle used in providing services under the Contract is detailed in Appendix A, which is incorporated herein by reference. The number of Vehicles needed under the Contract will vary. Any reduction in vehicles shall reduce the amount the District pays based upon the per vehicle/per day rate described in Appendix A attributable to the vehicle(s) that are no longer needed. Unless specifically authorized, under no circumstances is Contractor authorized to charge any overtime to the District.
- D. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver or bus, monitors, aides or attendant shortages, or similar operating issues that are deemed by the District to be under the control of the Contractor.
- E. The Contractor(s) shall maintain records during the term of the Contract(s) and for three (3) years thereafter of the daily services provided to the District on a route by route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

5. VEHICLE SPECIFICATIONS

- A. The Contractor will submit annually, at least <u>Z</u> calendar days prior to the first day of school, a complete list of buses to be used in the performance of the contract. The list must include the year, make, type, serial number, and marker tag of each. No equipment other than that listed will be allowed to be used in the performance of the Contract without prior notice to and approval by the Superintendent of Schools or a designee. All vehicles used hereunder must be stored, registered, and taxed in the City of West Haven.
- B. The vehicles will be manufactured by a recognized, reliable company, which has specialized in the manufacture of equipment of this type for <u>nventy</u> years or more.
- C. All vehicles must be exclusively owned-leased by the Contractor.

- All air brakes must conform to the state and federal regulations for school buses.
- E. All vehicles must be equipped with:
 - · Fire Extinguishers
 - · First aid kit
 - A seat belt cutter
 - Radio equipment capable of communicating with a base station located at the dispatch office
 - · Stop arm signal electric
 - · Crossing control arm
 - · Eight light warning system, with monitor for each light
 - . Lettering "West Haven" in 5" high black letters on belt line, both sides
 - · Backup alarm to meet the current OSHA specifications
 - · Fender flaps, front and rear
 - Digital audio/video monitoring system (one camera mounted in the front in 25% of the fleet.
 - A "This Bus is Empty" sign to be posted in the rear window at the end of every run after the
 driver has inspected the vehicle for sleeping passengers and to be removed before picking up
 the first passenger of the next run
 - · Child check mate system
 - Vehicles must meet State of CT guidelines for diesel fuel and diesel engine automatic transmissions as well as proved appropriate tires applicable to a particular season in order to provide the maximum safety for all riders
- F. Type I School Bus (Full Size 71 Passenger)

The school bus chassis, body, and all other standard equipment, whether conventional or flat nose, will conform to the Connecticut General Statutes Section 14-275a.

A minimum of <u>I</u> Type I buses must contain undercarriage cargo compartments. If daily rate pricing is different than regular Type I bus pricing, please submit the pricing differences as part of the bid.

Submit the bid, specifications and brochures for the Type I school bus proposed. 90%

Type I are Freightliner diesel school buses and one full size school bus is wheelchair accessible.

G. Type II (18 passenger) and Type II Wheelchair (13 passenger) School Bus

The school bus chassis, body, and all other standard equipment, whether regular Type II or Type II Wheelchair, will conform to the Connecticut General Statutes Section 14-275b. All Type II school buses must have air conditioning.

Submit with the bid, specifications and brochures for the Type II and Type II Wheelchair school bus proposed.

H. All school buses will display a permanent identifying number in locations specified by the District. Such markings will be permanently legible and durable, using appropriate materials. This number will correspond to the route structure. The manner of securing the number to the buses will be determined by the Contractor, but, in any case, should be such that changes can be made if substitute buses are used.

- All buses will be painted and designated according to applicable laws and regulations. If such laws
 change during the contract period, any expense resulting therefrom will be borne by the Contractor.
 Other features required by law for school bus identification will be provided by the Contractor.
- J. During any period of the contract, no portion of the fleet will exceed ten years from the date of original purchase (new) from the manufacturer. Buses added during the contract period may be new or used buses provided they pass inspection, comply with State and Federal laws and regulations, and comply with all provisions of these vehicle specifications.
- K. In the event the Contractor unilaterally elects to upgrade the vehicles and/or equipment to be used to service the transportation requirements of the District over and above that required by these vehicle specifications, the Contractor will not be entitled to any additional compensation by virtue thereof.
- Buses will conform to <u>Federal Guideline 17</u> to the extent required by Connecticut law, Further, all
 bus equipment and operating requirements will be of the approved type for use in Connecticut.

6. BUS MAINTENANCE

- A. All vehicles will always be maintained by the Contractor in a clean, suitable and proper mechanical condition. The Contractor must also be able to show evidence to the District's satisfaction of having the capacity of providing adequate maintenance and service facilities.
 - The Contractor will maintain buses according to a planned preventative maintenance program. Evidence of such a plan, satisfactory to the District, will be presented by the Contractor.
 - The Contractor agrees to keep on hand at its garage, substitute mechanical parts which are of such a nature to be used at any time to repair the buses. The Contractor also agrees to have an indoor wash bay at its facility.
 - 3. The Contractor agrees:
 - To use only buses which have been carefully maintained and in satisfactory operating condition.
 - 2) To always keep buses in good working condition.
 - To furnish all necessary maintenance and repairs through the entire period of the Contract.
 - 4) The Contractor will assume full responsibility for all repairs to buses caused by vandalism or otherwise. The District will cooperate with the Contractor in investigations to identify the perpetrators.
- B. Bus inspections must be completed in accordance with Connecticut Department of Motor Vehicle guidelines. The District will have the right to request inspections at any time it is deemed necessary.

- C. At any time during the Contract, the District or its agent will have the right to inspect the Contractor's maintenance records and to conduct inspections of the Contractor's equipment and personnel by riding as a passenger, or by any other reasonable means, and to make recommendations concerning changes, repairs, or additions to the mechanical equipment of the Contractor. It will be the responsibility of the Contractor to carry out these recommendations within the reasonable time designated by the District.
- D. The buses will be maintained in first class repair and working order and in clean and sanitary condition and will be adequately heated and will have sufficient power to operate in accordance with the schedule of the District under reasonably foreseeable circumstances. The Contractor will conduct a pre-trip inspection, as required by CT State of Motor Vehicle Requirements, each time the bus is put into service. The results of such inspection will be noted in writing on a form provided by the Contractor and approved by the District, said form will provide for the signature of the operator making the inspection.

7. STAFFING

A. The Contractor will maintain an office in West Haven, staffed and equipped so that communications, correspondence, dispatching of vehicles, handling complaints and other problems generally related to a program of pupil transportation can be efficiently and effectively provided. A phone line designed for West Haven only shall be installed.

Regardless of the management and staff setup proposed by the Contractor for West Haven, it will be the Contractor's sole duty and responsibility to maintain and administer all phases of the bus operation under the terms of this Contract.

The Contractor will take the highest degree of care in recruiting and selecting drivers. All possible steps in screening should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable. All drivers selected by the Contractor must have a current license in compliance with state law. All drivers will have a neat and clean appearance and will be healthy, careful, and courteous. The District reserves the right to review all personnel and driving records and inspect all personnel used in this contract and to reject any proposed driver or other personnel.

To ensure a high level of consistency and safety, drivers will be assigned a regular route, except in the cases of an emergency. Each driver must become thoroughly familiar with assigned runs prior to transporting students, including at least one practice run making all stops with no passengers on board.

The Contractor agrees to furnish to the District upon request at any time, and subject to any applicable privacy laws, the following information:

- · Name of Operator
- · Residence address
- · Telephone number
- · Age and date of birth
- · Copy of drug screen and fingerprint results

- · Motor vehicle report
- Background report
- · Date and number of current license
- · School bus route assignment
- Certification that the operator has successfully completed the State of Connecticut approved School Bus Drivers Training Program

The Contractor will file and maintain a list of approved bus drivers and substitute bus drivers with the District, and no person may operate a school bus in the City of West Haven pursuant hereto whose name does not appear on said approved list, except in cases of bona fide emergency. School authorities reserve the right to approve all drivers.

B. The Contractor will employ:

 A dispatcher who will be stationed at the Contractor's facility in West Haven during the school days. The dispatcher is not to be a regularly scheduled bus driver: he/she will not drive a bus or leave the vicinity during the time school buses/vehicles are in operations, unless an emergency exists, or as necessary to conduct risk management and safety activities.

The purpose of this section is to ensure that a person, or persons familiar with West Haven bus routes and drivers will be continually available for handling telephone calls and follow-up with parents and/or personnel from the school system and will be available to respond to driver's radio communications.

The dispatcher and/or contract manager, for emergency reasons, will be available by telephone to the Superintendent of Schools, or his designee, at least two hours before school opens and two hours after the last student is dropped off.

- At least one trained and qualified bus mechanic, who will be stationed at the Contractor's facility in West Haven during bus operating hours and until all late buses have arrived back at the bus depot.
- Legally qualified, licensed by the State of Connecticut, and competent school bus
 operators, sufficient in number to ensure the regular and uninterrupted operation of the
 transportation as required by the routes and schedules.
- Spare bus operators, other than the dispatcher, manager, or mechanic, on duty or on immediate call, for substitute driving at all times during school hours, is the responsibility of the Contractor.
- At least one full-time area resident manager, who will not be a regular driver. Prior to the
 Contractor's hiring of individuals for this supervisory position, the Contractor will submit
 the name, address, and telephone number of the individual applicant to the District, which
 reserves the right to reject any applicant prior to actual employment with ten (10) days of
 the Contractor's submission of applicant's name.

- The area resident manager and dispatcher must have access to a state of Connecticut Certified Safety Instructor.
- C. The Contractor and its bus operators will be required to comply with the laws of the State of Connecticut and all regulations/requirements of the State Motor Vehicle Department, Public Utilities Commission, the State Department of Education, and the District, which apply to the operation of school buses and the transportation of school children. It will be the responsibility of the Contractor to make certain that all personnel employed are familiar with all the aforesaid laws, rules, regulations, and policies, as well as the contents of the master route manual and any other transportation manual which the school system might publish.
- D. The District reserves the right, acting through the Superintendent of Schools, or his/her designee, to require the immediate termination of any of the Contractor's employees at any time for due and sufficient cause. The employee will not thereafter be reinstated in the West Haven School District without approval of the Superintendent of Schools.

Such due and sufficient cause may include, but is not limited to, the following:

- Unsatisfactory performance of the duties of the position including, but not limited to, failure to control the behavior of passengers, failure to drive the routes designed, making unauthorized stops and improper or unauthorized communication with parent or students.
- Violation of the regulations or policies concerning smoking prohibition, drug-free workplace, and sexual harassment.
- Issuance of a motor vehicle violation to a bus driver while operating for the school system.
 The Contractor will submit in writing to the Superintendent of Schools, or his/her designee, information concerning a bus driver's motor vehicle violation not more than twenty-four (24) hours after knowledge of the issuance of the traffic ticket.
- Failure to observe generally accepted rules and practices which apply to the operation of school buses and the transportation of school children.
- Violation of standards of conduct towards the public, staff, students or other employees
 of the District.
- A situation under which the continued employment of an individual as a bus driver imposes a danger to persons or property, or causes a disruption of the educational process.
- Poor appearance, grooming or health.
- · Conviction of a crime.
- · Failure to inspect the vehicle at the end of every run for sleeping passengers.

No one who has been indicted or has charges pending against him or her for a crime of a violent nature, involving drugs or alcohol, or against a child will be permitted to drive a bus under this contract until such charges have been dropped or a verdict of "not guilty" has been delivered.

- E. The bid submission will include documentation of the school bus driver training, student management and safety program. Such documentation shall be provided to the District upon reasonable request during the term of the Contract. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor. Also, to be described in the bid is the additional training for drivers transporting special education children. The Contractor agrees to coordinate and participate in a meeting with drivers and school system personnel, at least once per school year, at the Contractor's expense. The Contractor agrees to provide no less than one safety seminar annually with attendance compulsory for all drivers. The Contractor will also be required to hold safety meetings at least monthly with all drivers. The Contractor further agrees to make a school bus available at each school when requested by the school principal to conduct student safety seminars. All approved bus drivers should be trained in first aid. The Contractor will be required to institute a continuing program of driver and safety instruction. The Contractor will be required to keep a log on training given to each driver and the District reserves the right to inspect such logs and to attend all safety meetings and driver training sessions as observers.
- F. The Contractor will be solely responsible for the proper training and qualification of the bus drivers. The Contractor will indemnify and hold the District, the Board and/or the City harmless from any harm, damage, or loss, arising from any cause related to actions or inaction by any of its drivers. Submitted with the bid must be documentation pertaining to the Contractor's personnel procedures used in screening, drug and substance abuse testing (before and during employment), and monitoring and evaluating driver performance. Such documentation shall be provided to the District upon reasonable request during the term of the Contract.
- G. Each bus driver will always be in complete charge of the bus he/she operates, allowing no misbehavior and ensuring that all students keep in their seats. Bus drivers can react to a student's misbehavior in a constructive/appropriate manner. The driver will report to the Contractor and to the school principal or their designee and, via a Bus Conduct Report, the name of any student whose conduct endangers others. The Contractor will forward the names of all such offenders to the Superintendent of Schools or their designee. No student will be removed from any bus while enroute, except at her/his designated stop. While en route on an authorized trip, only the driver, students designated to be transported on that trip, designated chaperons or monitors, and other persons designated by the District, will be aboard any bus. A bus driver requesting permission for their children to ride the bus must be within their company policy guidelines. The children's names and ages are also required and to be kept on file with the Contractor. The Contractor will, at all times, hold harmless and indemnify, the City of West Haven, the District, and their employees and elected officials from and against any and all liability, damages, loss claims, accidents, costs, expenses, including attorney's fees, occasioned by or rising out of the Contractor's transportation of these children.

H. No music generating device (AM/FM radio, CD, iPod, or cassette player, etc.) will be played on board any bus while students are on board or while the bus is in motion as this could serve to distract the driver or render inaudible sounds which the driver should be able to hear for safety reasons.

8. FUEL

- A. The District will purchase all diesel fuel (hereinafter known as "fuel") to meet the requirements for all transportation services required by the Contract. This fuel will be used exclusively by the Contractor to fuel the operation of those school buses in the performance of the Contract.
- B. The Contractor will make fuel (diesel) storage tanks on the Contractors own property, of at least three thousand gallon size, and pumps available to the District at no charge, and agrees to comply with the administrative and accounting procedures established by the District concerning fuel consumption in compliance with all applicable laws and regulations, including, but not limited to, Section 12-458 et. seq. of the Connecticut General Statutes. The Contractor will supply the District's Business Office, monthly, with a fuel consumption report showing ending and beginning fuel quantities in the tank(s) and an explanation of the difference including dates and quantities of delivery and dates and quantities dispensed into each bus (identified by bus number) with a summary by bus of the total amount dispensed during the reporting period. For each same reporting period the Contractor will provide the Business Office with ending and beginning odometer readings for each vehicle, the miles driven per vehicle per day and a summary of total miles driven per vehicle during the reporting period. All information must be kept on hand and can be requested by the District at any time.
- C: The Contractor will comply with all laws applicable to the maintenance of such storage tanks and ancillary pumping equipment, and the storage and pumping of fuel, and will indemnify and hold the District/Board/City harmless from any and all liabilities, claims, damage, or expenses, arising from the installation, maintenance, operation, or other use of such fuel storage tanks and ancillary pumping equipment, or from the storage, pumping or spillage of fuel. The responsibility of the District is limited to verifying and paying invoices for fuel ordered in the name of the District by the Contractor.
- D. This fuel will, while in the tanks, remain the property of the District. In its final billing under the Contract, the Contractor will credit the District for any fuel purchased by the District and remaining in the Contractor's fuel storage tanks at the termination of the Contract.
- E. The Contractor is responsible for monitoring tank levels and placing orders for delivery of fuel by the District/City's vendor.

