

Memorandum

Date: 2/16/2024
To: Dr. Negron; NHPS Finance & Operations Committee; NHPS Board of Education
From: Thomas Lamb, Chief Operating Officer
RE: Transportation RFP Update

NHPS will be ending its one-year contract extension with First Student on June 30, 2024. A Request for Proposal (RFP) has been drafted and coordinated through NHPS Transportation Department, City of New Haven Purchasing Department, Corporation Council, Mike Gormany, and NHPS Finance department. The RFP was closed on February 6, 2024 and a single response to the RFP has been received and is currently under evaluation with City Purchasing and district staff.

The RFP for services to begin on July 1, 2024 was posted in Bonfire on December 26, 2023 and closed on February 6, 2024. The RFP for services beginning on July 1, 2023 had an opening on March 6, 2023. The intent of posting more than two full months earlier was not only to give respondents additional planning time but also to adjust for the possibility of a new provider having to order additional buses. The earlier posting also allows more than adequate time for award, approvals and contract to be drafted.

The scope of work and contract for the previous and current RFP were created in large part from the documents created by CESO Group. In October and November of 2023, I conducted a review of concerns raised about the process and comments from the March 6, 2023 RFP process. From these concerns and comments there were several items to be addressed in drafting the new RFP and contract documents. During this time, I also collaborated with the new City Purchasing agent, Corporation Council, and Mike Gormany, Paul Wessel from the Greater New Haven Clean Cities and Steve Winter.

1. During review of comments from the previous RFP a clear message was made from staff that splitting the contract into segments presented operational challenges at the school level as well

as challenges for parents of children who may be placed on different buses. Requires the use of two applications for tracking Bus GPS locations. Added administrative difficulties for the Finance team in tracking invoicing and payments to two or more contractors providing service.

2. In an effort to more effectively score and evaluate submissions a scoring matrix documents for respondents to provide answers to documents
3. In order to expand on the bus electrification aspects of the RFP a requirement was added for the contractor to provide a plan for electrification of the fleet by 2030 within six months of the execution of the contract.
4. The purchase of fuel for transportation services under the new contract will be 100% provided by the City of New Haven. In previous contract years there was an allowance provided in the contract and any additional costs were covered by the City of New Haven. With fuel costs taken on by the City of New Haven we have more control over overall costs for fuel for the district.
5. The Contract term also needs to be more aligned with the mandate for bus electrification allowing for greater continuity. The district must be able to effectively collaborate with a transportation partner who is vested in our success in achieving this goal by 2030.
6. The term length was changed to a 4-year contract with 2 options for renewal. Each of these options has fixed pricing. This term will take the district to the 2030 deadline for bus electrification. The two options allow the district an option to put back out to bid should the contractor's plan for electrification prove not to be proceeding appropriately.
7. In collaboration with Mike Gormany and City of New Haven Purchasing language was added to allow for the City of New Haven to take advantage of contract pricing for City of New Haven needs related to use of Transportation services.

RFP Timeline

- September 13, 2023 planning began for drafting the RFP with discussion and collaboration with Teddi Barra and Dr. Negron.
- November 6, 2023 planning session and timeline provided to Dr. Negron
- Review of RFP and contract documents with purchasing
- RFP & Contract document reviewed by Corporation Counsel.
- December 26, 2023 the RFP was posted on Bonfire through City Purchasing.
- From Opening of the RFP until the RFP Closed on February 6, 2024 documents downloaded by 30+ individual contractors with First Student, We Transportation, Zum Inc. out of California who

recently was awarded the contract for Transportation Services in Branford submitting intent to provide proposals.

- February 6, 2024 RFP Closed
- February 6, 2024 Proposal was received by only First Student
- February 6, 2024 We Transportation provides letter that they will not be submitting a proposal but would be interested in the future RFP's
- February 9, 2024 Survey was sent to all companies that submitted intent to provide proposals
- February 15 2024 Only one response to the survey has been received; this was provided by First Student.



