

**SOMERS PUBLIC SCHOOLS  
1 VISION BOULEVARD  
SOMERS, CONNECTICUT 06071  
(860) 749-2270 X 2035**

**SPECIFICATION COVER SHEET  
BID # 1-2023  
2023-2024 SPECIAL EDUCATION TRANSPORTATION**

The Somers Public Schools reserves the right to reject any and all bids, or separate parts thereof, requested herein before. When items are mentioned by a particular brand, substitution of equal quality items will be considered only if the proposed substitution is clearly stated. When a Contractor fails to so identify a proposed substitution, it will be assumed that he is bidding on the exact item requested.

The Somers Public Schools is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices or added to any items specified.

**INSTRUCTIONS ON BID DEADLINES AND REQUIREMENTS:**

**NAME OF BID: "BID # 1-2023 2023-2024 SPECIAL EDUCATION TRANSPORTATION"**

**TYPE OF BID: Sealed Bid**

**QUOTATION: \_\_\_\_\_**

**BID CLOSURE DATE: Received Until: Monday, June 26, 2023 TIME: 1:00 P.M.**

<b>LOCATION TO FORWARD BIDS:</b>	Stephanie Levin, Director of Business Services Somers Public Schools 1 Vision Boulevard Somers, CT 06071
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**Delivery by FedEx, UPS or hand-Delivery recommended**

**BID SECURITY:** Bid Security Required 0.0 % Bid Security *Not* Required X

**PREVAILING WAGE:** Required N/A *Not* Required X

**PERFORMANCE BOND:** Will be required upon awarding of bid at the discretion of the Board of Education

**FORMS TO COMPLETE BID: Submit one copy** of the Bid Specification Sheets.

**Identify Name of Bid on Envelope: BID # 1-2023 2023-2024 SPECIAL EDUCATION TRANSPORTATION**

I have read and understand the bidding requirement of this bid specification included for my review herein:

\_\_\_\_\_  
*Signature of Company Representative*

\_\_\_\_\_  
*Date*

**PRINTED NAME AND TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TOWN:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

*Thank you for bidding.*

**SOMERS PUBLIC SCHOOLS**  
**Stephanie Levin**  
**Director of Business Services**  
**1 Vision Boulevard**  
**Somers, CT 06071**  
**860-749-2270 ext. 2035**

**INVITATION TO BID**

**BID # 1-2023 ~ 2023-2024 SPECIAL EDUCATION TRANSPORTATION**

Notice is hereby given that sealed bids on the following will be received at the Somers Board of Education's District Office, 1 Vision Boulevard, Somers, CT 06071 until **1:00 P.M., on Monday, June 26, 2023** at which time they will be publicly opened and read aloud.

**2023-2024 SPECIAL EDUCATION TRANSPORTATION**

Specifications, if not attached, may be obtained at the office of:

**Caroline Hargraves**  
**Director of Pupil Services**  
**1 Vision Boulevard**  
**Somers, CT 06071**  
**860-749-2270 ext. 2055**  
**[caroline.hargraves@somers.k12.ct.us](mailto:caroline.hargraves@somers.k12.ct.us)**

The Somers Public Schools reserves the right to reject any and all bids or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Somers Public Schools and/or the Town of Somers.

## **BID SPECIFICATIONS**

### **2023-2024 SPECIAL EDUCATION TRANSPORTATION**

#### **BID # 1-2023**

Due on or before **1:00 P.M., Monday, June 26, 2023**, at the office of

**Stephanie Levin, Director of Business Services  
Somers Public Schools  
1 Vision Boulevard  
Somers, CT 06071**

The Director of Business Services of the Somers Public Schools of the Town of Somers, Connecticut will receive sealed bids until **1:00 P.M. on Monday, June 26, 2023**. Each bid should be clearly marked "**BID # 1-2023 2023-2024 SPECIAL EDUCATION TRANSPORTATION**". Specifications, instructions and bid forms may be obtained at the above address.