9. ROUTES AND SCHEDULES

A. The District will develop bus routes and schedules requiring the minimum number of vehicles under the constraints established by the District. Should any unforeseen circumstance arise causing the District not to fulfill the duty of devising the routes, bus routing for a given period may need to be done by the Contractor.

The District's routing and scheduling is developed by following the policies and guidelines set forth by the District's Transportation Policy. These guidelines are subject to modification as deemed necessary by the District. The District reserves the right to add, delete, or alter routes during the period of the Contract.

The Contractor will furnish a sufficient number of buses to ensure seats for the current projected enrollment at that time. Standees or overloading of the buses will not be permitted at any time.

- B. Bus routes are published on the District's website at www.wbschools.org. Prior to implementation, all routes will be field tested, using a vehicle and driver provided by the Contractor. Any deficiency in such routes shall be promptly reported to the District.
- C. The Contractor will insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustment will report the adjustment to the Contractor, who will then communicate it with the District. Changes in bus routes and time schedules will take place only when properly authorized through the District's representative.
- D. The Contractor will process route changes resulting from new/moved students, road construction, new bus stops, transportation eligibility changes, etc., within one (1) business day from receipt of written notification of the new or changed information.
- E. A copy of specific bus route or routes will be provided to each driver daily for their reference. Reports containing student names, personal information, etc. are to be maintained in a secure location on the bus. The driver shall be responsible for ensuring the confidentiality of all such reports. Each driver must become thoroughly familiar with assigned runs prior to transporting students, including at least on practice run making all stops with no passengers on board.

10. OTHER PROVISIONS

- A. It is required that the Contractor have a terminal location within the boundaries of the City of West Haven which is capable of housing and maintaining the number of buses and drivers required to fulfill this Contract. The Contractor will utilize engine block heaters or any other reasonable method of ensuring that the buses will be able to be started in severely cold weather. The District does require the fuel vendor to deliver fuel during the winter months containing a 10% kerosene additive.
- B. As required by Connecticut law, the District conducts two (2) school bus safety programs for students. The Contractor will provide the equipment and personnel for use in evacuation drills at no additional cost to the District.
- C. The Contractor shall maintain and provide documentation of a school bus rider safety program available to the District from the Contractor, again, at no cost to the District, for possible use in supplementing the West Haven program.
- D. The Contractor must have at its facility in West Haven a minimum of two telephone lines: two public lines and a private line for access by the District in the event of an emergency and 24 hour phone service for after-hours and emergencies.
- E. The Contractor will provide its area dispatcher and resident manager with a computer running with compatible software to the District. The District will provide the Contractor, at no charge, access to the District's bus routing software as determined appropriate by the District's Technology

Department. The Contractor and all its employees agree to abide by policies and standards of the West Haven Board of Education in the use of the District's network and information resources.

- F. A base station frequency separate from that of the District will be required of the Contractor. All vehicles will have equipment capable of communicating with a base station located at the dispatch office. The base station frequency will be a frequency which can and may be monitored by the District. The Contractor will obtain all necessary licenses as well as provide the FCC license number and frequency. The Contractor's West Haven bus operation will have an independent frequency of its own.
- G. In order that the educational program may not be impeded, all buses must meet schedules. This is further defined as arriving on time with the students in the morning, as well as being there on time to pick them up for the afternoon return trip.

Route: A route is a scheduled pickup or delivery of pupils to/from school, or other

destination, based upon bus capacity, miles driven and the time related to bus

stop locations.

Run: A run is two or more routes grouped together in a morning sequence, noon

sequence, or afternoon sequence.

Late Bus: A bus is late if it arrives five minutes before the official staffing or five minutes

after dismissal time of students, except for the high school. All buses must be at the high school by 1:35 p.m. This is further defined as a bus that does not

start and/or complete an assigned route or run.

Drop-off Window: The arrival of a bus fifteen minutes prior to the start of school.

- H. The Contractor will agree to submit detailed written reports to the District Office, within 24 hours of the occurrence of any accident or serious incident involving a school bus while operating for the school district. Telephone contact with the District Office must be made as soon as possible after the occurrence of any such incident. Driver and Contractor's responsibilities are outlined in the section entitled "Bus Accident Procedure, Information Required."
- The Contractor as well as the District will investigate all complaints, keep a log of such complaints
 and will report the action taken to the Superintendent of Schools or their designee within twenty-four
 (24) hours, with said report to be confirmed promptly in writing.

11. INSURANCE AND BONDING

- A. The Contractor will, at all times, hold harmless and indemnify, the District, City of West Haven, the Board, and their employees and elected officials and agents from and against any and all liability, damages, loss claims, accidents, costs, expenses, including attorney's fees, occasioned by or rising out of the Contractor's operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein.
- B. The Contractor shall maintain in full force and effect during the term of the Contract a policy of insurance covering the Contractor and all vehicles owned and maintained, or used, by the Contractor.

Such policy shall name the District, City of West Haven and the Board, and their agents and employees and each registered driver, as additional insureds. Such policy shall be primary and noncontributory to any valid and collectible insurance carried separately by the City or the District. Such policy shall cover liability for personal injury and property damage or loss of use thereof resulting from the ownership, maintenance, or use of any such vehicle by the Contractor, its agents, or employees. Such policy shall also cover intentional driver actions or misconduct, sexual abuse, harassment, and molestation. The Contractor's insurance policies shall be written on an occurrence basis and shall specifically insure against the contractual liability the Contractor assumed under the Contract, including, without limitation, the Contractor's obligation to indemnify the City, the District and the Board as defined in the Contract. Contractor's insurance policies shall provide for not less than 30 days prior written notice to the District by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage. The minimum policy limit will be \$500,000,000 for personal injury, death or property damage.

C. In addition to the foregoing, at all times during the life of the Contract, the Contractor will maintain, in full force and effect, comprehensive general liability, and comprehensive automobile liability insurance written by a company or companies licensed to do business in the State of Connecticut, such policy or policies to be approved by the District and/or the City. The policy or policies will provide that the Contractor and the District are jointly and severally insured against risks and claims arising out of the maintenance and/or operation of the vehicles dealing with transportation of pupils of West Haven. The District and/or the City reserves the right to make direct inquiry to the insurer or surety for information relative to such insurance, and the Contractor will agree to assist, if necessary, in obtaining such information.

Such insurance, together with any deductible or self-insured retention contained therein, is subject to the approval of the City and a copy of each policy shall remain in the District and/or the City's possession.

- D. The Contractor will maintain, throughout the life of the Contract, workers' compensation insurance, in accordance with the statutory requirements of the State of Connecticut. The policy is to include all-states coverage.
- E. The Contractor shall furnish a copy of each insurance policy, including declaration page(s) of said policies, in force on or before each school year during the Term. The Contractor shall also furnish a copy of a duly executed performance bond on or before each school year during the Term. The Contractor shall provide a copy of any new policy or bond fifteen (15) days before expiration of the existing policy or bond in effect. The District and/or the City receipt of copies of any insurance policy or bond pursuant to this paragraph shall be a condition precedent to the District and/or the City obligation to pay Contractor.
- F. Prior to each school year, the Contractor shall furnish a bond ensuring the faithful performance of its obligations in the amount of <u>5 %</u> of the total contract cost for the upcoming school year. A new bond will be provided before August 1 of each succeeding school year. Nothing herein will be construed as limiting the liability of the Contractor to the amount of the bond. The District may, in its sole discretion, waive or reduce bond requirements based on performance of Contractor.

G. WAIVER OF SUBROGATION: The Contractor/insured shall require all insurance policies in any way related to the transportation services or this Contract and secured and maintained by the Contractor/insured to include clauses waiving all rights of recovery, under subrogation or otherwise, against the City and the District, and their respective agents, officers, and employees.

12. DEFAULT

A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the District; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required in the Contract; (j) fails to provide the Performance Bond required by the Contract; or (k) fails to comply with any other term or condition contained in the Contract, the District shall have the right to terminate the Contract upon written notice to the Contractor, and, unless within thirty (30) days after service of such written notice of the condition or violation the Contractor shall cease and make satisfactory arrangements for the correction thereof, the Contract shall, upon the expiration of the thirty (30) days, cease and terminate.

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

- B. In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the District for excess costs incurred in obtaining a new contract for transportation service for the duration of the term of the original Contract, irrespective of the Performance Bond.
- C. In addition, in the event that any of the buses contracted for in this Contract are unavailable for service or a five (5) school day cessation of bus services occurs, the Contractor shall be considered in default and the District shall be free to contract with any other person or company for bus service. One day cessation of bus service shall constitute a default. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day.
- D. In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the 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 obtain temporary interim service and shall compensate the District for any increase in excess costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the School District shall have the option of terminating the Contract.
- E. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating

circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed.

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

If at any time the Contractor does not provide the required number of buses, drivers or aides necessary under the Contract, the District may deduct from its monthly payment the AM and/or PM cost of the vehicle for that day, plus \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section. This applies to both regularly scheduled personnel, and stand-by drivers as detailed in Section 8.7.1.9.

If the Contractor does not have the required spare vehicles at the terminal to operate the Transportation Program, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.

This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$250.00 from the monthly payment for each such occurrence.

Should the Contractor fail to comply with specific requirements of the Contract, and should this issue not be addressed in this Section 8.16, the Contractor is liable for deductions equivalent to the cost of a Type I 72-74 passenger bus for five hours per day for the appropriate contract period for each day that the non-compliance occurs.

If at any time the Contractor uses a driver or aide in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$250.00 per day from the monthly billing for service for each person so employed, <u>plus</u> the per diem cost for the vehicle for that day.

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 account of the Contractor.

The District requires that <u>all</u> buses that are utilized in the performance of the Contract have <u>operating</u> and active radios, or comparable communication devices (cellular phones). \$250.00 per day <u>per bus</u> as liquidated damages shall be assessed for any vehicle which does not comply with this requirement.

The District requires that all buses have <u>operable</u> digital cameras consistent with the equipment description in Section 8.7.2.1.i. \$250.00 per day per bus as liquidated damages may be assessed for any bus that violates this mandate. Similar liquidated damages will be assessed for any bus that violates the operable GPS mandate detailed herein.

The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed \$250.00 per day per bus liquidated damages. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.

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

Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, a \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the District reserves the right to assess \$100 per trip as liquidated damages for the late arrival. Should the driver arrive to provide the service without the proper directions, a similar liquidated damage will be assessed.

However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles 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 liquidated damages will 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.

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 delivered to their school buildings prior to the assigned arrival time. In the PM, students must be delivered home in the PM in an efficient manner. No bus is permitted at a school in the AM more than 15 minutes prior to the bell time without permission from the District's Transportation Office, and all buses must arrive at their AM schools prior to the scheduled arrival time. In the PM, a bus is not "late" on the 2nd tier until 15 minutes past the bell time. A vehicle which violates the AM or PM time standard may be assessed liquidated damages of \$100 per occurrence. Should documented situations beyond the control of the Contractor cause the late pick-up in the PM (weather; traffic), the liquidated damages will not be assessed.

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

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

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

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

Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, pandemic, governmental/executive order, quarantine, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of Contractor, or renders Contractor's performance of this Agreement commercially impracticable, excessively difficult, expensive or harmful for Contractor's employees to perform.

13. GENERAL PROVISIONS

- A. NO ASSIGNMENT BY CONTRACTOR: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute the Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered an assignment under this provision. Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise District of such assignment or transfer.
- B. INCORPORATION OF DOCUMENTS: All of the Proposal Documents and Addenda shall form a part of the Contract and the provisions thereof shall be binding upon the parties hereto.
- C. OTHER CONTRACTORS: It is the District's desire and intention to utilize one Contractor. However, in order to meet the operating requirements of the District, it is understood that the Contract in no way excludes the District from using its own vehicles, drivers, aides, or services provided by other Districts. The District may also use services from other contractors in the event that the Contractor cannot meet the District's needs, or should the District determine that another contractor can provide an alternative vehicle that better meets the District's needs. Additionally, the District may utilize services provided by other contractors for special needs transportation, and for athletic and field trips.
- D. NO WAIVER: No action or failure to act on the part of the District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the District is entitled, nor shall such action or failure to act on the part of the District waive any duty on the part of the

Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

IN WITNESS WHEREOF, the Parties hereunto have executed this Contract as of the date above written.

WINKLE BUS CO. OF WEST HAVEN, INC.	WEST HAVEN PUBLIC SCHOOLS
By	By
Name: Title:	Name: Neil Cavallaro Title: Superintendent of Schools
Date: August-September , 2023	Date: August-September , 2023

APPENDIX A

RATES

TRANSPORTATION SERVICES FOR THE	E MONTH OF			23	-24 Schoo	Year
			PUBLIC S	CHOOLS		
TWENTY (20) VEH		@	\$290.00	PER DAY		\$105,560.00
EIGHTEEN (18) VEH		@	\$276.92	PER DAY		\$90,718.99
SIX (6) VEH		@	\$63.78	PER DAY		\$6,964.78
TWO (2) VEH BAILEY OUT OF DIST		@	\$127.57	PER DAY		\$4,643.55
TWO (2) VEH WASHINGTON SCHOOL	22	@	\$190.00	PER DAY		\$6,916,00
			TRANSIT	TIONAL		
TWO (2) VEH		@	5221,49	PER DAY		\$8,062.24
			AID	ES		
FOREST	ONE (1)	@	\$70.00	PER DAY		\$1,274.00
SAVIN ROCK	THREE (3)	@	\$70.00	PER DAY		\$3.822.00
BAILEY	ONE (1)	@	\$70.00 \$70.00	PER DAY		\$1,274.00
			EXTRA			
CARRIGAN	ONE (1)	@	\$77.70	PER DAY	DAYS	
FOREST	ONE (1)	@	\$77.70	PER DAY	DAYS	
PAGELS	ONE (1)	@	\$77.70	PER DAY	DAYS	
HIGH SCHOOL	ONE (1)	@	\$77.70	PER DAY	DAYS	
SAVIN ROCK SETH HALEY	ONE (1)	00	\$77.70 \$77.70	PER DAY	DAYS	
MACKRILLE	ONE (1)	@	\$77.70	PER DAY	DAYS	
BAILEY	ONE (1)	@	\$77.70	PER DAY	DAYS	
-			Carried Co.			

TOTAL \$230,509.55

CAREER SCHOOL - HYDE SCHOOL

ONE (1) VEH @ \$249.25 PER DAY \$4,536.35

CO-OP & NEW HAVEN ACADEMY

TWO (2) VEH @ \$249.25 PER DAY \$9,072.70

HIGH SCHOOL IN THE COMM.