City of New Haven

Bureau of Purchases

200 Orange Street, Room 301

New Haven, CT 06510

Tel: 203-946-8201 Fax: 203-946-8206

Honorable Justin Elicker
Mayor

Malinda Figueroa
Purchasing Agent

The City of New Haven ("City") is accepting sealed
Request for Proposals (RFP) for the following:

Request for Proposals

Project Summary

RFP Title:	STUDENT TRANSPORTATION SERVICES				
RFP #:	2024-12-1620				
Projection Description:	A commercial provider of student transportation services				
Department:	NHPS				
RFP/Advertise Date:	December 27, 2023				
Intent to Respond Due Date	February 5, 2024				
RFP Due Date:	February 6, 2024	Closing Time	11:00	AM	
Pre-Proposal Meeting Date:	N/A	Meeting Time:			
Pre-Proposal Meeting Location:	N/A				
Contract Term:		4	year	2 (1) year	Renewals Option(s) (at the sole discretion of the CONH)
Insurance Requirements:	Refer to Rider	900	(This Rider is attached)		
System for Award Management (Federal Requirement)	<input checked="" type="checkbox"/>	YES	NO	If marked yes, to bid and get paid you must already have a Unique Entity ID. See Statement of Qualification Form	
Local Preference:		YES	<input checked="" type="checkbox"/>	NO	
Pricing Sheet:	Respondent Supplied				

Responses must be submitted in the form and manner specified in this request.

City of New Haven Table of Contents

Item #	Cover Page	
	RFP Summary	
	Table of Contents	
	Instructions to Respondents	
1	RFP Documents	
2	Internet Access	
3	Solicitation Downloads	
4	Inquiries for Clarification	
5	Addendum to RFP Documents	
6	Contract Term	
7	Insurance Requirements	
8	Certification and Licenses	
9	Unit Prices, Bid Quantities and Tax-Exempt Status	
10	Local Preference	
11	Equal Employment Opportunities	
12	Alternates	
13	Pricing Sheet	
14	RFP Process and Submission	
15	RFP Protest	
16	Award of Contract	
17	Execution of Contract	
18	Notice to Proceed	
19	No Purchase Order-No Payment	
20	Electronic Invoicing	
21	Payment Policy	
22	Standard Form of Agreement Exhibit Part 1 & 2	
	RFP SPECIFICATIONS	
	FORMS ARE A SEPARATE DOWNLOAD	

INSTRUCTIONS TO RESPONDENTS

1 RFP Documents – the following documents are hereinafter collectively referred to as “RFP Documents” and each a RFP Document.

	RFP Cover Sheet -Invitation with Summary	This document need not be returned with your submission
	Instruction to Respondents	This document need not be returned with your submission
	Specifications	This document need not be returned with your submission
	Attachment to Specifications	This document need not be returned with your submission
1	City Forms Signature Page	Required with your Bid Submission
	Ban the Box Agreement	Acknowledge on City Forms Signature Page
	Certificate of Non-Arrearage	Acknowledge on City Forms Signature Page
	Equal Opportunity Agreement	Acknowledge on City Forms Signature Page
	Disclosure & Certification Affidavit	Required with your Bid Submission
	Current Workforce Certificate	Required with your Bid Submission
	Statement of Qualifications	Required with your Bid Submission
	PPP - Priority Payment Program application	Required with your Bid Submission

- (a) These RFP Documents include a complete set of forms.
- (b) Respondent may not qualify or alter the terms of the solicitation’s Bid Table.(if Applicable)
- (c) Responses must be submit through web portal, no hardcopies accepted.
- (d) All costs incurred in the preparation and presentation of this Qualifications shall be wholly absorbed by the proposer. Any material submitted by the vendor shall become the property of the City of New Haven unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked.

2. Internet Access

- (a) The City cannot guarantee that equipment involved in RFP Submission and/or solicitation technology will be available to provide information or receive transmittals. It is your responsibility to ensure that you have current information and that your Submission is received at the designated location complete and on time. The City is not responsible for the confidentiality of information transmitted over the Internet.
- (b) Downloading solicitations of any type does not obligate the City to send you future notifications of solicitations or addendum updates.
- (c) It is the Respondent’s responsibility to review your status on our website and update your contact information accordingly.