### **CONDITIONS FOR BIDDING**

1. The Somers Public Schools reserves the right to reject any bids if it is deemed to be in the best interests of the Town of Somers, Connecticut, Somers Public Schools and its students.
2. The Somers Public Schools reserves the right to grant an award in total or for any part thereof for the items or services being bid. In addition, the Somers Public Schools reserves the right to award this bid as a package in conjunction with other bids for similar services/supplies/equipment. The Somers Public Schools reserve the right to award with preference to State of Connecticut contract holders and/or local vendors.
3. The submission of a bid shall be conclusive evidence that the Contractor has satisfied himself as to the requirements of the bid specifications and any controlling conditions, which may exist.
4. Contractors may not withdraw their bid for a period of 120 days from the date of bid opening. The Somers Public Schools and the Contractor may mutually agree to extend the time limit.
5. In determining the ranking of responsible Contractors, the Somers Public Schools may consider, in addition to price, the quality, availability and type of items, the experience of the Contractor, the sufficiency of the financial resources of the Contractor and the reputation of the Contractor for ability, integrity, judgment and performance, as well as the ability of the Contractor to provide future service/supplies/equipment.
6. It is anticipated that the goods/services will be needed for the current school year, but the Somers Public Schools reserves the right to cancel or alter this service because of enrollment changes, budget consideration, incompatibility of students and/or drivers and/or aides, or unforeseen circumstances which require a change.

7. The Somers Public Schools has experienced excellent student transportation services in the past and expects the following of the contractor:
  - a. to meet the needs of the children of the community,
  - b. to provide highly skilled drivers,
  - c. to have a reputation of working hard to create and maintain an enviable safety record,
  - d. to keep their equipment in excellent condition,
  - e. to work with the school administration to improve services but not necessarily increase cost,
  - f. to understand the relationship between the quality of service and its interdependency with parent relations,
  - g. to, at all times, work in an effective and professional manner,
  - h. to communicate effectively with the Somers Public Schools,
  - i. to maintain accurate records for vehicle maintenance, accident and billing information.
8. All bid prices are to include the complete costs, which includes inside delivery to each school or location, if applicable.
9. The successful contractor will submit a copy of their affirmative action plan and agree not to discriminate in the conduct of their contract because of race, color, creed, sex, or national origin. The successful contractor agrees to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin.
10. The successful contractor shall, at a minimum, obtain general liability coverage, auto coverage, excess coverage and Workers' Compensation insurance coverage as required by Connecticut General Statutes. In addition, the contractor shall release, hold harmless and indemnify the Town of Somers and Somers Public Schools from and against any and all liability and expense which may arise from or may arise from any injury to an employee of the contractor.
11. The Somers Public Schools of the Town of Somers supports efforts to reduce the use of illegal drugs in the workplace. The drug-free workplace program certification is attached and is to be submitted with the bid package by the Contractor along with other bid documents.
12. See attached Specifications and Bid Forms to be used. All forms must be completed and returned.
13. The Contractor will provide all fuel at the contractor's cost.
14. Somers Public Schools reserves the right, at its sole discretion and with written consent, to allow the transportation of students other than the students of the Somers Public Schools on the contracted vehicle. It may be possible that children from other school districts may ride with the Somers Public Schools students on a "regional basis" concept. In that case, the Somers Public Schools will negotiate with the vendor and the other school districts to determine the feasibility and reduced cost before the "regional basis" concept is approved.
15. A list of addresses of students to be transported will be furnished as part of this set of papers as "Description of Services." Use the Contractor quotes form to provide pricing. Names of students will be

provided to the successful Contractor. This list is to be used for bid purposes only and must be maintained in a completely confidential fashion.

16. Upon awarding the contract, successful Contractors may be requested to furnish to Somers Public Schools a Performance Bond for up to 100% of the total award price. The performance Bond must be in an acceptable form and from a surety company that is acceptable to Somers Public Schools and will be at the discretion of Somers Public Schools.
17. Awarded Bid Prices must be applicable to additional transportation for summer school and/or extended school year if the student attends the same school as the regular school year.

**NOTE:** By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Somers School System. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the Somers School System, its Somers Public Schools and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the Somers School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.

## DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free workplace.

*As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

## **SPECIAL EDUCATION TRANSPORTATION AGREEMENT AND SPECIFICATIONS**

This agreement made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Somers Public Schools, an agency of the Town of Somers, which Town is a municipal corporation located in the County of Tolland and State of Connecticut, hereinafter called the “SOMERS PUBLIC SCHOOLS,” and the successful bidder hereinafter called “Contractor,”

### **WITNESSETH:**

**WHEREAS**, the parties desire to enter into a Contract provide SPECIAL EDUCATION TRANSPORTATION for the students of the Somers Public Schools for the school year 2023-2024; and

**NOW, THEREOF**, in consideration of these premises, the parties hereto mutually covenant and agree as follows:

1. Contractor agrees to provide SPECIAL EDUCATION TRANSPORTATION for the students of the Somers Public Schools with such equipment, over such routes, under such rules and regulations and for such compensation as is hereafter set forth and in accordance with all of the terms and documents hereof.
2. The term of this Contract shall be for a period of one (1) year, beginning approximately August 1, 2023, and ending approximately July 31, 2024 depending on the dates for the start and end of the school year and summer programs.
3. The Contract documents sometimes herein referred to as the “Contract” shall consist of the following:
  - A. This SPECIAL EDUCATION TRANSPORTATION Agreement
  - B. Bid Specifications
  - C. Exhibit “A” - SPECIAL EDUCATION TRANSPORTATION Agreement and Specifications
  - D. Description of Services
  - E. Any and all agenda and/or amendments to any of the foregoing and any and all Exhibits.

## **EXHIBIT A SPECIAL EDUCATION TRANSPORTATION AGREEMENT AND SPECIFICATIONS**

1. The Contractor shall:
  - a. Furnish all vehicles and equipment necessary for daily use during the term of this contract.

### **Other Than Basic Service**

The granting of this transportation contract shall not in any way restrict the school system, individual schools or principals and/or teachers from hiring other bus facilities for other purposes.

### **Scope of Work**

Since this is SPECIAL EDUCATION TRANSPORTATION, there is a requirement of door-to-door service, between the home and school and return. The "Standard of Care" for this type of business should be of a high standard because of the added consideration to be given to the students transported.

The contract to be awarded shall require the Contractor to furnish transportation service including vehicles, operators, equipment, maintenance, repairs, fuel, and other related services required to transport pupils authorized by the Somers Public Schools to and from the school designated by The Somers Public Schools. The Somers Public Schools reserves for itself and/or with other vendors the right to transport, in and out of the district, any or all special education pupils.

The Contractor shall furnish a sufficient number of vehicles to insure seats for all passengers at all times. Standees or overcrowding of the vehicles shall not be permitted at any time.

### **Rights of Regular Transportation Bus Company**

Based on the contract with the regular transportation bus company, First Student, Inc. shall be afforded the opportunity to offer to provide comparable services at a comparable price for the Special Education Transportation services for Somers Public Schools. Should First Student, Inc. be unable to offer such services, Somers Public Schools shall be free to contract the service.

### **Insurance**

Compliance with Insurance Requirements:

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

A certificate of insurance, naming Somers Public Schools and the Town of Somers as an additional insured and containing provisions requiring written notice to the Board thirty (30) days in advance of cancellation, shall be filed with the Board before May 15 of each contract year.

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



- a. Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Aggregate to apply per location and/or per project. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury. No endorsements reducing or limiting coverage will be allowed.
- b. \$10,000,000 umbrella or excess liability coverage over underlying automobile and general liability coverage. Must be at least the following form of underlying coverage.
- c. Workers Compensation coverage covering all employees in amounts as required by Connecticut law.
- d. Disability Benefits coverage covering all employees in amounts as required by Connecticut law.
- e. Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut law.
- f. Sexual abuse and molestation insurance coverage shall be included with the General Liability policy.
- g. Auto coverage of at least \$1,000,000, including owned, non-owned, hired 'autos'.

Somers Public Schools shall provide liability and physical damage coverage on all school owned vehicles. The Contractor will provide automobile liability insurance of at least \$1,000,000 that shall be primary for any vehicles owned by the Contractor and shall also cover any liability arising out of the use by Contractor of hired or non-owned vehicles as might be used incident to the completion of the contract.