ONE (1) VEH @ \$249.25 PER DAY \$4,536,35

NEW HAVEN METROPOITIAN

ONE (1) VEH @ \$249.25 PER DAY \$4,536.35

TOTAL \$22,681.75

23-24 School Year

TRANSPORTATION SERVICES FOR THE MONTH OF:

SPECIAL EDUCATION

	ONE (1) VEH	WASH	@	\$248.94	PER DAY	\$4,530,71
	ONE (1) VEH	WASH PRE	@	\$108.14	PER DAY	\$1,968.08
	ONE (1) VEH	MACK PRE	@	\$108.14	PER DAY	\$1,988,15
	ONE (1) VEH	MACK	@	\$248.94	PER DAY	\$4,530.70
	ONE (1) VEH	FOREST PRE	@	\$108.14	PER DAY	\$1,968,15
	ONE (1) VEH	FOREST	@	\$193.76	PER DAY	\$3,526.46
Wheelchair	ONE (1) VEH	FOREST	@	\$248.94	PER DAY	\$4,530.70
	ONE (1) VEH	S ROCK PRE	0	\$108.14	PER DAY	\$1,968.15
	ONE (1) VEH	S ROCK	@	\$193.76	PER DAY	\$3,526.43
	ONE (1) VEH	PAGELS PRE	(2)	\$108.14	PER DAY	\$1,968,15
Wheelchair	THREE (3) VEH	PAGELS	@	\$248,94	PER DAY	\$13,592.12
	FIVE (5) VEH	PAGELS	60	\$248.94	PER DAY	\$22,653.54
	ONE (1) VEH	HALEY PRE	@	\$108.14	PER DAY	\$1,968.15
	TWO (2) VEH	HALEY	@	\$248,94	PER DAY	\$9,061.42
Wheelchair	ONE (1) VEH	HALEY	0	\$248.94	PER DAY	\$4,530.71
	THREE (3) VEH	CARRIGAN	@	\$248.94	PER DAY	\$13,592,12
	TWO (2) VEH	BAILEY	(3)	\$248.94	PER DAY	\$9,061,42
	FOUR (4) VEH	HIGH SCHOOL	@	\$248.94	PER DAY	\$18,122.83
PAGELS midday	aide	ONE (1) VEH	@	\$70,00	PER DAY	\$1,274,00
MACKRILLE midday	aide	ONE (1) VEH	@	\$70.00	PER DAY	\$1,274.00

TOTAL \$125,615.99

TRANSPORTATION SERVICES FOR THE MONTH OF:

23-24 School Year

NON - PUBLIC SCHOOLS

 St. Lawrence
 THREE (3) VEH
 @ \$276.92
 PER DAY
 \$15.119.83

 Notre Dame
 THREE (3) VEH
 @ \$276.92
 PER DAY
 \$15.119.83

TOTAL \$30,239.66

 TRANSPORTATION SERVICES FOR THE MONTH OF:
 23-24 School Year

 LYMAN HALL HIGH SCHOOL

 ONE (1) VEH
 ©
 \$227.66
 PER DAY
 \$4,143.41

 SOUND SCHOOL

 ONE (1) VEH
 ©
 \$249.25
 PER DAY
 \$4,536.35

 TOTAL
 \$8,679.76

TRANSPORTATION SERVICES FOR THE MONTH OF: 23-24 School Year

FOUNDATION SCHOOL

ONE (1) VEH @ \$283.05 PER DAY DAYS

TOTAL S0.00

TRANSPORTA	TION S	ERVICES FOR THE MONTH OF:		23-24 School Year
		VOCATIONAL TECHNICAL SCHOOL		
FOUR (4) VEH		\$280.18	PER	\$20,397.10
		ELI WHITNEY TECHNICAL SCHOOL		
ONE (1) VEH	@	\$287,88	PER	\$5,239 42
			TOTAL	\$25,636.52

LATE ACTIVITIES BUSES

HIGH SCHOOL LATE BUS:		(1) VEH	Q.	\$77.70	PER DAY	DAYS
HIGH SCHOOL:	11:30 AM	(1) VEH	Ø	\$77,70	PER DAY	DAYS
HS SPEC ED LATE:	Unified Sports	(1) VEH	@	\$77.70	PER DAY	DAYS
WEIGHTLIFTING LATE BUS;		(1) VEH	@	\$77.70	PER DAY	DAYS
BAILEY LATE BUS:		(1) VEH	Q	\$77.70	PER DAY	DAYS
BAILEY DETENTION:		(1) VEH	@	\$77.70	PER DAY	DAYS
BAILEY BAND & CHORUS LATE BUS		(1) VEH	@	\$77.70	PER DAY	DAYS
JAZZ CLUB LATE BUS		(1) VEH	œ.	\$77.70	PER DAY	DAYS
BAILEY DRAMA CLUB:		(1) VEH	@	\$77.70	PER DAY	DAYS
BAILEY ALT LATE BUS		(1) VEH	æ	\$77.70	PER DAY	DAYS
BAILEY PARENT CONF.		(1) VEH	@	\$77,70	PER DAY	DAYS
CARRIGAN PARENT CONF.		(1) VEH	Q	\$77.70	PER DAY	DAYS
EVOLUTION PROGRAM		(1) VEH	0	\$77.70	PER DAY	DAYS
NURSING		(1) VEH	@	\$77.70	PER DAY	DAYS
Carrigan to West Haven		(1) VEH	Ø	\$338,40	PER DAY	DAYS
Carrigan to West Haven		(1) VEH	@	\$338.40	PER DAY	DAYS

EXTRA HIGH SCHOOL:		(6) VEH	a	\$449.55	PER DAY	DAYS
EXTRA HIGH SCHOOL:		(5) VEH	@	\$499.50	PER DAY	DAYS
EXTRA HIGH SCHOOL:		(2) VEH		\$186.50	PER DAY	DAYS
9-COURT ST TO PAGELS	Maseer Alokozai	(1) VEH	@	\$77.70	PER DAY	DAYS
BAILEY TO 2 SMITH ST. ST		(1) VEH	@	\$77,70	PER DAY	DAYS
122 Canton St to BAILEY		(1) VEH	Q	\$77.70	PER DAY	DAYS
HS Student home		(1) VEH	@	\$77.70	PER DAY	DAYS
Bailey Student home		(1) VEH	œ	\$77,70	PER DAY	DAYS
Carrigan Student home		(1) VEH	@	\$77.70	PER DAY	DAYS
Mackrille Student home		(1) VEH	0	\$77.70	PER DAY	DAYS
Bailey ExspelledExpelled Student		(1) VEH	@	\$77.70	PER DAY	DAYS
					TOTAL	\$0.00

TRANSPORTATION SERVICES FOR THE MONTH OF: 23-24 School Year

ALTERNATIVE LATE BUSES

BLENDED LEARNING: (1) VEH @ \$236.26 PER DAY DAYS

WORK PROGRAM

DAYS (2) VEH @ \$127.39 PER DAY

DAYS West Haven to Milford Mall (1) VEH @ \$176.69 PER DAY

TOTAL \$0.00

23-24 School Year

ATHLETIC DEPARTMENT

\$77,70 PER HR

4 TIER TRANSPORTATION SERVICE

The bidder is required to state the cost of service on a daily cost-per vehicle basis for all five years.

Vehicle	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Type I Bus	\$290.00	\$317.00	\$345.00	\$360.00	\$400.00
Type II Bus	\$290.00	\$317.00	\$345.00	\$360.00	\$400.00
Type I Bus (1 wheelchair station)	\$290.00	\$317.00	\$345.00	\$360.00	\$400.00
Type II Bus 1 wheelchair station)	\$290.00	\$317.00	\$345.00	\$360.00	\$400.00

APPENDIX B TRANSPORTATION POLICY

APPENDIX C

BUS ACCIDENT PROCEDURE, INFORMATION REQUIRED

- 1. Contractor/Bus Driver contacts Police Department immediately
- 2. Contractor contacts appropriate school and Board of Education office

Information to be given is as follows:

- · Are there students onboard the bus?
- · How many students are onboard the bus?
- · Are there any injuries?
- · How many are hurt? Please provide names.
- Where did the accident occur? Please provide street, location.
- · What is the bus number?
- · What other vehicles are involved?
- · Where is the school bus scheduled to be?
- · Is there damage to the bus, other vehicles, or other property?

3. Police Report

- Within 24 hours, the Contractor will contact the Police Department of (the city) where the accident occurred to obtain a copy of the police report.
- Contractor will provide the Board of Education office with a copy of the police report.

RFP West Haven Board of Education Invitation to Bid

For

Transportation Services 2024-2028

LEGAL NOTICE

WEST HAVEN BOARD OF EDUCATION INVITATION TO BID

FOR

TRANSPORTATION SERVICES 2024 - 2028

Bid documents for transportation services for the West Haven Board of Education (the "Board") for the 2023-24 through 2027-28 school years, *BID* #2023-23, may be obtained in the Finance Office, Purchasing Agent for the City of West Haven, 355 Main Street, West Haven, CT on or after *May 17*, 2023 at 11:00am, and on the City of West Haven web site Bid Opportunities section, www.cityofwesthaven.com

Sealed bids will be received at the address listed above until <u>2:00pm</u> Eastern Standard Time, on <u>June 7, 2023</u>. Thereafter, bids will be publicly opened and read aloud.

The Board reserves the rights to amend or terminate this Invitation to Bid; accept all or any part of a bid; reject any or all bids; waive any informalities or non-material deficiencies in a bid; and award the bid to the bidder that, in its judgment, will be in the Board's best interests.

Questions regarding this Invitation to Bid can be directed to Rick Spreyer, Procurement Director, at rspreyer@westhaven-cr.gov

INVITATION TO BID

The City of West Haven invites sealed bids for supplying it's school district, magnet and vocational technical, non-public, athletic trip and field trip school bus transportation for students whose transportation is, or will become, the responsibility of the West Haven Board of Education, to commence with the beginning of the 2023-2024 school year to continue for a period of five (5) years as specified in accordance with the terms, specifications and conditions contained herein, with an option of the Board to renew the contract for three (3) additional years.

Sealed bids will be received at the Finance Office, City of West Haven, 355 Main Street, West Haven, Connecticut, 06516, until 2:00pm., Eastern Standard Time, on <u>June 7, 2023</u>. Bids received after that time will not be considered and will be returned unopened to the bidder. Bids will be publicly opened and read aloud on <u>June 7, 2023 at 2:00pm</u>, Eastern Standard Time, in at the address listed above.

Bids must be held firm and cannot be withdrawn for ninety (90) calendar days after the bid opening.

It is the intention of the City to notify bidders of the selection decision by <u>June 21</u>, <u>2023</u> unless unforeseen delays occur. The administration will be recommending its chosen contractor to the Finance Department.

The City reserves the rights to amend or terminate this Invitation to Bid; accept all or any part of a bid; reject any or all bids; waive any informalities or non-material deficiencies in a bid; and award the bid to the bidder that, in its judgment, will be in the Board's best interests.

INSTRUCTIONS TO BIDDERS

1. Right to Amend/Terminate. The City/Board may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this Invitation to Bid if the City/Board determines it is in the best interest of the Board and/or the Town. The City/Board also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the City/Board shall have no obligation or liability to the successful bidder for any unfunded year or years.

Bid Submission Instructions.

- a. Sealed bids will be received at the Office of the Finance Department, City of West Haven, 355 Main Street, West Haven, Connecticut, 06516, until <u>2:00pm</u> Eastern Standard Time, on <u>June 7, 2023</u>. Bids received after that time will not be considered and will be returned unopened to the bidder.
- b. All bids must be submitted in sealed envelopes, bearing on the outside, the name of the proposal for which the bid is submitted: "West Haven Public Schools Transportation Bid July 2023-2028 <u>2023-23</u>."
- c. If forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope, addressed as specified.
- d. Bids are to be submitted in duplicate on the bid forms provided. No bid will be accepted as valid unless bid forms, as provided to all bidders, are properly and completely executed. The bid forms must be completed with a bid price for any or all the options presented therein, except as otherwise expressly provided herein. Bidders are to complete the bid form for either/or both the Conventional Style Bus or the Flat Nose/Transit Style Bus. Completion of both is preferred. All bidders must complete the Alternate Bid Form for a 3 tier bus system. The City reserves the right to award a contract on the bases of a 4 tier or a 3 tier system. In the event the City awards the contract on the basis of a 4 tier system, the City reserves the right to modify the contract to a 3 tier system during the term of the Contract. In the event the City awards a contract on a basis of a 3 tier system, the City reserves the right to modify the contract to a 4 tier system during the term of the Contract. The City shall give at least 6 months notification prior to modifying the number of tiers.

- e. All bids must be signed by the bidder or, if the bidder is a corporation, by an individual with authority to bind the corporation or entity.
- f. Bids may be withdrawn personally or in writing provided that the City receives the withdrawal prior to the time and date fixed for the opening. Bids are considered valid, and cannot be withdrawn for ninety (90) calendar days after the bid opening.
- g. Before submitting a bid, each bidder must make a careful study of the Invitation to Bid and be fully assured as to the quality and type of service required.
- h. The submission of a bid will serve as conclusive evidence that the bidder has satisfied itself as to all requirements outlined in the bid documents and to all conditions concerning the work of the contract and the execution of any contract which may ensue.
- The bid will cover all contingencies, including all labor and materials, transportation and subsequent meetings with district personnel or agents.
- j. Bidders are to address all aspects of the Bid Documents as they will become an integral part of the contract that the Board enters with the selected bus contractor.
- 3. Bid Security. Each bidder must submit, as part of their bid, a certified bank check or a bid bond, on behalf of the City of West Haven, for an amount of 10%, guaranteeing the bid for a period of ninety (90) calendar days. The certified bank check or bid bond of rejected bidders will be returned upon the execution of a contract and, in the event the successful bidder refuses, within thirty (30) days of notice of award, to execute the contract and/or provide all required insurance and bonds required hereunder, the proceeds of the check or bond will be forfeited to the City of West Haven as liquidated damages.
- Questions and Amendments. Any questions regarding the bid, including the process and procedures and specifications, are to be submitted in writing to:

Richard Spreyer, Purchasing Agent rspreyer@westhaven-ct.gov

The City will answer all pertinent written questions by issuing an addendum, which shall become a part of the Invitation to Bid and the resulting Contract, containing all pertinent questions received as provided above and decisions regarding same. Such addenda will be issued to all prospective bidders known to have obtained a copy of the Bid Documents at least four (4) days prior to the bid opening date. Each bidder is responsible for confirming with the City whether any addenda has been issued, and if so, obtaining a copy of such addenda and completing its Bid in accordance with the Bid Documents modified by any such addenda.

No oral statement of the Board or the Town, including oral statements by the representative listed above, shall be effective to waive, change, or otherwise modify any provision of the Bid Documents, and no bidder or prospective bidder shall rely on any alleged oral statement.

- Additional Information. The City reserves the right, either before or after the opening
 of bids, to ask any bidder to clarify its bid or submit additional information that the
 City in its sole discretion deems desirable.
- Costs for Preparing Bid. Each bidder's costs incurred in developing its bid are solely its responsibility, and the City shall have no liability for such costs.
- Ownership of bids. All bids submitted become the property of the City and will not be returned to bidders.
- 8. Freedom of Information Act. All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its proposal that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the City as described below, the City shall, to the extent permitted by law, protect from unauthorized use and disclosure of such Confidential Information.

If the City receives a request for a bidder's Confidential Information, it shall immediately notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure or may object to the disclosure of said information by notifying the City in writing to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

9. Insurance and Bonds. Bidders must provide evidence that insurance and bonding in the required amounts can be obtained. Prior to each school year, the contractor is required to furnish a bond ensuring the faithful performance of its obligations in the amount of 5% of the total contract cost for the upcoming school year. The initial bond shall be provided at the time of execution of the contract. A new bond will be provided before August 1 of each ensuing school year. The City, at its sole discretion may waive this requirement based upon performance.

10. Noncollusion. By submitting a bid, each bidder, and each person signing on behalf of any bidder, certifies under penalty of perjury that, to the best of his/her knowledge and belief, the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or competitor, and further, that the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor.

Contract Award/Execution.