3. Solicitation Downloads

- (a) This document may be downloaded from our website at no cost to you. If you require a third party to print the specifications and/or drawings, that cost will be borne by you.

- (b) Drawing File Format: PDF



- (c) Click on the above link if you don't have Adobe Acrobat and you wish to view the files in PDF format.
- (d) **Drawings** - The following three local firms are examples of companies that can reproduce drawings and/or any portion of the documents. These suggestions are not to be considered endorsements in any way. Any other firm with the AutoCAD, DWG, DXF, DWF & CSF Viewers will also be able to reproduce the drawing files.

4. Inquiries for Clarification

- (a) The City will not respond to a Respondent's request(s) for oral interpretation and/or clarification of the RFP Specifications for any reason.
- (b) The City will respond to a Respondent's written request(s) for interpretation and/or clarification of the RFP Specifications.
 - (1) Any written Inquiry for Clarification must be received seven (7) or more business days prior to the RFP Closing Date and Time. Any request received by the City after this deadline will not be given consideration.
 - (2) Every request for such an interpretation shall be made in writing via email to: <https://newhavenct.bonfirehub.com/portal>
 - (3) Please do not send questions or requests for clarification in a PDF format.
 - (4) Every interpretation made to a Respondent will be in the form of an Addendum to the RFP Documents.

5. Addendum to RFP Documents

- (a) All Addenda to the RFP Documents shall become part of the RFP. Respondents are required to check the Website for Addendum. Each Respondent shall be bound by such Addenda whether or not received/viewed by the Respondent.
- (b) Questions are submitted through your account and the selected solicitation Web Address: <https://newhavenct.bonfirehub.com/portal> , in the overview of Project details go to the "Opportunity Q&A" section" to submit your question(s)
- (c) Addendums regarding Inquires for Clarification will be posted on the City website, not less than five (5) calendar days prior to the RFP Opening Date and Time.
- (d) Addendums regarding extension of time will be posted on the City website, any time prior to the RFP Opening Date and Time.

6. Contract Term – (See RFP Summary for applicability)

- (a) The term of the contract because of this solicitation shall be as stated in the RFP Summary and/or the Specifications. If there are any options to renew, all renewals will be at the sole discretion of the City and pursuant to the same terms and conditions.
- (b) Pricing and Supply of Good and Services submitted by vendor as a result of this solicitation must be maintain for at least twelve (12) months from the date of bid submission, unless an increase in length is noted in the specification section of this solicitation.

7. Insurance Requirements – see attached Risk Template

The City requires all contractual work to be insured as identified in the following sections.

The term “Contractor” and/or “subcontractor” as used in this section, shall mean, and include Contractors and subcontractors of every tier.

Each Solicitation, Agreement and/or Award will include a specific Risk Template which will detail all the insurance requirements for the project.

Any policies maintained by the contractor and its owned and/or rented equipment and materials shall contain a provision requiring insurance companies to waive their rights of subrogation against the City of New Haven (Owner) and all other Indemnities named in the contract.

Certificates of Insurance

The successful bidder shall provide certificates of insurance showing coverage by an insurance carrier authorized by the State of Connecticut to write insurance in the State. The certificates shall show the City as an additional name insured. Said certificate should contain the following endorsements.

PLEASE NOTE THAT ALL CERTIFICATES OF INSURANCE MUST INCLUDE:

1. The City of New Haven shall be named as an **additional insured with subrogation.**
2. Endorsement shall include the work description, Contract/Project name and location.
3. An endorsement that the insurance company will give at least thirty (30) days written notice to the City prior to any modification or cancellation of any such insurance coverage.

Note

Single and Multi-Member LLCs are now BOTH required to purchase Workers Compensation insurance unless they request from the CT WC Commission to exclude themselves. If they state that they do not have employees and do not have WC, then they must provide a copy of the attached Exclusion Form 6B with their COIs. A copy of this form 6B should go to CTrax for acceptance.

The ONLY group that is now NOT REQUIRED to obtain WC is Sole Proprietors. A revised copy of the WC Waiver form that they must provide with their COIs, if they have NO Workers Compensation coverage, is attached.