Said policy or policies shall be primary to any policies of insurance available to Somers Public Schools and must contain thirty (30) days prior notice to the Board of Education of cancellation or content change. Notwithstanding any term, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of Somers Public Schools as an unrestricted additional insured on the Contractor's insurance policies, with the exception of Workers Compensation. The policy naming Somers Public Schools as an additional insured shall state the Contractor's coverage shall be primary coverage for Somers Public Schools, its Board of Education, employees, and volunteers and non-contributory. The Contractor shall self-insure any applicable deductibles, and the Contractor shall indemnify Somers Public Schools for any applicable deductibles. Additional insured status shall be granted by ISO endorsement CG2026 07 04 or its equivalent.

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

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

To the fullest extent permitted by law the Contractor shall hold harmless, defend and indemnify Somers Public Schools, The Town of Somers and its agent, employees and representatives from any and all liability, loss or expense (including attorney's fees) from all claims for damages to property and bodily injury, including death and sexual

abuse and molestation, which may arise from operations under the Contract(s), including but not limited to claims brought against Somers Public Schools by third parties, employees of Somers Public Schools, or employees of the Contractor. The Hold Harmless Agreement, Appendix "E", must be signed by the Contractor and submitted with the proposal.

All insurance certificated shall state that the policy will not be canceled nor coverage hereunder be reduced or limited without thirty (30) days prior written notice to Somers Public Schools. It shall further state that a similar thirty (30) days prior written notice will be given to Somers Public Schools prior to the expiration of the policy if renewal coverage is to be refused or such coverage it to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself that relate to this Contract. Somers Public Schools reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information.

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

#### **Contractor's Representative**

The Contractor shall appoint as his representative a qualified person who shall have general and overall supervision of the vehicles operating under this contract.

#### **Schedule Details**

The Contractor shall be expected to become familiar with all local operating conditions including route mileage, special road conditions, local regulations, policies regarding bus stop locations, and any other special considerations. During the term of the contract, the Somers Public Schools may from time to time revise the trips and increase or decrease the number of trips. The number and locations of stops may also be subject to change by the Somers Public Schools.

The Contractor must conform to the stops as approved by the Somers Public Schools. Changes in routes, time schedules, or designated stops may be made by the Somers Public Schools and any of the routes may be eliminated or consolidated at the discretion of the Somers Public Schools to meet changed conditions. No change, elimination or consolidation, except to meet unexpected or emergency conditions, shall be made by the Contractor without the Somers Public Schools agreement.

The terms of this contract shall apply to any additional SPECIAL EDUCATION TRANSPORTATION services that the Contractor receives from the Somers Public Schools.

#### **School Days During the Year**

During inclement weather, the Superintendent of Schools or his/her designee shall determine when school shall be in session and the Contractor shall provide transportation. Out of district calendars may be different than Somers' and the schools may or may not be open on the same days as Somers schools. These calendars will be furnished together with all other materials as soon as they are provided to the Somers Public Schools.

It is agreed and understood that only the Superintendent or his/her designee may cancel or reschedule school transportation for any reason but not limited to inclement weather.

In the event that Somers students are being transported in conjunction with students from other school districts, only the Somers Superintendent or his/her designee can alter transportation arrangements for students covered under this contract.

### **Compliance with Laws and Regulations**

The Contractor and its drivers shall be required to comply with all laws, rules and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Board of Education, the Somers Public Schools and the State and local police departments and the Federal Government, if applicable. It shall be the responsibility of the Contractor to enforce and make certain that all personnel employed by the Contractor are familiar with all of the aforesaid laws, rules and regulations governing transportation of school children.

### **OF PARTICULAR NOTE IS:**

#### **SEC. 14-275C-2 NO SMOKING OR ELECTRONIC NICOTINE DELIVERY SYSTEMS**

**The smoking, possession, use, or display of tobacco, tobacco products or tobacco paraphernalia, including electronic nicotine delivery systems or any form of cigarettes by the driver or passengers of a school bus is prohibited.**

### **Accidents and Delays**

If an accident should occur to a vehicle while carrying Somers students, the Contractor shall provide another vehicle for the immediate transportation of the pupils to the end of the route so that as little time as possible is lost and comfort, health and safety is assured. The Somers Public Schools shall be notified of all occurrences and all injuries, regardless of extent, as soon as possible, but no later than the time that the driver of the bus involved completes the route. All occurrences and all delays including accidents that prevent buses from operating on schedule must be reported to the Somers Public Schools at once. Schools and parents shall be notified by the Contractor as to delays of 15 minutes or more, other than accidents. The Somers Public Schools will contact parents in the event of an accident after being notified of such an accident by the Contractor.