- a. All bids will be publicly opened and read aloud on the date, time, and at the place identified in the Invitation to Bid. Bidders may be present at the opening.
- b. The City may elect to award the contract to other than the lowest bidder if it is judged to be in the best interest of the Board and/or the City. Criteria which could be applied in the determination would include, but not be limited to, financial responsibility, safety program and record, service, performance on contracts, experience, vehicle maintenance program and equipment. During the evaluation of bids, the Board/ and or the City may request bidders to make oral presentations.
- c. The City reserves the following rights: (a) to reject any and all bids, in whole or in part, and, in particular, to reject any bid not containing the required bid security or data required by the Invitation to Bid documents (b) to increase and decrease quantities, (c) to make partial awards, (d) to waive any irregularity, (e) to award or reject a bid on the basis of previous performance, reputation or experience, (f) to accept the one that will be in the best interest of the district. The City also reserves the right to make awards where bids are divisible between regular and special education transportation.
- d. No bid will be accepted, nor contract awarded, to any contractor whose performance on any previous contract with this or any other school district has been determined to be unsatisfactory. The Board/ and or the City reserves the right to be the sole judge in this decision.
- e. Within thirty (30) calendar days following the award of the bid, the successful bidder will enter into a written contract with the City, and will, at that time, provide copies of all policies of insurance required hereunder and the performance bond for the first school year of the Contract. (A new bond will be provided for each subsequent school year.) No contract will be signed until a satisfactory performance bond and copies of all policies of insurance required hereunder are delivered to the City of West Haven.
- f. No contract will exist unless and until a written contract is executed by both the City and the contractor. Accordingly, no bidder can claim any contract rights by

virtue of submitting a bid, including the lowest bid, or the receipt of a notice of award.

- g. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for supplying school bus transportation will result in the rejection of all bids in which such bidder is interested. Any or all bids may be rejected if there is reason to believe that collusion exists among bidders and no participants in such collusion will be considered in future bids. However, alternate bid ideas that could prove cost effective will be allowed providing required bid is also submitted.
- h. The City will not enter into any contract for purchasing with any 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, either in employment practices or in the provision of benefits or services to students or employees.

Other Requirements.

- a. The bidder will furnish a statement of proof of financial responsibility, consisting of a certified audited financial statement and credit rating.
- b. The bidder will be required to present information concerning its personnel management program for:
 - Screening, testing, training, monitoring and evaluating driver performance
 - Testing for drug and substance abuse before and during employment
 - Providing a support staff of mechanics, dispatchers, trainers, risk managers, supervisions and/or management
- c. The bus contractor will maintain buses according to a planned preventative maintenance program. An on-site Officer and Safety Trainer of the company are desired.
- d. The bidder will be bound by all applicable statutory provisions of law of the federal government, the State of Connecticut, and the City of West Haven, with all requirements issued in writing by the Commissioner of Motor Vehicles or Public

- Utilities Commission, and with all requirements of the State Board of Education or the West Haven Board of Education affecting the transportation of school children.
- e. Bidders will not include federal excise taxes nor state sales taxes from which West Haven Public Schools are exempt.
- f. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of contract or any portion thereof or of his/her right, title or interest therein, or of his obligations there under, without consent of the City.
- g. Any intentional misrepresentation may cause disqualification of the bid.
- h. The bidder will certify that all software used by the bidder in support of these services is complementary to the Board of Education's applications. Any background information on this program should be submitted with the bid.
- The final executed contract can be modified, if and only, when written consent is given and provided by both parties.
- No vehicle provided under the contract shall exceed eight (8) years from the date of original manufacture.
- k. The Contractor will be required to have a terminal location, and to park and maintain the vehicles in the City of West Haven. By way of reference, the current bus contractor owns the garage and yard facility at 10 Industry Drive, West Haven, CT 06516. Buses are to housed and taxed in the City of West Haven.

TRANSPORTATION REQUIREMENTS

 Based on projected enrollment for 2023-24, it is anticipated that the following number of vehicles (not including spares) will be utilized:

Type I Buses — 71 passenger	40
Type I Bus (1 wheelchair station)	_2
Type II Buses - 18 passenger	18
Type II Buses (4 Wheelchair Stations) — 13 passenger	8

- 2. In addition to the above vehicles, the bus contractor will retain at least five (5) operational Type I buses, one (l) operational regular Type II bus and one (l) operational Type II Wheelchair bus, to be held in reserve at the local base of operations during the time that scheduled vehicles are in operation. In the event that service cannot be provided by the scheduled vehicle on any route for any reason, the bus contractor must use a comparable substitute vehicle in order to serve this contract daily with the required number of vehicles, including service to pupils requiring wheelchair stations.
- The Bid requires service to be furnished to nine (9) West Haven Public School buildings as well as

0.12					
9-12	7:25 a.m. – 1:45 p.m.	Type I 2	3	Type II	8
7-8	7:40 a.m. – 2:15p.m.	Type I 2	1	Type II	7
5-6	8:15 a.m 2:40 p.m.	Type I 23	3	Type II	7
PK-4	8:55 a.m 3:25 p.m.	Type I 9		Type II	5
PK-4	8:55 a.m. – 3:25 p.m.	Type I 9		Type II	6
PK-4	8:55 a.m. – 3:25 p.m.	Type I 8		Type II	9
PK-4	8:55 a.m 3:25 p.m.	Type I 7		Type II	5
PK-4	8:55 a.m. – 3:25 p.m.	Type 1 1	1	Type II	5
PK-4	8:25 a.m. – 2:55 p.m.	Type I 12	2	Type II	6
9-12	7:30 a.m. – 2:25 p.m.	Type 1	5	Type II	6
	5-6 PK-4 PK-4 PK-4 PK-4 PK-4	7-8 7:40 a.m. – 2:15p.m. 5-6 8:15 a.m. – 2:40 p.m. PK-4 8:55 a.m. – 3:25 p.m.	7-8 7:40 a.m 2:15p.m. Type I 2 5-6 8:15 a.m 2:40 p.m. Type I 2: PK-4 8:55 a.m 3:25 p.m. Type I 9 PK-4 8:55 a.m 3:25 p.m. Type I 9 PK-4 8:55 a.m 3:25 p.m. Type I 8 PK-4 8:55 a.m 3:25 p.m. Type I 7 PK-4 8:55 a.m 3:25 p.m. Type I 1 PK-4 8:55 a.m 3:25 p.m. Type I 1 PK-4 8:55 a.m 3:25 p.m. Type I 1	7-8 7:40 a.m 2:15p.m. Type I 21 5-6 8:15 a.m 2:40 p.m. Type I 23 PK-4 8:55 a.m 3:25 p.m. Type I 9 PK-4 8:55 a.m 3:25 p.m. Type I 9 PK-4 8:55 a.m 3:25 p.m. Type I 8 PK-4 8:55 a.m 3:25 p.m. Type I 7 PK-4 8:55 a.m 3:25 p.m. Type I 7 PK-4 8:55 a.m 3:25 p.m. Type I 11 PK-4 8:25 a.m 2:55 p.m. Type I 12	7-8 7:40 a.m 2:15p.m. Type I 21 Type II 5-6 8:15 a.m 2:40 p.m. Type I 23 Type II PK-4 8:55 a.m 3:25 p.m. Type I 9 Type II PK-4 8:55 a.m 3:25 p.m. Type I 9 Type II PK-4 8:55 a.m 3:25 p.m. Type I 8 Type II PK-4 8:55 a.m 3:25 p.m. Type I 7 Type II PK-4 8:55 a.m 3:25 p.m. Type I 11 Type II PK-4 8:55 a.m 3:25 p.m. Type I 12 Type II PK-4 8:25 a.m 2:55 p.m. Type I 12 Type II

	St. Lawrence School	Pre-K - 8	7:30 a.m. – 2:15 p.m.	Type I	7	Type II 0
ü	Platt Technical School	9-12	7:30 a.m. – 2:10 p.m.	Type I	8	Type II 0
	Eli Whitney Technical School	9-12	7:30 a.m. – 2:00 p.m.	Type I	5	Type II 0
	Lyman Hall High School	9-12	7:30 a.m. – 1:55 p.m.	Type I	0	Type II 5
-	New Haven Magnet Schools	9-12	7:30 a.m. – 2:10 p.m.	Type I	10	Type II 3

During the five year contract period, the exact locations and times to which transportation is now required may be subject to change. Changing requirements may be imposed upon the Board of Education during the contract period, altering the transportation requirements forecast or implied herein.

Pre-K Sessions (Mid-day)

School	A.M Session	P.M. Session	Buses Utilized	4100
Mackrille Elementary School	**************************************		Type I	Type II 4
Seth Haley Elementary School	——————————————————————————————————————	er e chiest the	Type I	Type II 6
Pagels Elementary School	35		Type I	Type II 4
Washington Elementary School		1 2 2 2	Type I	Type II 4
Savin Rock Community School			Type I	Type II 4
Forest Elementary School	2 82	11 11 11 11 11	Type I	Type II 4

Currently <u>26</u> routes are in use to cover a.m. dismissal and p.m. pickup at mid-day för Pre-Kindergarten. Furthermore, "One Way" is defined as transporting students in one direction and "Two Way" is defined as transporting morning Pre-Kindergarten students home and bringing afternoon Pre-Kindergarten students to school.

Late Buses

Transportation for West Haven High School and Bailey Middle School students are provided after the regular daily runs are finished. Routes will be established for such purposes, normally

operating from 3:00 PM - 5:00 PM, approximately three days weekly during the course of the school year.

Due to early closings, scheduling changes, revisions to the calendar, grade level changes, power failures, or other such causes, the above times are subject to change by the Board.

 West Haven, in accordance with State of Connecticut statutes, provides transportation of resident students to programs in other public and nonpublic schools, such as:

St. Lawrence, Notre Dame High School, Platt Tech, Lyman Hall, Magnet schools located in New Haven, CT.

 The operating hours for all buses, including extra-curricular and athletic buses, are defined from the time of the first student pickup to the last student drop-off at the school and from the time of departure from school to the time of the last student drop-off on homeward trips.

The operating hours do not include time factors resulting from the bus contractor's own requirement of report time for his/her personnel for such route preparations as inspections, fueling, etc., and returning to the garage after routes/trips are completed.

6. The vehicles currently providing service to four tiers generally operate with the following Type I buses: 40 at 6 ½ hours each day. The VoAg school buses utilize 23 Type I buses at 5 hours each and 8 Type II at 5 hours a day. It is understood that generally four tier operating hours will be from 6:00 AM and 4:45 PM.

However, based upon the school calendar, distribution of students, school tier rotation, and special education programs, required operating hours will be reduced accordingly.

A two way Pre-Kindergarten route generally operates <u>I ½</u> hour at midday. A one way Pre-Kindergarten route generally operates for <u>I</u> half hour at midday.

8 late bus routes generally operate 2 hours at the end of the day on five days a week.

7. The bus contractor will agree to transport school children according to the school calendar in effect for each school year of the contract, with the provision that the West Haven Board of Education reserves the right to change this calendar as conditions may warrant. Other public and private schools to which transportation is provided under this contract may operate on days which West Haven Public Schools are not in session and vice versa. Though public and private school calendars may vary, all schools are currently entitled to service for 182 days per year. Any additional days for which service

might be required will be paid for at the per bus/per day late as set forth in the contractor's bid.

- 8. During inclement weather, the Board, through the Superintendent or his/her designee, has sole responsibility of altering bus schedules or canceling bus service for that day. Should bus service be required, the bus contractor agrees that they will abide by the decision of the Board and will run routes as normally as possible.
- 9. The bidder agrees that on each school day, when the Superintendent or his/her designee decides to keep school for a limited session or any portion of a day, buses will be ready at the school loading areas to take pupils immediately after the time set by the Superintendent or his/her designee for the closing of school.
- 10. If, during the life of the contract, sufficient increase or decrease in school population occurs, which would require the use of additional or fewer vehicles, the Board of Education will request the contractor to supply or reduce the necessary vehicles and drivers. All billing is to be based on rates in existence for the applicable school year, regardless of demand.

OTHER USE OF BUSES

- 1. The bus contractor agrees to furnish, upon request and in accordance with rates provided in the transportation bid form and made part of the contract, a minimum of 8-10 additional buses, as the school system may need for transporting school children on field trips, to athletic events, and to other school-sponsored activities, either in or out of the City of West Haven. When buses are provided for such use outside of the City of West Haven, those buses and drivers will always remain available exclusively for the use by West Haven Board of Education during each trip. Buses will arrive at their pickup location fifteen minutes prior to their departure time.
- The contractor will keep available cell phones for use by its drivers emergencies when trips are made beyond the reach of the radio base station.
- 3. The Board will have the option of engaging another contractor for any field, athletic, or activity trip in-district special education transportation, or out-of-district magnet school transportation when the contractor does not have a bus available the date and time needed, a bus not equipped with the necessary features and where activity trips are paid completely by the students. The Board currently uses other contractors for out-of-district special education transportation.

VEHICLE SPECIFICATIONS

The contractor will submit annually, at least 7 calendar days prior to the first day of school, a complete list of buses to be used in the performance of the contract. The list must include the year, make, type, serial number, and marker tag of each. No equipment other than that listed will be allowed to be used in the performance of the contract without prior notice to and approval by the Superintendent of Schools or a designee. All vehicles used hereunder must be stored, registered, and taxed in the City of West Haven.

- The vehicles will be manufactured by a recognized, reliable company, which has specialized in the manufacture of equipment of this type for twenty years or more.
- 2. All vehicles must be exclusively owned-leased by the contractor.
- 3. All air brakes must conform to the state and federal regulations for school buses.
- 4. All vehicles must be equipped with:
 - · Fire Extinguishers
 - · First aid kit
 - A seat belt cutter
 - Radio equipment capable of communicating with a base station located at the dispatch office
 - · Stop arm signal electric
 - Crossing control arm
 - · Eight light warning system, with monitor for each light
 - Lettering "West Haven" in 5" high black letters on belt line, both sides
 - Backup alarm to meet the current OSHA specifications
 - Fender flaps, front and rear
 - Digital audio/video monitoring system (one camera mounted in the front in 25% of the fleet.
 - A "This Bus is Empty" sign to be posted in the rear window at the end of every run after the driver has inspected the vehicle for sleeping passengers and to be removed before picking up the first passenger of the next run
 - Child check mate system
 - Vehicles must meet State of CT guidelines for diesel fuel and diesel engine automatic transmissions as well as proved appropriate tires applicable to a particular season in order to provide the maximum safety for all riders
- Type I School Bus (Full Size 71 Passenger)

The school bus chassis, body, and all other standard equipment, whether conventional or flat nose, will conform to the Connecticut General Statutes Section 14-275a.

A minimum of <u>I</u> Type 1 buses must contain undercarriage cargo compartments. If daily rate pricing is different than regular Type I bus pricing, please submit the pricing differences as part of the bid.

Submit the bid, specifications and brochures for the Type I school bus proposed. 90% Type I are Freightliner diesel school buses and one full size school bus is wheelchair accessible.

5. Type II (18 passenger) and Type II Wheelchair (13 passenger) School Bus

The school bus chassis, body, and all other standard equipment, whether regular Type II or Type II Wheelchair, will conform to the Connecticut General Statutes Section 14-275b. All Type II school buses must have air conditioning.

Submit with the bid, specifications and brochures for the Type II and Type II Wheelchair school bus proposed.

- 6. All school buses will display a permanent identifying number in locations specified by West Haven. Such markings will be permanently legible and durable, using appropriate materials. This number will correspond to the route structure. The manner of securing the number to the buses will be determined by the bus contractor, but, in any case, should be such that changes can be made if substitute buses are used.
- 7. All buses will be painted and designated according to applicable laws and regulations. If such laws change during the contract period, any expense resulting there from will be borne by the bus contractor. Other features required by law for school bus identification will be provided by the bus contractor.
- 8. During any period of the contract, no portion of the fleet will exceed eight years from the date of original purchase (new) from the manufacturer. Buses added during the contract period may be new or used buses provided they pass inspection, comply with State and Federal laws and regulations, and comply with all provisions of these vehicle specifications.
- 9. In the event the bus contractor unilaterally elects to upgrade the vehicles and/or equipment to be used to service the transportation requirements of the Board over and above that required by these vehicle specifications, the bus contractor will not be entitled to any additional compensation by virtue thereof.
- Buses will conform to <u>Federal Guideline 17</u> to the extent required by Connecticut law. Further, all bus equipment and operating requirements will be of the approved type for use in Connecticut.