POLICY REVIEW AND APPROVAL

At the discretion of the City, the Contractor may be asked to submit to the City copies of insurance policies for review and approval. The City may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved.

The Contractor shall submit an insurance certificate in addition to a copy of each policy. The Contractor shall require its subcontractors to obtain policies of similar insurance before each commences work. All such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City and shall be kept in force until the Contractor’s work is accepted by the City, which expire before the Contractor’s work is accepted by the City shall be renewed and submitted to the City for its approval.

- (a) Insurance will be required for the entire term of the contract. COI are to be emailed to your project contact(see award notice) and NHpurchasingCOI@newhavenct.gov.
- (b) Renewal Certificates of insurance should email to your project contact:

8. Certification and Licenses

- (a) If the service(s) that you are providing is a service for which a certification, license or other form of qualification is required, please provide documentation with your statement of qualifications.

9. Unit Prices, RFP Quantities and Tax-Exempt Status

- (a) The Unit Prices for each of the RFP items include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total RFP. Special attention is called to this section because in the event it is necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the Unit Prices for such items.
- (b) Unit Prices should not include federal excise or state sales taxes. State Sales Tax is exempt under Connecticut General State Statute Sec. 12-412. The City is also exempt from transportation taxes when goods are consigned to the City. Tax Exemption certificates will be furnished by the Supervisory Auditor - Accounts Payable upon satisfactory proof of delivery to the City.
- (c) It is understood and agreed that the Unit Prices shall control the Contract award.
- (d) The quantities noted in this RFP are approximate (estimated only for use in comparing RFPs); and that the sums obtained by multiplying the Unit Prices by the estimated quantities, and also the Total of these sums, are inserted for the purpose of checking this RFP and for the convenience of the Respondent. The Unit Prices paid are for the actual ordered quantities only.
- (e) Shipments should be consigned to the City in care of the Respondent.

10. Local Preference Ordinance – (See RFP Summary for applicability)

- (a) For the purpose of this section, "City Based Business" shall mean a business with a principal place of business located within the City of New Haven. A "City Based Business" shall maintain such status throughout the term of any Contract with the City. Failure to maintain such status shall be grounds for the City to terminate said Contract.
- (b) To be considered a City Based Business you must submit satisfactory proof to the Purchasing Agent of your current City of New Haven address. Some examples of proof include are, but not limited to:
 - (1) Proof of payment of City of New Haven Real Estate tax bill(s)
 - (2) A current, long term lease in the City of New Haven
 - (3) Proof of payment of City of New Haven Personal Property tax bill(s)
- (c) The Local Preference ordinance can be found in Section 2-483 of the City of New Haven's Code. Please review for further details.

11. Equal Employment Opportunity

The City will terminate any contract without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11374, Connecticut Fair Employment Practice Act, and Chapter 12 ½ of the code of Ordinances of the City of New Haven, incorporated herein by reference. The City reserves the right to incorporate into the contract any additional provisions relating to Equal Employment, including an Affirmative Action Agreement

12. Alternate RFPs

- (a) No alternate RFPs will be considered, unless alternate RFPs are specifically requested by the City.

13. Pricing Sheet - (See RFP Summary for applicability)

- (a) Please provide your pricing matrix on a page or section of its own. The City of New Haven must be readily able to discern your pricing Qualifications at a quick glance.
- (b) A brand name, model number or other designation that identifies the product of a manufacturer may be indicated. Other brands will be considered, provided they meet the quality standards of the brands listed within. Product literature, i.e. (M.S.D.S.) must accompany any substituted product with your submission.

14. RFP Process and Submission

(a) RFP Process (Only Digital Responses Accepted)