### **Equipment Conformity**

All vehicles used for the transportation of Somers children must conform in all respects to laws and regulations of the U.S. Government, to the State of Connecticut, regulations of the State Motor Vehicle Department, the State Board of Education and the Somers Public Schools of the Town of Somers as they may from time to time be amended.

In addition, each vehicle must have appropriate signs as required by law. The Contractor at the Contractor's expense shall supply such signs.

All equipment necessary for the transportation of special education students is to be provided by the Contractor.

### **Personnel**

All drivers selected by the Contractor must have a current Public Service Permit (P.S.P.), Public Service License (P.S.L.) and/or Commercial Driver's License (C.D.L.) in compliance with State Law. All necessary

background data concerning these drivers shall be made available to the Somers Public Schools by the Contractor prior to the beginning of the transportation and prior to any new driver being assigned.

Drivers must be familiar with State laws concerning the operation of Student transportation vehicles or school buses. Bus operators must be dependable, steady, temperate, competent, of good repute, neatly dressed and well groomed.

Contractor shall file and maintain a list of approved vehicle operators and substitute operators with the Somers Public Schools and no person whose name does not appear on said list may operate a vehicle in the Town of Somers under this SPECIAL EDUCATION TRANSPORTATION Agreement. The following information must be filed with the Somers Public Schools:

1. Name of Driver
1. Address
1. Telephone Number
1. Age
1. Certificate of Satisfactory Physical Examination
1. Date of School Transportation Vehicle (STV) or School Bus Operators License.

The successful bidder is required to submit a photocopy of the public service license, public service permit and/or commercial drivers' license of all drivers and spares before any driver is allowed to transport Somers children.

Each driver shall be seated in the driver's seat or shall be located at the door of his/her bus when pupils are being loaded, unloaded or are within the vehicle. Each driver shall maintain conduct and order on his/her vehicle consonant with such regulations as shall be established by the Somers Public Schools.

It shall be mutually agreed and understood that all drivers are employees of the Contractor and not of the Somers Public Schools.

The Contractor agrees to terminate or transfer from Somers's service any bus driver who is not fit for any reason to operate a school vehicle for Somers school children.

Should evidence of a driver's lack of qualification come to its attention, the Somers Public Schools shall have the sole right to require the dismissal of said driver when in its judgment the driver is not fit for any reason to operate a vehicle for school children.

### **Responsibility for Pupils**

The Contractor shall be fully responsible for the care, safety and supervision of pupils during their period of transportation. The transportation of pupils shall be deemed to have ended when the pupil has reached a point of safety after alighting from the vehicle at an assigned location.

The Contractor shall pick up and deliver students at such times as shall be designated by the Somers Public Schools or its representative.

No student is to be put off a vehicle while enroute to school or home except at his or her appointed stop. The Somers Public Schools or its representative shall transport students from home to school and school to home with no unscheduled stops without authorization.

### **Radio Communications**

The Contractor shall furnish a two-way radio system or cellular phone in all vehicles to be paid for and maintained by the Contractor. Contractor shall assume the care, custody, control and use of such equipment. The Contractor shall be responsible for the use of such equipment in accord with the Rules and Regulations of the Federal Communication Commission.

Vehicles used must be equipped and be able to communicate with a base station at all times. The base station will be manned at all times during the transportation of a Somers student.

### **Non-Assignability of This Contract**

The Contractor agrees that neither this Contract nor any payments due hereunder shall be assigned in whole or in part without prior written approval of the Somers Public Schools.

### **Agent of the Board**

The Superintendent of Schools or his/her designee shall act as the agent of the Somers Public Schools in all matters pertaining to this Contract.

Miscellaneous:

- (A) The Somers Public Schools reserves the right at all times to modify its regulations and any such modifications shall be given in writing to the Contractor.
- (B) Designated routes and directions must be available to all drivers including spare drivers at all times.