BUS MAINTENANCE

- All vehicles will, always, be maintained by the bus contractor in a clean, suitable and proper mechanical condition. The successful bus contractor must also be able to show evidence to the Board's satisfaction of having the capacity of providing adequate maintenance and service facilities.
 - a. The bus contractor will maintain buses according to a planned preventative maintenance program. Evidence of such a plan, satisfactory to the Board, will be presented with the bid proposal.
 - b. The bus contractor agrees to keep on hand at its garage, substitute mechanical parts which are of such a nature to be used at any time to repair the buses. The contractor also agrees to have an indoor wash bay at its facility.
 - c. The bidder agrees:
 - To use only buses which have been carefully maintained and in satisfactory operating condition.
 - To always keep buses in good working condition.
 - To furnish all necessary maintenance and repairs through the entire period of the contract.
 - 4) The contractor will assume full responsibility for all repairs to buses caused by vandalism or otherwise. The school district will cooperate with the contractor in investigations to identify the perpetrators.
- Bus inspections must be completed in accordance with Connecticut Department of Motor Vehicle guidelines. The Board will have the right to request inspections at any time it is deemed necessary.
- 3. At any time during the contract, the Board of Education or its agent will have the right to inspect the bus contractor's maintenance records and to conduct inspections of the contractor's equipment and personnel by riding as a passenger, or by any other reasonable means, and to make recommendations concerning changes, repairs, or additions to the mechanical equipment of the contractor. It will be the responsibility of the contractor to carry out these recommendations within the reasonable time designated by the Board of Education.

4. The buses will be maintained in first class repair and working order and in clean and sanitary condition and will be adequately heated and will have sufficient power to operate in accordance with the schedule of the Board of Education under reasonably foreseeable circumstances. The operator will conduct a pre-trip inspection, as required by CT State of Motor Vehicle Requirements, each time the bus is put into service. The results of such inspection will be noted in writing on a form provided by the contractor and approved by the Board of Education, said form will provide for the signature of the operator making the inspection.

STAFFING

The bus contractor will maintain an office in West Haven, staffed and equipped so that
communications, correspondence, dispatching of vehicles, handling complaints and other
problems generally related to a program of pupil transportation can be efficiently and
effectively provided. A phone line designed for West Haven only needs to be installed.

Regardless of the management and staff setup proposed by the bus contractor for West Haven, it will be the bus contractor's sole duty and responsibility to maintain and administer all phases of the bus operation under the terms of an awarded contract.

The contractor will take the highest degree of care in recruiting and selecting drivers. All possible steps in screening should be taken to assure that the children of the school district are being transported by the safest and most responsible drivers obtainable. All drivers selected by the contractor must have a current license in compliance with state law. All drivers will have a neat and clean appearance and will be healthy, careful, and courteous. The West Haven Board of Education reserves the right to review all personnel and driving records and inspect all personnel used in this contract and to reject any proposed driver or other personnel.

To ensure a high level of consistency and safety, drivers will be assigned a regular route, except in the cases of an emergency. Each driver must become thoroughly familiar with assigned runs prior to transporting students, including at least one practice run making all stops with no passengers on board.

The contractor agrees to furnish to the Board of Education upon request at any time, and subject to any applicable privacy laws, the following information:

- Name of Operator
- Residence address
- Telephone number
- Age and date of birth
- Copy of drug screen and fingerprint results
- Motor vehicle report
- Background report
- Date and number of current license
- School bus route assignment
- Certification that the operator has successfully completed the State of Connecticut approved School Bus Drivers Training Program

The contractor will file and maintain a list of approved bus drivers and substitute bus drivers with the Board, and no person may operate a school bus in the City of West Haven pursuant hereto whose name does not appear on said approved list, except in cases of bona fide emergency. School authorities reserve the right to approve all drivers.

2. The bus contractor will employ:

 A dispatcher who will be stationed at the bus contractor's facility in West Haven during the school days. The dispatcher is not to be a regularly scheduled bus driver: he/she will not drive a bus or leave the vicinity during the time school buses/vehicles are in operations, unless an emergency exists, or as necessary to conduct risk management and safety activities.

The purpose of this section is to ensure that a person, or persons familiar with West Haven bus routes and drivers will be continually available for handling telephone calls and follow-up with parents and/or personnel from the school system and will be available to respond to driver's radio communications.

The dispatcher and/or contract manager, for emergency reasons, will be available by telephone to the Superintendent of Schools, or his designee, at least two_hours before school opens and two_hours after the last student is dropped off

- At least one trained and qualified bus mechanic, who will be stationed at the bus contractor's facility in West Haven during bus operating hours and until all late buses have arrived back at the bus depot.
- Legally qualified, licensed by the State of Connecticut, and competent school bus operators, sufficient in number to ensure the regular and uninterrupted operation of the transportation as required by the routes and schedules.
- Spare bus operators, other than the dispatcher, manager, or mechanic, on duty or on immediate call, for substitute driving at all times during school hours, is the responsibility of the bus contractor.
- At least one full-time area resident manager, who will not be a regular driver. Prior to
 the contractor's hiring of individuals for this supervisory position, the contractor will
 submit the name, address, and telephone number of the individual applicant to the
 Board of Education, which reserves the right to reject any applicant prior to actual
 employment with ten (10) days of the contractor's submission of applicant's name.
- The area resident manager and dispatcher must have access to a state of Connecticut Certified Safety Instructor.

- 3. The bus contractor and its bus operators will be required to comply with the laws of the State of Connecticut and all regulations/requirements of the State Motor Vehicle Department, Public Utilities Commission, the State Department of Education, and the West Haven Board of Education, which apply to the operation of school buses and the transportation of school children. It will be the responsibility of the contractor to make certain that all personnel employed are familiar with all the aforesaid laws, rules, regulations, and policies, as well as the contents of the master route manual and any other transportation manual which the school system might publish.
- 4. The Board reserves the right, acting through the Superintendent of Schools, or his/her designee, to require the immediate termination of any of the contractor's employees at any time for due and sufficient cause. The employee will not thereafter be reinstated in the West Haven School District without approval of the Board of Education.

Such due and sufficient cause may include, but is not limited to, the following:

- Unsatisfactory performance of the duties of the position including, but not limited to, failure to control the behavior of passengers, failure to drive the routes designed, making unauthorized stops and improper or unauthorized communication with parent or students.
- Violation of the regulations or policies concerning smoking prohibition, drugfree workplace, and sexual harassment.
- Issuance of a motor vehicle violation to a bus driver while operating for the school system. The bus contractor will submit in writing to the Superintendent of Schools, or his/her designee, information concerning a bus driver's motor vehicle violation not more than twenty-four (24) hours after knowledge of the issuance of the traffic ticket.
- Failure to observe generally accepted rules and practices which apply to the operation of school buses and the transportation of school children.
- Violation of standards of conduct towards the public, staff, students or other employees of the Board.
- A situation under which the continued employment of an individual as a bus driver imposes a danger to persons or property, or causes a disruption of the educational process.
- · Poor appearance, grooming or health.

- · Conviction of a crime.
- Failure to inspect the vehicle at the end of every run for sleeping passengers.

No one who has been indicted or has charges pending against him or her for a crime of a violent nature, involving drugs or alcohol, or against a child will be permitted to drive a bus under this contract until such charges have been dropped or a verdict of "not guilty" has been delivered.

- The bid submission will include documentation of the school bus driver training, student management and safety program. Such documentation shall be provided to the Board upon reasonable request during the term of the contract. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor. Also, to be described in the bid is the additional training for drivers transporting special education children. The bus contractor agrees to coordinate and participate in a meeting with drivers and school system personnel, at least once per school year, at the bus contractor's expense. The contractor agrees to provide no less than one safety seminar annually with attendance compulsory for all drivers. The contractor will also be required to hold safety meetings at least monthly with all drivers. The contractor further agrees to make a school bus available at each school when requested by the school principal to conduct student safety seminars. All approved bus drivers should be trained in first aid. The contractor will be required to institute a continuing program of driver and safety instruction. The contractor will be required to keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend all safety meetings and driver training sessions as observers.
- 6. The bus contractor will be solely responsible for the proper training and qualification of the bus drivers. The bus contractor will indemnify and hold the Board/ and or the City harmless from any harm, damage, or loss, arising from any cause related to actions or inaction by any of its drivers. Submitted with the bid must be documentation pertaining to the contractor's personnel procedures used in screening, drug and substance abuse testing (before and during employment), and monitoring and evaluating driver performance. Such documentation shall be provided to the Board upon reasonable request during the term of the contract.
- 7. Each bus driver will always be in complete charge of the bus he/she operates, allowing no misbehavior and ensuring that all students keep in their seats. Bus drivers can react to a student's misbehavior in a constructive/appropriate manner. The driver will report to the contractor and to the school principal or their designee and, via a Bus Conduct Report, the name of any student whose conduct endangers others. The contractor will forward the names of all such offenders to the Superintendent of Schools or their designee. No student will be

removed from any bus while en route, except at her/his designated stop. While en route on an authorized trip, only the driver, students designated to be transported on that trip, designated chaperons or monitors, and other persons designated by the Board of Education, will be aboard any bus. A bus driver requesting permission for their children to ride the bus must be within their company policy guidelines. The children's names and ages are also required and to be kept on file with the bus contractor. The bus contractor will, at all times, hold harmless and indemnify, the City of West Haven, the Board of Education, and employees and elected officials from and against any and all liability, damages, loss claims, accidents, costs, expenses, including attorney's fees, occasioned by or rising out of the contractor's transportation of these children.

No music generating device (AM/FM radio, CD, iPod, or cassette player, etc.) will be played
on board any bus while students are on board or while the bus is in motion as this could
serve to distract the driver or render inaudible sounds which the driver should be able to hear
for safety reasons.

FUEL

- I. The Board will purchase all diesel fuel (hereinafter known as "fuel") to meet the requirements for all transportation services required by the contract. This fuel will be used exclusively by the contractor to fuel the operation of those school buses in the performance of the contract with the City of West Haven.
- 2. The bus contractor will make fuel (diesel) storage tanks on the contractors own property, of at least three thousand gallon size, and pumps available to the Board at no charge, and agrees to comply with the administrative and accounting procedures established by the Board concerning fuel consumption in compliance with all applicable laws and regulations, including, but not limited to, Section 12-458 et. seq. of the Connecticut General Statutes. The bus contractor will supply the Business Office, monthly, with a fuel consumption report showing ending and beginning fuel quantities in the tank(s) and an explanation of the difference including dates and quantities of delivery and dates and quantities dispensed into each bus (identified by bus number) with a summary by bus of the total amount dispensed during the reporting period. For each same reporting period the bus contractor will provide the Business Office with ending and beginning odometer readings for each vehicle, the miles driven per vehicle per day and a summary of total miles driven per vehicle during the reporting period. All information must be kept on hand and can be requested by the Board at any time.
- 3. The bus contractor will comply with all laws applicable to the maintenance of such storage tanks and ancillary pumping equipment, and the storage and pumping of fuel, and will indemnify and hold the Board/City harmless from any and all liabilities, claims, damage, or expenses, arising from the installation, maintenance, operation, or other use of such fuel storage tanks and ancillary pumping equipment, or from the storage, pumping or spillage of fuel. The responsibility of the Board is limited to verifying and paying invoices for fuel ordered in the name of the Board by the bus contractor.
- 4. This fuel will, while in the tanks, remain the property of the Board. In its final billing under the contract, the bus contractor will credit the Board for any fuel purchased by the Board and remaining in the bus contractor's fuel storage tanks at the termination of the contract.
- The bus contractor is responsible for monitoring tank levels and placing orders for delivery of fuel by the Board/City's vendor.

ROUTES AND SCHEDULES

 The Board of Education will develop bus routes and schedules requiring the minimum number of vehicles under the constraints established by the Board. Should any unforeseen circumstance arise causing the Board not to fulfill the duty of devising the routes, bus routing for a given period may need to be done by the bus contractor.

The Board's routing and scheduling is developed by following the policies and guidelines set forth by the Board's Transportation Policy. These guidelines are subject to modification as deemed necessary by the Board.

The Board reserves the right to add, delete, or alter routes during the period of the contract.

The contractor will furnish a sufficient number of buses to ensure seats for the current projected enrollment at that time. Standees or overloading of the buses will not be permitted at any time.

- Bus routes are published on the Board's website at <u>www.whschools.org</u>. Prior to implementation, all routes will be field tested, using a vehicle and driver provided by the bus contractor. Any deficiency in such routes shall be promptly reported to the Board.
- 3. The bus contractor will insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustment will report the adjustment to the bus contractor, who will then communicate it with the Board of Education. Changes in bus routes and time schedules will take place only when properly authorized through the Boards representative.
- 4. The bus contractor will process route changes resulting from new/moved students, road construction, new bus stops, transportation eligibility changes, etc., within one (1) business day from receipt of written notification of the new or changed information.
- 5. A copy of specific bus route or routes will be provided to each driver daily for their reference. Reports containing student names, personal information, etc. are to be maintained in a secure location on the bus. The driver shall be responsible for ensuring the confidentiality of all such reports. Each driver must become thoroughly familiar with assigned runs prior to transporting students, including at least on practice run making all stops with no passengers on board.
- 6. A list of all routes currently being operated is available for review at the Board of Education offices. The bidder is expected to familiarize himself/herself with all operating conditions, including route milage, road conditions, local regulations, policies regarding bus stop location, time schedules and other conditions which may affect his/her operating costs.

7.	Documentation on the ownership of a compatible version of the computerized routing software should be submitted with the bid. The current software is Bus Boss.

TRANSPORTATION POLICY

3541(a)

Business/Non-Instructional Operations

Transportation

It is the intent of the West Haven Board of Education to comply with the letter and spirit of the Connecticut State Department of Education laws and the Commissioner of Education's regulations and decisions pertinent to the transportation of students. These laws, rules and regulations shall govern any question not covered by specific declaration of policy, rule or regulation passed by the West Haven Board of Education.

Riding Limits

Grade	Distance to School
Kindergarten through Grade 4	% of a mile
Grades 5 and 6	1 mile
Grades 7-8	1.5 miles
Grades 9-10-11-12	2 miles

Transportation Guidelines

A street or road having an adjacent or parallel sidewalk or walk area shall be deemed hazardous when any one of the following conditions exist:

For students in grades Kindergarten through 4, absence of pedestrian crossing light or
crossing guard where three or more streets intersect, and at street crossings where there
are no stop signs or crossing guards and the traffic count during the time that students are
walking to or from school exceeds sixty vehicles per hour at the intersection;

- For students in grades 5 through 12, the absence of a traffic light or stop signs or crossing guard where three or more streets intersect and has a traffic count which exceeds ninety vehicles per hour during the time that students are walking to or from school;
- For all students, any street, road, or highway with speed limits in excess of forty (40) miles
 per hour which do not have pedestrian crossing lights or crossing guards or other safety
 provisions at points where students must cross when going to or from school;

Any street, road or highway, which has no sidewalks or walk areas shall be deemed hazardous if any one of the following conditions exist:

- For students in grades Kindergarten through 4, any street, road, or highway possessing a traffic count of sixty or more vehicles per hour at the time that students are walking to or from school:
- 2. For all students, any roadway that does not have a minimum width of twenty-two feet;
- For students in grades Kindergarten through 4, any street, road, or highway that students
 must travel when walking to or from school which possesses a speed limit in excess of
 thirty-five miles per hour.