- (1) Early Submittal of RFPs - RFPs received prior to the advertised hour of opening will be securely kept sealed and unopened.
- (2) RFP Opening - At the time and place fixed for the opening of RFPs, the City will open and publicly read aloud the name of every RFP respondent that received is by the submission deadline. Respondents and other interested parties may be present, in person or by representative.
- (3) Late Submittals - with the advent of complete digital bidding, no response will be accepted after the closing date and time
- (4) Withdrawal of RFPs - - Response may be withdrawn by you prior to the RFP Closing Date and Time by you retracting your digital bid submission.
- (5) RFP Rejections - The City reserves the right to reject any and all RFPs which do not meet the requirements of a lowest qualified responsible Respondent. Some reasons for rejection include but *are not limited to*: altered or qualified Calculation Sheet, a non-Web based Calculation Sheet, non-conforming Bid Bonds, incomplete or erroneous paperwork, late RFP Submission, Unbalanced High or Low Unit Pricing, and/or not habitually performing with the Respondent's own forces.
- (6) RFP Rejection Notification - Should the City reject a RFP for any reason, the Respondent shall be notified. In case of such rejection, the City will return any Bonds to the Respondent(s). No other part of a RFP Submission will be returned.

(b) RFP Submission

- (1) Electronic Submissions- (Only Digital Responses Accepted)
 - a. Follow instruction on the portal for bid submission – all required forms are indicated as such.
- (2) An RFP must be submitted in a digital format through the procurement portal. All blank spaces must be filled in as noted. RFP responses must give the prices in numerical figures when requested. When submitting your response electronically through our web site, changes are allowed up until your final RFP Submission.
- (3) The Respondent shall sign their RFP in the blank space provided for this purpose. If the RFP is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated and the RFP Submission and must be acknowledged by a corporate officer as applicable. Any partner of corporate stockholder owning 25% or more of the business shall also be disclosed.
- (4) The City may consider any RFP not prepared and submitted in accordance with the provisions hereof, and may, at its option, waive any informalities.
- (5) No Respondent may withdraw a RFP within one hundred twenty (120) days after the actual date of the opening thereof.

15. RFP Protest

- (a) Any RFP protest must be submitted in writing. Respondents may file a written protest of the RFP results with the City's Purchasing Agent, within 48 hours of the posting of the RFP results on the City Website.
- (b) A protest must be submitted via email, purchasing@newhavenct.gov, or Fax, 203-946-8206.
- (c) The City will acknowledge receipt of written protest. If the Purchasing Agent or representative has not acknowledged receipt of the protest by the close of business on the following day, please contact the Bureau of Purchases at 203-946-8201 or by Fax at 203-946-8206.

16. Award of Agreement

- (a) The City will endeavor to award a contract for this RFP within one hundred and twenty (120) days after the date of the RFP opening. All Respondents acknowledge their RFP submittal will be valid for the duration of the one hundred and twenty (120) days timeframe.
- (b) The City reserves the right to separately RFP or secure pricing from additional contractors that may relate to the goods and/or services in the instant RFP, whether such goods and/or services are additional to the quantities stated in the instant RFP.
- (c) The City will not award to any contractor who is ineligible under any of applicable regulations issued by the Secretary of Labor and United States Department of Labor.
- (d) The City will not award to any contractor who is not qualified under applicable State and local laws and regulations.
- (e) Without limiting the generalities of the foregoing, a contractor will be deemed ineligible if they are not current with any taxes or other outstanding obligations to the City of New Haven.
- (f) Should a Contract be awarded, it will be awarded based upon the committees scoring of the review criterion. The requesting department will convene a committee to review the RFP and provide a recommendation to award or reject all proposals.
- (g) Availability of funds – The awarding of all contracts is contingent upon availability of appropriate funds. If funding is not available at the time of award and/or execution of the contract the City reserves the right to cancel the RFP.
- (h) All Bid Bonds (if required) will be returned to all Respondents upon the execution of the contract documents to the awarded Respondent.
- (i) Certificate of Insurance must be email to project manager(see award notice) and to NHpurchasingCOI@newhavenct.gov

17. Execution of Agreement

- (a) In executing the Agreement, the Awardee will be required to reaffirm and restate any and all representations made in its RFP Submission.
- (b) Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the Awardee shall execute and deliver to the City the Agreement in the form included in the Contract Documents, in such number of copies as the City shall require.
- (c) The failure of the Awardee to execute such Agreement, pay any taxes due, to supply the required bonds or submit the Certificate of Insurance, all within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City

grants based upon reasons determined sufficient by the City, shall constitute a default and the City reserves the right to any remedies available at law or in equity including pursuit of RFP Bond. The City may either award the Contract to the next lowest responsible Respondent or re-advertise for RFPs.