### **Termination**

The Somers Public Schools shall have the right and power to terminate this Contract at any time when in its sole discretion it determines that the Contractor is violating the terms of this Contract or the Contractor has not remedied a violation when so notified to the satisfaction of the Somers Public Schools within ten (10) days after notification. It at any time the Somers Public Schools shall be of the opinion that permitting the Contractor to continue to furnish transportation will endanger the physical health or safety or mental or moral well being of any child, it may terminate this Contract immediately and without notice to the Contractor by the Somers Public Schools.

Should the Contractor fail to supply the necessary transportation for the regularly scheduled or the additional services, the Somers Public Schools may contract with other vendors. Any costs associated therewith shall reduce the payment by an equal amount, which may be due the Contractor under this agreement. In the alternative, the Somers Public Schools shall have the right to terminate this contract pursuant to the termination provisions of this contract.

The Contract documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of any of the Contract documents or if any questions regarding the true construction or meaning of the documents arise, the same shall be decided by the Somers Public Schools and such decision shall be binding and conclusive upon the Contractor.

1. This Contract is entered into and is subject to provisions of the Charter and Ordinances of the City of Somers, the Regulations and Policies of the Somers Public Schools of the City of Somers and all applicable State of Connecticut and Federal laws. The Contractor shall keep himself fully informed of all laws as aforesaid, existing or future.
1. Legal venue shall lie exclusively in the judicial district of New Haven, State of Connecticut. This agreement shall be construed under the laws of the State of Connecticut.
1. The headings or titles of any section, subsection, paragraph, provision or part of the Contract documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.
1. Except as otherwise expressly provided herein, the Contract may not be modified except in writing signed by the parties hereto or terminated by the Contractor except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Somers Public Schools by its duly authorized representative, and the Contractor, by its duly authorized representative, have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Signed in the presence of:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

## List of Schools

Listed below are Somers Public Schools and other schools located outside of Somers where special education transportation services might be required.

<b>SOMERS PUBLIC SCHOOLS</b>		
<b>SCHOOL</b>	<b>ADDRESS</b>	<b>TOWN</b>
Somers Elementary School	4 Vision Boulevard	Somers
Mabelle B. Avery Middle School	1 Vision Boulevard	Somers
Somers High School	5 Vision Boulevard	Somers

<b>OTHER SCHOOLS LOCATED OUTSIDE OF SOMERS</b>		
<b>SCHOOL</b>	<b>ADDRESS</b>	<b>TOWN</b>
Valley West School	269 Moore Street	Chicopee, MA 01013
Intensive Education Academy	840 N Main Street	West Hartford, CT
The Gengras Center	1678 Asylum Street	West Hartford, CT 06117
Adelbrook	42 Prospect Street	Manchester, CT
The Joshua Center	72 Shaker Road	Enfield, CT
Enfield Alternative Education Program	124 North Maple Street	Enfield, CT
CCGC	317 North Main Street	Manchester, CT
Grace Webb (IOL)	200 Retreat Avenue	Hartford, CT
TEPSEP	89 West Road	Ellington, CT

## Price Proposal Form

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

### Daily Rate - In Somers

Minivan/Car: \$ \_\_\_\_\_

Van: \$ \_\_\_\_\_

Lift Van: \$ \_\_\_\_\_

Type II Minibus: \$ \_\_\_\_\_

Type II Lift Minibus: \$ \_\_\_\_\_

Type I Bus: \$ \_\_\_\_\_

Aide/Monitor: \$ \_\_\_\_\_

Hourly Rate Outside  
Of Home to School  
Times: \$ \_\_\_\_\_

Alternate Vehicle: \$ \_\_\_\_\_

### Daily Rate - Outside Somers

Minivan/Car: \$ \_\_\_\_\_

Van: \$ \_\_\_\_\_

Lift Van: \$ \_\_\_\_\_

Type II Minibus: \$ \_\_\_\_\_

Type II Lift Minibus: \$ \_\_\_\_\_

Type I Bus: \$ \_\_\_\_\_

Aide/Monitor: \$ \_\_\_\_\_

Hourly Rate Outside  
Of Home to School  
Times: \$ \_\_\_\_\_

Alternate Vehicle: \$ \_\_\_\_\_