A lake pond, stream, culvert, waterway, or bridge shall be deemed hazardous in the absence of a fence or other suitable barrier fixed between the students and the water, for students in grades Kindergarten through 4.

Exceptions

The Board of Education may waive the distance requirement listed above if any physical condition exists that may endanger the health or general welfare of a student. Such conditions are to be investigated by the appropriate Superintendent, Assistant Superintendent, the Principal of the school, the Chief of Police and, when necessary, by the school Medical Department. Their findings and RECOMMENDATIONS are to be submitted, in writing, to the Superintendent of Schools for final approval and submission to the Board of Education.

Location of Bus Stops

No bus stop will be located less than three-quarters (¾) of a mile from the school to which children are being transported unless an unusual condition exists that prompts an exception, in writing, by the Superintendent, Assistant Superintendent, school Principal and approved by the Board of Education.

Responsibilities

- The Board of Education is responsible for the efficiency and economy of the school bus system as determined by the selection of bus routes, the scheduling of bus trips and the authorization of bus stops as recommended by the Superintendent of Schools and in conformity with the rules governing transportation.
- 2. The proper Assistant Superintendent of Schools is responsible for establishing proper standards of safety in the operation of buses and shall ensure their enforcement by the bus operator. When necessary, disputes between the Assistant Superintendent of Schools and the bus operator, relative to the maintenance of proper safety standards, shall be referred to the Board of Education for arbitration.
- The proper Assistant Superintendent of Schools shall be responsible for execution of the transportation policies and regulations adopted pursuant thereto.
- Parents are responsible for the safety of their children while walking or riding on vehicles, other than school buses, between home and school or home and an authorized school bus stop.

Legal Reference:

Connecticut General Statutes

10-186 Duties of local and regional boards of education

10-220 Duties of boards of education

14-275 Equipment and color of school buses

14-275a Use of standard school bus required, when.

14-275b Transportation of handicapped students.

14-275c Regulations re school buses and motor vehicles used to transport special education students.

14-276a (c) Town/school district may require its school bus operators to have completed a safety training course.

14-280 Letters and signals to be concealed when not used in transporting children. Signs on other vehicles.

Policy adopted:

June 5, 2000

WEST HAVEN PUBLIC SCHOOLS

Policy revised: December 3, 2012 West Haven, Connecticut

OTHER PROVISION

It is required that the successful contractor have a terminal location within the boundaries of the City of West Haven which is capable of housing and maintaining the number of buses and drivers required to fulfil this contract. The contractor will utilize engine block heaters or any other reasonable method of ensuring that the buses will be able to be started in severely cold weather.

As required by Connecticut law, the Board conducts two (2) school bus safety programs for students. The bus contractor will provide the equipment and personnel for use in evacuation drills at no additional cost to the Board.

The bid submission should include documentation of a school bus rider safety program available to the Board from the contractor, again, at no cost to the Board, for possible use in supplementing the West Haven program.

The contractor must have at its facility in West Haven a minimum of two telephone lines: two public lines and a private line for access by the Board of Education in the event of an emergency and 24 hour phone service for after-hours and emergencies.

The contractor will provide its area dispatcher and resident manager with a computer running with compatible software to the Board of Education. The district will provide the contractor, at no charge, access to the Board's bus routing software as determined appropriate by the Board's Technology Department. The contractor and all its employees agree to abide by policies and standards of the West Haven Board of Education in the use of the district's network and information resources.

A base station frequency separate from that of the City of West Haven will be required of the contractor. All vehicles will have equipment capable of communicating with a base station located at the dispatch office. The base station frequency will be a frequency which can and may be monitored by the Board of Education. The contractor will obtain all necessary licenses as well as provide the FCC license number and frequency. The contractor's West Haven bus operation will have a independent frequency of its own.

In order that the educational program may not be impeded, all buses must meet schedules. This is further defined as arriving on time with the students in the morning, as well as being there on time to pick them up for the afternoon return trip.

Route:

A route is a scheduled pickup or delivery of pupils to/from school, or other destination, based upon bus capacity, miles driven and the time related to bus stop locations. Run: A run is two or more routes grouped together in a morning sequence.

noon sequence, or afternoon sequence.

Late Bus: A bus is late if it arrives five minutes before the official staffing or five

minutes after dismissal time of students, except for the high school. All buses must be at the high school by 1:35 p.m. This is further defined as a bus that does not start and/or complete an assigned route

or run.

Drop-off Window: The arrival of a bus fifteen minutes prior to the start of school.

The bus contractor will agree to submit detailed written reports to the Board of Education Office, within 24 hours of the occurrence of any accident or serious incident involving a school bus while operating for the school district. Telephone contact with the Board of Education Office must be made as soon as possible after the occurrence of any such incident. Driver and bus company responsibilities are outlined in the section entitled "Bus Accident Procedure, Information Required."

The contractor as well as the Board of Education will investigate all complaints, keep a log of such complaints and will report the action taken to the Superintendent of Schools or their designee within twenty-four (24) hours, with said report to be confirmed promptly in writing.

INSURANCE AND BONDING

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the "Contractor") shall deliver to the West Haven Public Schools (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage's carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage's and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
 \$2,000,000 Producers/Completed Operations Aggregate
 \$1,000,000 Each Occurrence
 \$1,000,000 Personal and Advertising Injury
 \$100,000 Fire Damage Any One Fire
 \$5,000 Medical Expense Any One Person
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an <u>Additional Insured</u> onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a primary and non-contributory basis and include completed operations coverage's.
- The CGL policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

2. Business Auto / Commercial Auto Insurance - Minimum Limits required:

- 1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an <u>Additional Insured</u> onto the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance

- · Coverages and limits as required by law Connecticut State law
- · Employers Liability Limits:
- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a
 Waiver of Subrogation clause and the Contractor hereby agrees to waive the
 Contractor's right of recovery against the Owner (the City of West Haven and all
 of its elected or appointed directors, officers, officials, agents, employees and
 members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

Bidders must furnish a letter from an insurance company legally authorized to act within the State of Connecticut indicating that the bidder is insurable to the extent required by these specifications. This letter must accompany the bid proposal along with a performance bond.

The contractor shall furnish a copy of each insurance policy, including declaration page(s) of said policies, in force on or before each school year during the term. The Contractor shall also furnish a copy of a duly executed performance bond on or before each school year during the Term. The Contractor shall provide a copy of any new policy or bond fifteen (15) days before expiration of the existing policy or bond in effect. The Board/ and or the City receipt of copies of any insurance policy or bond pursuant to this paragraph shall be a condition precedent to the Board/ and or the City obligation to pay Contractor.

Prior to each school year, the contractor shall furnish a bond ensuring the faithful performance of its obligations in the amount of <u>100%</u> of the total contract cost for the upcoming school year. A new bond will be provided before August 1 of each succeeding school year. Nothing herein will be construed as limiting the liability of the contractor to the amount of the bond. The Board may, in its sole discretion, waive or reduce bond requirements based on performance of Contractor.

WAIVER OF SUBROGATION: The Contractor/insured shall require all insurance policies in any way related to the transportation services or this contract and secured and maintained by the contractor/insured to include clauses waiving all rights of recovery, under subrogation or otherwise, against the City and the Board, and their respective agents, officers, and employees.

BUS ACCIDENT PROCEDURE, INFORMATION REQUIRED

- 1. Bus Contractor/Bus Driver contacts Police Department immediately
- 2. Bus Contractor contacts appropriate school and Board of Education office

Information to be given is as follows:

- · Are there students onboard the bus?
- · How many students are onboard the bus?
- · Are there any injuries?
- · How many are hurt? Please provide names.
- · Where did the accident occur? Please provide street, location.
- · What is the bus number?
- · What other vehicles are involved?
- · Where is the school bus scheduled to be?
- · Is there damage to the bus, other vehicles, or other property?

3. Police Report

- Within 24 hours, the bus contractor will contact the Police Department of (the city) where the accident occurred to obtain a copy of the police report.
- Bus contractor will provide the Board of Education office with a copy of the police report.

BID FORMS

CONVENTIONAL STYLE BUS BID FORM

ALL BIDS WILL BE ON BID FORMS AND SUBMITTED IN DUPLICATE

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	ET ADDRESS: PHONENUMBER:					
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A.	Vehicles Operating for 5.5		2024-25	2025-26	2026-27	2027-28
A.	Vehicles Operating for 5.5 Vehicle				2026-27	2027-28
A.	Vehicles Operating for 5.5 Vehicle Type 1 Bus			2025-26	2026-27	2027-28
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	Vehicles Operating for 5.5 Vehicle Type 1 Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13	2023-24			2026-27	2027-28

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wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type 1 Bus Type II Bus Type I Bus (1	2023-24	2024-25	2025-26	2026-27	2027-28
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type I Bus Type II Bus Type I Bus (1 wheelchair station)	2023-24	2024-25	2025-26	2026-27	2027-28
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type I Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4	2023-24	2024-25	2025-26	2026-27	2027-28
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type 1 Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13	2023-24	2024-25	2025-26	2026-27	2027-28
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type I Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13 passenger	2023-24	2024-25	2025-26	2026-27	2027-28
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type I Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13 passenger Vehicles Operating for 3.5	2023-24 5 Hours				
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type I Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13 passenger	2023-24		2025-26	2026-27	2027-28
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type I Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13 passenger Vehicles Operating for 3.3 Vehicle	2023-24 5 Hours				
wheelchair station)-13 passenger Vehicles Operating for 4 I Vehicle Type I Bus Type II Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13 passenger Vehicles Operating for 3.5	2023-24 5 Hours				

	wheelchair station)	×	20.00 (20.00 (20.00 (
	Type II Bus (4					
	wheelchair station)-13					
	passenger					
F	. Vehicles Operating for 3	Hours			The second second	2000
	Vehicle	2023-24	2024-25	2025-26	2026-27	2027
	Type 1 Bus	10002 2 W.W.				
	Type II Bus					
	Type I Bus (1					
	wheelchair station)					
	Type II Bus (4				190	
	wheelchair station)-13					
	passenger					
II. O	ther transportation services to school time schedules kindergarten, and late bus The bidder is required to st	s, special pr ses.	rograms stu	ident trans	portation a	
II. O	to school time schedules kindergarten, and late bus	s, special pr ses.	rograms stu	ident trans	portation a	range
II. O	to school time schedules kindergarten, and late bus The bidder is required to st	s, special proses.	of service on	a per-hour	portation and	range
	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour	s, special proses. ate the cost of 2023-24	of service on 2024-25	a per-hour	portation and basis. 2026-27	range
II. O	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse	s, special proses. ate the cost of 2023-24	of service on 2024-25	a per-hour 2025-26	basis. 2026-27 her similar	202
	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is requi	s, special proses. ate the cost of 2023-24 es for field, red to state	of service on 2024-25 music, athle	a per-hour 2025-26 etics, and of	basis. 2026-27 her similar noted for all	202 activi
	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse	s, special proses. ate the cost of 2023-24 es for field, red to state is will determine	of service on 2024-25 music, athle the cost of nine hourly	a per-hour 2025-26 etics, and of	basis. 2026-27 her similar noted for all	202 activi
III.	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is required to st trips. The bidder is required to st trips.	s, special proses. ate the cost of 2023-24 es for field, red to state is will determ out-of-town	rograms stu of service on 2024-25 music, athle the cost of nine hourly trips.	a per-hour 2025-26 etics, and of service as rebilling rate	basis. 2026-27 her similar noted for all	202 activi five
III.	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is required to story the buse constant for in-town and	s, special proses. ate the cost of 2023-24 es for field, red to state is will determ out-of-town	rograms stu of service on 2024-25 music, athle the cost of nine hourly trips.	a per-hour 2025-26 etics, and of service as rebilling rate	basis. 2026-27 her similar noted for all	202 activi five y emair
III.	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is requi Departure time of the bus constant for in-town and During Home-To-School Hou	es for field, red to state s will determ out-of-town ars (generally 2023-24	rograms stu of service on 2024-25 music, athle the cost of nine hourly trips. 6:30 a.m. to 2024-25	a per-hour 2025-26 etics, and of service as ribilling rate 9:30 a.m.)	basis. 2026-27 her similar noted for all e. The rate rate rand (1:30 p.	202 activi five y emair
III.	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is requi Departure time of the bus constant for in-town and During Home-To-School Hou All Vehicles	es, special proses. ate the cost of 2023-24 es for field, red to state is will determ out-of-town outs (generally 2023-24	rograms stu of service on 2024-25 music, athle the cost of nine hourly trips. 6:30 a.m. to 2024-25	a per-hour 2025-26 etics, and of service as ribilling rate 9:30 a.m.)	basis. 2026-27 her similar noted for all e. The rate rate rand (1:30 p.	202 activi five y emain
III. A. I	to school time schedules kindergarten, and late bus The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is requi Departure time of the bus constant for in-town and During Home-To-School Hou All Vehicles Bus Per Hour	s, special proses. ate the cost of 2023-24 es for field, red to state is will determ out-of-town irs (generally 2023-24	nusic, athle the cost of nine hourly trips.	a per-hour 2025-26 etics, and of service as rebilling rate 9:30 a.m.)	basis. 2026-27 her similar noted for all e. The rate rate rate rate rate rate rate rat	202' activi five y

After School Hours (4:30 p.m.), inc	cluding S	Saturdays, S	Sundays and	Non-School	Days
	023-24	2024-25	2025-26	2026-27	2027-28

FLAT NOSE/TRANSIT STYLE BUS BID FORM

ALL BIDS WILL BE ON BID FORMS AND SUBMITTED IN DUPLICATE

	EET ADDRESS:EPHONENUMBER:					
	undersigned, having carefully portation conditions under whi					
	To provide all labor, properly complete specifications for the City of West Haven.	the work e furnishing	in accor	rdance with	h the bid	
i.	4 TIER TRANSPORTATION	ON SERVI	<u>CE</u>			
			of service o	n a daily co	st-per-vehicl	e basis for a
G	The bidder is required to sta five years. Vehicles Operating for 5.3		or service o			
G	4.5		2024-25	i sa dan manda	2026-27	2027-28
G	five years. Vehicles Operating for 5.5	5 Hours	Florence - reco	i sa dan manda		110
G	Vehicles Operating for 5 Vehicle	5 Hours	2024-25	2025-26		110
G	Vehicles Operating for 5.: Vehicle Type 1 Bus	5 Hours	2024-25	i sa dan manda		110
G	Type I Bus (1	5 Hours	2024-25	2025-26		110
	Type I Bus Type I Bus Type I Bus Type I Bus (1 wheelchair station) Type II Bus (4 wheelchair station)-13	5 Hours 2023-24	2024-25	2025-26		110

	Type II Bus					
	Type I Bus (1					
	wheelchair station)	iii	9 0		6 TEE 6	******
	Type II Bus (4					
	wheelchair station)-13					
	passenger					
20	Vehicles Operating for 4.5	Hours				
	Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
	Type 1 Bus					
	Type II Bus					
	Type I Bus (1				*********	
	wheelchair station)					
	Type II Bus (4					
	wheelchair station)-13					
	passenger					
J.	Vehicles Operating for 4 I	Iours				
	Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
	the first and the same of the					- O.
	Type 1 Bus					
	Type II Bus		190	E 0 122	and the ear	
	Type I Bus (1					
	wheelchair station)		2000	x/	ŭ 2	200.0
	Type II Bus (4					
	wheelchair station)-13					
	passenger	92 LUS	11		0V 11 22 0	and a
Κ.	Vehicles Operating for 3.5	Hours				
	Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
	Type I Bus					
	Type II Bus					
	Type I Bus (1			#2		100
	. Jpc i Dus (i					