- (d) Performance Labor and Material Bonds - (see RFP Summary for applicability)
Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent shall, within the period specified in paragraph "A" above, furnish a bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the RFP Documents and shall bear the same date, or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the City, authorized and qualified to do business in the State of Connecticut, and listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

18. Notice to Proceed.

Once a contract is executed the City department responsible for requesting the work will issue a Notice to Proceed.

19. No Purchase Order – No Payment Policy (see Website for more Details)

<https://www.newhavenct.gov/government/departments-divisions/purchasing-division/no-po-no-pay-policy>

The City of New Haven has implemented a 'No Purchase Order, No Payment Policy' effective July 1, 2019 to reduce cost overruns, unauthorized work, while automating the steps for payment of invoices. This means that without an official Purchase Order number and/or enough unencumbered funds available, payment of supplier invoices will be rejected or significantly delayed until the change order or adjustments can be processed and approved.

This policy aims to ensure that:

- a) All spend shall be supported by an authorized PO prior to requesting the provision of goods/services;
- b) Efficient processes are implemented so that goods are delivered when required;
- c) The recipient of the goods shall receipt in Munis as soon as the goods are delivered/services performed (i.e. not upon receipt of the invoice);
- d) Cost control is effective and therefore:
 - i. all expenditure incurred by the City of New Haven is valid and appropriately authorized; and
 - ii. minimizing transactional costs associated with payment for goods and services;

20. Electronic Invoice

<https://www.newhavenct.gov/government/departments-divisions/purchasing-division/e-invoicing-policy>

21. Payment Policy

<https://www.newhavenct.gov/government/departments-divisions/purchasing-division/payment-policy>

22. Standard Form of Agreement Exhibit Part 1&2 (Not Applicable)

Respondents to the City's RFP are expected to execute these agreements. Given the very tight timetable for contract awards, negotiation of terms is not feasible. Any deviation from the City's standard terms must be presented (redlined) with the RFP response and the City will consider any such request when determining contract awards. As such, we strongly recommend including only "deal breaker" comments and attached them to your Statement of Qualification form.

REQUEST FOR PROPOSALS SPECIFICATIONS

TO PROVIDE

STUDENT TRANSPORTATION SERVICES

1. Procurement Background

a. Statement of Purpose

The New Haven Public Schools (“NHPS”) seeks to establish a contractual partnership with a commercial provider of student transportation services. The stated objective is to serve the students of the NHPS through the provision of high quality, safe, effective, and efficient transportation services. The NHPS is seeking a positive working partnership with a contractor dedicated to these same objectives. While price will be a significant factor in the selection of the contractor, a demonstrated ability and willingness to work cooperatively with the NHPS in achieving these objectives will also be a determining factor in selection. The services to be provided will be for an initial four (4) year term. There are two (2) one (1) year mutually agreed successor agreement options for a total maximum term of six(6) years.

b. Student Transportation Services in the NHPS

The NHPS provides transportation services to approximately 17,000 students attending 11 high schools, 2 middle schools, 30 elementary and K-8 schools, 9 early childhood program locations, and 19 other education centers. Services are provided on three primary transportation tiers using a total of approximately 315 route vehicles. Additional transportation is provided to support athletic and extracurricular programming. All services are managed and administered by the NHPS transportation staff.

Relevant operating statistics for all currently scheduled bus routes is included as Current Services Summary. The prospective contractor should consider this information in developing its proposal and pricing but is advised against considering this data as entirely reflective of the routes that will be in place for the start of any contract resulting from this solicitation.

c. Summer and Community Based Programming

The City of New Haven and Board of Education reserve the right to use the respondents pricing for various services including but not limited to Summer Camps, Youth and Recreation programming, Elderly Services, and any other City/NHPS events.