	Type II Bus (4 wheelchair station)-13					
	passenger					
L.	Vehicles Operating for 3	Hours	-			
	Vehicle	2023-24	2024-25	2025-26	2026-27	2027-2
	Type 1 Bus					
	Type II Bus					
	Type I Bus (1 wheelchair station)					
	Type II Bus (4 wheelchair station)-13 passenger					
	kindergarten, and late bus					
	The bidder is required to st All Vehicles		of service or 2024-25	n a per-hour 2025-26	basis. 2026-27	2027-2
	The bidder is required to st	ate the cost				2027-2
Ш.	The bidder is required to st All Vehicles	2023-24 es for field, red to state	2024-25 music, athle the cost of nine hourly	2025-26 etics, and o service as i	2026-27 ther similar noted for all	activity
	The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is required to st Departure time of the buse	ate the cost of 2023-24 are for field, ared to state is will determ out-of-town	2024-25 music, athle the cost of nine hourly trips.	2025-26 etics, and o service as i	2026-27 ther similar noted for all e. The rate i	activity five year
	The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is required to standard trips. The bidder is required to standard trips. The bidder is required to standard trips.	ate the cost of 2023-24 are for field, ared to state is will determ out-of-town	2024-25 music, athle the cost of nine hourly trips.	2025-26 etics, and o service as i	2026-27 ther similar noted for all e. The rate i	activity I five year remains m. to 4:3
	The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is requi Departure time of the bus constant for in-town and buring Home-To-School Hou	ate the cost of 2023-24 are for field, are to state is will determ out-of-town are (generally	music, athle the cost of nine hourly trips.	etics, and o service as i billing rate o 9:30 a.m.)	ther similar noted for all e. The rate i and (1:30 p.	activity five year
	The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is requi Departure time of the bus constant for in-town and buring Home-To-School Hou	es for field, red to state swill deterrout-of-town ars (generally 2023-24	music, athle the cost of nine hourly a trips. 6:30 a.m. to	etics, and o service as i billing rate o 9:30 a.m.)	ther similar noted for all e. The rate i and (1:30 p.	activity I five year remains m. to 4:3
D. D	The bidder is required to st All Vehicles Bus Per Hour For all other uses of buse trips. The Bidder is requi Departure time of the bus constant for in-town and buring Home-To-School Hou All Vehicles Bus Per Hour	es for field, red to state s will deterrout-of-town 2023-24	music, athle the cost of nine hourly a trips. 6:30 a.m. to	etics, and o service as i billing rate o 9:30 a.m.)	ther similar noted for all e. The rate i and (1:30 p.	activity I five year remains m. to 4:3

All Vehicles	2023-24	2024-25	2025-26	2026-27	2027-28
Bus Per Hour					
Minimum Number of Hou	irs.				

5. Disclosure & Certification Affidavit



CITY OF WEST HAVEN 355 Main St

West Haven, Connecticut 06516

DISCLOSURE & CERTIFICATION AFFIDAVIT

	CERTIFICATION AFFIDAVIT					
EVERY	SECTION MUST BE COMPLETED					
For help completing t	this form contact. Purchasing Director at 203-937-3624					
Contractor/Vendor Name:	The state of the s					
Address:						
Telephone and/or Fax #:						
Email Address:						
Contact Person:						
For the purposes of this Disc	losure and Certification Affidavit, the following definitions apply:					
(a) "Person" means one (1) or more individuals, partnersh	ips, corporations, associations, or joint ventures.					
 "Contract" means any agreement or formal commitmer materials or any combination of the foregoing, or any le city leases, grants or demises property belonging to the 	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.					
(c) "City" means any official agency, board, authority, depo	artment office, or other subdivision of the City of West Haven,					
(d) "Affiliate Entity" means any entity listed in sections 9 or	r 10 below or any entity under common management with the Contractor.					

Stat	te of	Co	ounty of	
1,				n, hereby deposes and says that:
[(type or print your name above)			
1.	I am over the age of 18 and understand the obli West Haven is relying on my representations he		of making statements un	nder oath; I understand that the City of
2a.	I am the corporate secretary or majorit (including sole proprieto	ty owner	Ins	ert Company Name above
2b.	Or I am an individual and my	name is:		
CARROLL .	or rain ar marriada and my r	101110 10.	if an ind	ividual, insert your name above
3.	I am fully informed regarding the preparation and terms of the related thereto.	he above re		
4.	Please select the applicable representation(s) regarding the relevant tax obligations to this Affidavit (mark an ")			
4a.	As required by Conn. Gen. Stat. §12-41, the Contra Contractor) has filed a list of taxable personal prope			
4b.	The Shartractor (including any owner, partner, office with the City of West Haven for the most recent granthrough a lease or other agreement.			
4c.	The Contractor or an owner, partner, officer, repress the City of West Haven or ii) owes back taxes and h installment payments. Such agreement is attached are not in default.	as execute d and inco	d an agreement with the City rporated herein by reference	of West Haven to pay said back taxes in e and the payments under said agreement
5.	Other than as may be described in section 4 above, Affiliate Entity) does not have any outstanding mone	the Contra etary obliga	ctor (including any owner, pa tions to the City of West Have	rtner, officer, other authorized signatory, or en.
6.	Please select the applicable representation about the Contr			
6a.	Contractor is a Connecticut corporation, partnership			
	proprietorship and its Connecticut Secretary of the S	The Indiana Charles	B904C543150C	Insert State Registration # above
6b.	Contractor is a foreign corporation, partnership, limit proprietorship but is registered to do business in the Contractor's Connecticut Secretary of the State Bus	State of C	onnecticut. The	Insert State Registration # above
6c.	Contractor is a foreign corporation, partnership, proprietorship and is not registered to do business in			Please insert State name apove
	Contractor is registered in the State of: Contractor has confirmed with the Connecticut Secretary of in the State of Connecticut and no registration with the Con-	mecticut Sec	retary of the State is required. Co	uant to the Agreement do not constitute doing business ontractor does otherwise have the following State of

7.	The following list is a list of the names of <u>all</u> persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent
	company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member,
	commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if
	necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1000			

 The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (<u>must be on company letterhead and notarized</u>):

Address	Type of Ownership
	Address

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none, Use additional sheet if necessary (must be on company letterhead and notarized):

Title	% of Ownership	
	7970	

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (<u>must be on company letterhead and notarized</u>):

CE OF BUSINESS	PRINCIPAL PLACE	CORPORATION/REGISTRY	TRADE NAME PLA	TRADE NAME	
	_0017			1	
				2	
				2	

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will <u>promptly</u> inform the City, in writing, if any of the information provided herein changes or is otherwise no tonger accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:		
THIS FORM MUST BE NOTARIZED	NOTARY SEA	L (if available)
Signature of Notary:		
Subscribed and sworn to, before me on this:	Day of	20
My Commission Expires:		

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

PROPOSERS NON COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of full disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Legal Name of Bidder	(signature) Bidder's Representative, Duly Authorized
	Name of Bidder's Authorized Representat
	Title of Bidder's Authorized Representativ
Subscribed and sworn to before me this	day of, 2022.
	Notary Public My Commission Expires:

BID FORMS

CONVENTIONAL STYLE BUS BID FORM

ALL BIDS WILL BE ON BID FORMS AND SUBMITTED IN DUPLICATE

CONTRACTOR NAME:_	W	Inkle Bus	Co. of	West	Haven,	Inc.
STREET ADDRESS:	10	Industry	Drive.	West	Haren	, CT OUS 16
TELEPHONENUMBER:		,	_		. 1.447	
2	<u>03</u>	- 934-2945	or a	03-640) ~ (T / /	

The undersigned, having carefully examined the bid documents, and being familiar with the transportation conditions under which the work is to be performed, hereby offers, and agrees as follows:

To provide all labor, materials, equipment, and all else necessary to properly complete the work in accordance with the bid specifications for the furnishing of transportation of pupils of the City of West Haven.

I. 4 TIER TRANSPORTATION SERVICE

Vehicle

The bidder is required to state the cost of service on a daily cost-per-vehicle basis for all five years.

Vehicle	2023-24 20	2025-2	26 2026-27	2027-28	
Type 1 Bus	345.15	394,20	415,15	440.20	465.1
Type II Bus	345.15	394,20	415.15	440,20	465
Type I Bus (1 wheelchair station)	345.15	394,20	415.15	440,20	465
Type II Bus (4 wheelchair station)-13	345.15	394.20	415.15		465
passenger	11				
Vehicles Operating for 5	Hours				÷

2024-25

2025-26

2026-27

2027-28

2023-24

		23-24	24-25	25-24	£6-27	27-28
	Type 1 Bus	367,55	394,70	421.92	446.55	
_T	Type II Bus	367,55	394.70	421.92	446,55	471.15
Ţ	Type I Bus (1 vheelchair statio	n) 3 67.55	394,70	421.92	446.53	
T v	Type II Bus (4 wheelchair statio bassenger	347.55	394,70	421.92	446,5S	- '471.15'
c. V	ehicles Operating	g for 4.5 Hours				
Ve	chicle	2023-24	2024-25	2025-26 202	26-27 2027-28	3
Т	Type 1 Bus	<i>353,05</i>	358,	13 3432	368,15	38314
T	Type II Bus	353.05	358	13 363,3	1 368.15	383.14
	Type I Bus (1 vheelchair statio	353.05	358	.13 343,2	31 34815	383.14
v _p	Type II Bus (4 wheelchair station bassenger ehicles Operating	AME I TO A TO THE TOTAL AMERICAN	5 358	./3 3(43,	31 36815	 383.14
	ehicle	2023-24	2024-25	2025-26 202	26-27 2027-28	3
— Т	Гуре 1 Bus	34820	373.2	5 398.25	423.25	448,20
•	Type II Bus	348.20	373,2	5 398.25	423.25	448.20
	Type I Bus (1 vheelchair static	n)			423.25	
٧	Type II Bus (4 wheelchair statio bassenger	348.2 on)-13	0 373.	25 398125	5: 423.25	448.20
.,	ehicles Operating	g for 3.5 Hours 2023-24	2024-25	2025-26 202	26-27 2027-28	8
Т.	Гуре 1 Bus	343.95 343.95	348.75	393.95	420.85	445.99
T	Гуре II Bus	343.95	348.75	393,95	420.85	445.95

	3-24	24-25	25-26	26-21	27-28
Type I Bus (1 wheelchair station)	343.95-	348.75	393,95	420.85	- 44595
Type II Bus (4	343.95	368-15	393.95	420.85	445.95
wheelchair station)- passenger	13				
. Vehicles Operating for	3 Hours				
Vehicle	2023-24	2024-25 20	25-26 2026-	27 2027-28	
Type I Bus	338.90	343,95	388.90	423.89	448.95
Type II Bus	338.90	343.95	388.90	423.89	448.95
Type I Bus (I wheelchair station)	338.90	363.95	388,90	423.89	448.95
Type II Bus (4 wheelchair station)-	338.90 13	343.95	388.90	423.89	- 448.95
passenger					

II. Other transportation services beyond the required basic transportation service hours due to school time schedules, special programs student transportation arrangements, kindergarten, and late buses.

The bidder is required to state the cost of service on a per-hour basis.

	All Vehicles	2023-24	2024-25	2025-26	2026-27	2027-28	
В	us Per Hour	95.00	120.75	145.80		195	,85

- III. For all other uses of buses for field, music, athletics, and other similar activity trips. The Bidder is required to state the cost of service as noted for all five years. Departure time of the bus will determine hourly billing rate. The rate remains constant for in-town and out-of-town trips.
- A. During Home-To-School Hours (generally 6:30 a.m. to 9:30 a.m.) and (1:30 p.m. to 4:30

All Vehicles	2023-24		2025-26	2026-27	2027-2	8
Bus Per Hour	338.90	343.95	388.9	10 423.	89	448,95
Minimum Number of H	Iours: 6					

B. Between Home-To-School Hours (leave by 9:30 a.m. and return by 1 p.m.)

All Vehicles	2023-24	2024-25	2025-26	2027-28	
	95.00			0 195.	85

Bus Per Hour brice	es on ot	her sheel			
Bus Per Hour production Minimum Number of Hou	urs: 460	rurs ".		•	
		,			
•	•				
After School Hours (4:30 p.n	n.), including S	Saturdays, Su	indays and N	on-School I	Days
After School Hours (4:30 p.n	2023-24	2024-25	2025-26	2026-27	2027-28
	2023-24		2025-26	2026-27	2027-28
	2023-24 95 ⁻ 00	2024-25 120.75	2025-26	2026-27	2027-28

FLAT NOSE/TRANSIT STYLE BUS BID FORM

ALL BIDS WILL BE ON BID FORMS AND SUBMITTED IN DUPLICATE

CONTRACTOR NAME:_	Winkle Bus Co.	of VV	est Haven Inc.	
STREET ADDRESS:	10 Industry	Drive	West Haven, CT	06516
TELEPHONENUMBER: よの) 3 - 934- 2943	or	203-440-447	
	-			

The undersigned, having carefully examined the bid documents, and being familiar with the transportation conditions under which the work is to be performed, hereby offers, and agrees as follows:

To provide all labor, materials, equipment, and all else necessary to properly complete the work in accordance with the bid specifications for the furnishing of transportation of pupils of the City of West Haven.

I. 4 TIER TRANSPORTATION SERVICE

The bidder is required to state the cost of service on a daily cost-per-vehicle basis for all five years.

Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
Type I Bus					
Type II Bus			•		
Type I Bus (1		· •			
wheelchair station)					
Type II Bus (4				,	
wheelchair station)-13					·
passenger		•		•	
Vehicles Operating for 5	Hours			* ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28

Nobid

Type II Bus					
Type I Bus (1 wheelchair station)					,
Type II Bus (4 wheelchair station)-13	. <i>.</i>	, , , ,	•		*****
passenger		<u>,</u>	·		
I. Vehicles Operating for 4	.5 Hours				
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
Type 1 Bus	groups a last state was described by a service. If a				
Type II Bus		·			
Type I Bus (1 wheelchair station)					
Type II Bus (4	•	·			
wheelchair station)-13 passenger					·
J. Vehicles Operating for 4	Hours				
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
Type 1 Bus			,		
Type II Bus		· •			
Type I Bus (1					
wheelchair station)			: •		
Type II Bus (4)			•	
wheelchair station)-13 passenger	,				
K. Vehicles Operating for 3	3.5 Hours	•	,		***************************************
Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
Type I Bus					
Type II Bus					
Type I Bus (1 wheelchair station)		···•	•		<u> </u>
wneelchair station)	 				h

	Type II Bus (4	•••	•			
	wheelchair station)-13					
	passenger			•		
L.	Vehicles Operating for 3	Hours	····································			
	Vehicle	2023-24	2024-25	2025-26	2026-27	2027-28
	Type 1 Bus					
	Type II Bus					
	Type I Bus (1		· · · · · · · · · · · · · · · · · · ·			. ,
	wheelchair station)					
	Type II Bus (4					****
	wheelchair station)-13					
	passenger					
	The bidder is required to st All Vehicles Bus Per Hour		of service or 2024-25		oasis. 2026-27	2027-28
III.	For all other uses of buse trips. The Bidder is requi Departure time of the bus constant for in-town and	red to state is will determ	the cost of nine hourly	service as n	oted for all	five years.
D. D	ouring Home-To-School Hou	rs (generally	6:30 a.m. to	9:30 a.m.)	and (l :30 p.	m. to 4:30
	All Vehicles	2023-24	2024-25	2025-26	2026-27	2027-28
	Bus Per Hour Minimum Number of Hour	'S:				
E. B	etween Home-To-School Ho	ours (leave by	/ 9:30 a.m. a	and return by	/ 1 p.m.)	
		2023-24	2024-25		 : ·	2027-28
	Bus Per Hour			• • • •	• • • • • • • • • • • • • • • • • • • •	-
	Minimum Number of Hour	's:	· -	• •	· · · · · · · · · · · · · · · · · · ·	

no bil

After School Hours (4:30 p. All Vehicles	2023-24	<u>-</u>	2025-26		2027-28
All venicles	2023-24	2024-23	2023-20	2020-27	2027-28
Bus Per Hour					
Minimum Number of Ho	vire.				•

no bid

5. Disclosure & Certification Affidavit



CITY OF WEST HAVEN 355 Main St

West Haven, Connecticut 06516

DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED						
For h	elp completing this form contact. Purchasing Director at 203-937-3624					
Contractor/Vendor Name:	Winkle Bus Co. of West Haven Inc.					
Address:						
Telephone and/or Fax #:						
Email Address:	winkle bus whe aolicom					
Contact Person:	Craig T. WINKE					
For the pur	poses of this Disclosure and Certification Affidavit, the following definitions apply:					
(a) "Person" means one (1) or more in	zividuals, partnerships, corporations, associations, or joint ventures.					
(b) "Contract" means any agreement o	r formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment,					
	foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the					
	erty belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.					
(c) City" means any official agency, be	pard, authority, department office, or other subdivision of the City of West Haven.					
(d) "Affiliate Entity" means any entity lis	sted in sections 9 or 10 below or any entity under common management with the Contractor					

Sta	te of	Connecticut	Co	ounty of	Jew Haven
I,		Craig J. Winkle		being first d	luly sworn, hereby deposes and says that:
		(type or print your name above)			`
1.				of making state	ements under oath; I understand that the City of
	West	t Haven is relying on my representations here			
2a.		I am the corporate secretary or majority		Wink	le Bus Co. of West Haven In
		(including sole proprietors)	nip) of		Insert Company Name above
2b.		Or I am an individual and my na	me is:	Craig	J. Winks
					if an individual, insert your name above
3.		ully informed regarding the preparation and terms of the	above re	eferenced agreen	nent (the "Agreement") and of all pertinent circumstances
		d thereto.			
4.		e select the applicable representation(s) regarding to Jevant tax obligations to this Affidavit (mark an "X"			elow are accurate, attach an explanation of the status of
4a.		As required by Conn. Gen. Stat. §12-41, the Contracto			
	W	Contractor) has filed a list of taxable personal property			
4b.					reof) is not required to file a list of taxable personal property
		with the City of West Haven for the most recent grand I	list and c	does not owe any	back taxes to the City of West Haven, either directly or
4c.		through a lease or other agreement.	ativo oo	and or Affiliate Fe	tity of the Contractor either i) has a PILOT agreement with
₹₩,		the City of West Haven or ii) owes back taxes and has			
					by reference and the payments under said agreement
		are not in default.			
5.		Other than as may be described in section 4 above, the Affiliate Entity) does not have any outstanding monetar			
6.	Pleas	e select the applicable representation about the Contract			
6a.		Contractor is a Connecticut corporation, partnership, lir			
	V	proprietorship and its Connecticut Secretary of the State			Insert State Registration # above
6b.		Contractor is a foreign corporation, partnership, limited			
ĺ		proprietorship but is registered to do business in the St			Insert State Registration # above
		Contractor's Connecticut Secretary of the State Busine			
6c.		Contractor is a foreign corporation, partnership, limit			
		proprietorship and is not registered to do business in the Contractor is registered in the State of:	ie State	or Connecticut.	Please insert State name above
		Contractor has confirmed with the Connecticut Secretary of the	State th	at the services it will	provide pursuant to the Agreement do not constitute doing business
		in the State of Connecticul and no registration with the Connec	cticut Seci	relary of the State is	required. Contractor does otherwise have the following State of
		Connecticut registrations, certificates or approvals relevant to t	ine Agree	ment (if not applicat	Die, state N/A),

additional sheet if necessary (must be or	n company le	tterhead	and notarized):			
Name	C	ity Affilia	tion Role & Time Frame	Contractor Affi	liation Role & Time Frame	DOB
1 None.				·		
2			·			l
Affiliate Entity of the	Contractor pr	ovides, e	or has provided, services	or materials to t	affiliated with the business he City within one (1) year ny letterhead and notarized	prior to the da
Name of Contra	ctor or Affiliat	te	Affiliation (if ap	olicable)	Contract Number	DOB
1 Winkle Bus C		1 41	Ton Corni	ration	213-934-2943	
2	0 -1 (40)	1201		77 500 1011	30 101 110	
nacessary (must be or Organization None	n Name	tterhead	and notarized): Address		Type of Own	ership
2 // 0//5			 .		<u> </u>	
=			· · · · · · · · · · · · · · · · · · ·		<u> </u>	
The following persor of each stockholder necessary (must be compared to the co	ne T. Win F. Wink	etterhead HTO 10	d and notarized): Title Presider Vice Pre	nt sident	% of Ownership 34°/o 33°/o	5/19/5 8/22/
of each stockholder necessary (must be contractor condincorporated or is reg	on company line J. VV / n. F. Wink C. J. W / n ucts business istered to con	MIC Sunder and uct such	Title Presider Vice Presider Secreta a trade name, the followin the business; and the address.	Siden + Siden + Gayditional Inforess of its princip	% of Ownership	5/19/5 8/22/3
Nan Crace Nan Crace Chase If the Contractor cond incorporated or is regarded additional sheet if necessary (must be contractor).	F. WINK C. J. WINK C. WIN	MIC Sunder and uct such	Title Presider Vice Presider strade name, the following the business; and the addrompany letterhead and no	Siden + Siden + Gayditional infor ess of its princip tarized):	% of Ownership 340/0 330/0 mation is required: the place of business, if none	5/19/5 8/22/ ce where such a, state none. U
Nan Contra Chn If the Contractor cond incorporated or is reg additional sheet if nec	F. WINK C. J. WINK C. WINK	MIC Sunder and uct such	Title Presider Vice Presider Secreta a trade name, the followin the business; and the address.	Siden + Siden + Gayditional infor ess of its princip tarized):	% of Ownership 34°/0 33°/0 33°/0 mation is required: the place	5/19/5 8/22/ ce where such a, state none. U
Nan Crace Nan Crace Chase If the Contractor cond incorporated or is regarded in necessary.	F. WINK C. J. WINK C. WINK	MIC Sunder and uct such	Title Presider Vice Presider strade name, the following the business; and the addrompany letterhead and no	Siden + Siden + Gayditional infor ess of its princip tarized):	% of Ownership 340/0 330/0 mation is required: the place of business, if none	5/19/5 8/22/ ce where such a, state none. U
of each stockholder necessary (must be or Name 2 Christif the Contractor condincorporated or is regarditional sheet if necessary (must be or Name 2 Christif the Contractor condincorporated or is regarditional sheet if necessary (must be or ne	on company in the com	o sign this the Contractor Contractor	Title President President President President President Secreta Secreta A trade name, the following the business; and the address president PLACE OF INCORPORA Secreta Sec	Siden + Siden	% of Ownership 340/0 330/0 mation is required: the place of business, if none	5 195 se where such to a state none. Use of BUSINES: n behalf of the ofte on the date of the date of the date of the one of the on
of each stockholder necessary (must be or ne	on company in the com	s under adduct such be on co	Title Presider Vice Presider Vice Presider A trade name, the following the business; and the addrompany letterhead and not properly information to update this information to update this information to update this formation to has with the City of Wing this form:	son who will sign that the city, in writing, referenced Agrin, as described in est Haven and dis	% of Ownership 3 + 0 / 0 3 + 0 / 0 mation is required: the place of business, if none PRINCIPAL PLACE The Agreement with the City of above are true and complet if any of the information providents. I understand that a the foregoing sentence, maignalification of the Contractors.	5 195 se where such to a state none. Use of BUSINES: n behalf of the ofte on the date of the date of the date of the one of the on
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(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

PROPOSERS NON COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifles that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of full disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Winkle Bow Co of WestHaven, Inc	Carethinele
Legal Name of Bidder	(signature) 1
	Bidder's Representative, Duly Authorized
	Craig J. Winkles Name of Bidder's Authorized Representative
	President
	Title of Bidder's Authorized Representative
Subscribed and sworn to before me thisd	ayof <u>fune</u> 2022. 2023
	Lary Juliled
	Notary Public
	My Commission Expires:

WINKLE BUS CO. OF WEST HAVEN, INC. 10 INDUSTRY DRIVE WEST HAVEN, CT 06516 203-934-2943 203-640-6447 (mobile) 203-934-1076 (fax)

June 7, 2023

Mr. Neil C. Cavallaro Superintendent of Schools Board of Education City of West Haven 355 Main Street West Haven, CT 06516

RE: Winkle Bus Co. of West Haven, Inc.

Dear Mr. Cavallaro:

We are pleased to enclose our bid for transportation services. Winkle Bus Company of West Haven, Inc. has provided school bus services for the West Haven Board of Education since 1983. It is our desire to continue to service the West Haven students and community with open communication and transparency.

The goal of Winkle Bus Company of West Haven, Inc. is to provide safe, efficient and cost-effective transportation for all students. We think safety is a core value and not a priority because priorities change day-to-day, a core value never changes.

We believe in hard work and a good day's pay for a good day's work. We compensate our employees fairly. We have always been a fair and reasonable partner with the City of West Haven during tough economic times.

Our employees are the heart of our operation. Over 50% of our drivers are West Haven residents, many with children who attend (or in the case of our long-term drivers, graduated from) the West Haven schools. Some of our drivers have been with us for over 20+ years. They love their jobs, and we respect and reward their dedication and hard work.

It goes without saying that dispatching so many vehicles every school day is hard work. We have a major responsibility. West Haven's parents entrust us every day to transport their children to and from school safely. Winkle Bus takes this task to heart.

Our company is based in West Haven at 10 Industry Drive, and has been there since 1993. Our family purchased this property in West Haven and has invested in the City. We have always paid our taxes in full and on time. It would be our honor and privilege to continue our working relationship with the City of West Haven.

Our founder, Chris F. Winkle, III started Winkle Bus Company, Inc. in 1952. We are a family business and family owned and operated business. Craig J. Winkle is President of the Winkle Bus Co of West Haven, Inc. and Laurie J. Winkle is the General Manager of the Orange and Milford facilities. We now have the fourth generation working with us.

We recognize the Board's budget is constrained right now. To that end, we will provide additional proposals to assist the Board in receiving cost-effective and safe transportation.

We will continue to provide aides for the Board of Education when needed due to an absence.

We will continue using computerized routing of school bus routes with a system accessible to the Board offices all at no charge to the Board and will reduce routes when available We will continue to provide free local trips. We have provided over 157 free trips so far this current school year.

Environmental awareness: We keep our facilities scrupulously clean and abide by all applicable codes and regulations. As a further commitment to environmental stewardship and in conjunction with the EPA's clean diesel program, we have been retiring and scrapping older diesel buses,

Transportation coordinator: Winkle Bus Company, Inc. will continue to provide a designated employee to serve as a bus coordinator full-time.

Very Truly Yours,

Craig J. Winkle, President

Chaifwirkle

Winkle Bus Co. of West Haven, Inc.

203-640-6447

winklebuswh@aol.com

milfordwinklebus@aol.com

Negotiated agreed upon price.

Student Transportation Price per Run

	Winkle RFP Price per Run	Agreed Upon Price per Run	Difference
2023-2024	\$343.95	\$290.00	\$53.95
2024-2025	\$368.75	\$317.00	\$51.75
2025-2026	\$393.95	\$345.00	\$48.95
2026-2027	\$420.85	\$360.00	\$60.85
2027-2028	\$445.95	\$400.00	\$45.95

Daily rate comparison.

TOWN	22-23	2023-24	2024-25	2025-26	2026-27	2027-28	VENDOR
Hampton	\$320.00	325					EASTCONN
Griswold	\$358.87						STA, Negotiating
Milford	\$316.55	\$326.05	\$335.83				Durham School Services
Brookfield	\$404.00	\$420.00	\$437.00	\$454.00	\$472.00		All Star
Ridgefield	\$514.03	\$537.16	\$559.99	\$583.79	\$608.60		First Student
Enfield	\$290.71	\$319.78		·			Smyth Bus
Groton	\$366.71						STA, In negotiations
Pomfret	\$336.88	\$346.98	,				M&J
Meriden	\$359.63	\$372.90	\$387.03	\$402.08	\$418.13		NBT
Sprague	\$317.38	\$325.31	\$333.44	\$343.44			First Student
Marlborough	\$343.20	\$353.16					Dattco
Torrington	\$373.50	\$396.00	\$415.00	\$432.00	\$447.00		All Star
New Milford	\$391.09						All Star
Region 12	\$383.00	\$398.00					All Star (STA)
Putnam	\$353.00	\$370.00	\$389.00	\$394.00	\$399.00		AA Transportation
Berlin	\$331.54	\$341.49	\$351.73	\$362.28	\$373.15		New Britain Transportation
Tolland	\$396.83	\$448.42	\$470.84	\$494.38	\$519.10	\$545.06	First Student
Salem	\$333.84						M&J
Coventry	\$378.45	\$393.40					M&J
Winchester	\$390.00	\$402.00	\$414.00	\$426.00			All Star
Greenwich	\$546.92	\$563.33	\$580.22	\$597.63	\$621.54		First Student
RSD 18	\$306.88	\$315.92	\$325.24				M&J
Plymouth	\$330.00	\$345.00	\$360.00	\$375.00	\$390.00	\$405.00	All-Star
South Windsor	\$416.18	\$436.99	\$453.38	\$470.36			DATTCO
Somers	\$332.83				\$374.59		First Student
Granby	\$345.12			\$439.23	\$465.59		CREC
Old Saybrook	352377	366392					M&J
Bristol	\$371.91	\$383.07					First Student
Bristol	\$342.89						First Student
RSD 10	\$359.23	\$370.00	\$381.80	\$392.53	\$404.30		All Star
Newington							Town Owned Buses
Oxford	\$343.00						All-Star
Suffield	\$299.29	\$308.27	\$317.52	\$327.04			M&J
New Fairfield	\$406.25	\$422.49					First Student
Cheshire	\$349.00	\$356.00	TBD	TBD	TBD	TBD	Dattco
Fairfield - Tier 1	\$368.38	\$375.89	\$383.55	\$391.37			First Student
Fairfield - Tier 2	\$192.55	\$196.47	\$200.47	\$204.55			First Student
Fairfield - Tier 3	\$145.63	\$148.59	\$151.61	\$154.69			First Student

RSD16 - Type I	\$380	\$399	\$419	\$436	\$453		All Star
RSD16 - Type II	\$367	\$373	\$392	\$408	\$424		All Star
East Lyme-Type I	\$324.80	\$337.79	\$351.30				First Student
East Lyme Type II	\$309.15	\$321.52	\$334.38				First Student
RSD13	\$364.77	\$377.54	TBD	TBD	TBD	TBD	Dattco
East Granby	\$345.00	\$358.80	\$373.15	\$388.08	\$403.60		M&J
Lebanon	\$336.94	\$ 353.45	\$ 367.60	\$ 382.30	\$ 397.60	\$ 413.50	M&J
Trumbull	\$467.02	\$535.34	\$559.44	\$584.62	\$610.92	\$638.41	Durham School Services
Avon	\$418.57	\$426.00	\$432.04	\$438.16	\$444.38	\$450.67	Specialty Transportation
Salem	333.84	343.86	TBD	TBD	TBD	TBD	M&J
Guilford	371.27	378.7	386.27	393.99	TBD	RBD	Specialty Transportation
Bethel	\$432.50	\$445.48	\$458.84	\$472.61	\$486.79	TBD	First Student