2. Services to be Provided

a. Reference to Contractual Agreement

The draft Standard Form of Agreement template included with the solicitation documents shall be completed and executed by the City and selected contractor. This documents the service specifications to be provided and the governing terms and conditions of the partnership. No alterations or modifications to the Standard Form of Agreement as drafted and included are allowable in the contractors’ proposal submissions, except as expressly included in any addendum that may be issued to this RFP prior to the proposal submission date. The prospective contractor is advised to thoroughly review the Standard Form of Agreement in its entirety and to expressly consider its requirements in the construction of its proposal.

b. Contract to be Awarded

The NHPS intends to award one contract through this solicitation. The contract will be aligned to the service requirements of the district. Table 1 describes the service areas and expected volumes of service required within each grouping for which one contract will be awarded. Further volume of service information is provided in the Current Services Summary where the prospective contractor can view information concerning the current routes in each service area. Prospective respondents should defer to the table below when reconciling any differences between the information provided and Table 1.

Table 1 –District Transportation Services

District Services Areas	Vehicle Requirements	Expected Service Volume
<ul style="list-style-type: none">● Regular and Special Needs In District Home-to-School and related supplemental services	260 Type I School Bus <i>2 with lifts and wheelchair positions</i>	317 total daily routes plus supplemental services
<ul style="list-style-type: none">● Regular and Special Needs Out of District Home-to-School and related supplemental services	57 Type II School Bus <i>9 with lifts and wheelchair positions</i>	

c. Proposal and Contract Award Limitations

Contractors must submit a single Technical Proposal that provides for all services outlined from Table 1 to be considered for award. Price Proposals submitted must include all services outlined in Table 1 and be submitted on the form provided.

3. Requirements for Submission

a. Proposal Submission Format

All submissions must follow the submission format specified in this section. The NHPS seeks **clarity** and **brevity** in the prospective contractor’s description of its qualifications and experience to provide the required services, and in particular its proposed methodology and track record in forming a working partnership with its current customers. Submissions shall not contain excessive verbiage, marketing materials, or information not expressly required by this RFP. This information is not desired and will not be considered favorably in the review and selection process. The NHPS reserves the right to reject any and all proposals or to waive any informalities, irregularities, or technicalities in any proposal should it be deemed to be in the best interest of the New Haven Public Schools to do so.

b. Proposal Content

The contractor's proposal shall be submitted in two (2) distinct parts, (1) a Technical Proposal and (2) a Price Proposal. The proposals shall be in a format consistent with the order of the numbered sections as follows:

Contractor Technical Response Matrix Document

1. Identifying Information – Include the full legal name(s) of the parent company submitting the proposal and the company that will be the prime contractor providing the proposed services, if different. Provide the legal address of the company(s). Provide the full name, email address, and telephone number of the contractor's designated contact for the submission. This person must be vested with the authority to speak on behalf of the contractor in all matters related to the proposal and must be available during the entirety of the solicitation process outlined in the schedule of events above. This section of the proposal must be signed by the designated contact person.
2. Service Subdivisions for Consideration – Clearly identify each of the named service subdivisions from Table 1 for which the contractor wishes to be considered for award. The contractor must submit the corresponding Price Proposal for each of the identified service subdivisions in the provided pricing matrix template.
3. Qualifications, Experience, and References – Provide a brief but complete description of the contractor's qualifications and experience to provide the required services. At a minimum, include a description or illustration of the organization structure for the parent company and company proposed to provide the service, if different. Provide a history of the subject organizations, and information to illustrate the size and scope of their operations. If not currently providing transportation services to the NHPS, include on a single page for reference in this section a minimum of three (3) references of similar size and scope of services to NHPS for which the contractor is currently or has recently been providing services, including location, name and contact information. The NHPS will contact these customers as part of its review of proposals.
4. Methodology and Approach – Provide a brief but complete description of the contractor's proposed organization, operation facility, systems, methodologies, and processes for providing the required services meeting or exceeding the requirements of the Standard Form of Agreement, and for working with the NHPS as a service partner. While brevity and clarity are the objective, particular emphasis in scoring the proposal will be placed on comprehensiveness and specificity of this description to the requirements of the Standard Form of Agreement, and the overall fitness of the contractor relative to NHPS's goals and objectives for this procurement.

Pricing Proposal

Pricing Proposal Submittal Forms – Complete and submit the Price Proposal Submittal Form separately and in its entirety, as described in the Proposal Submission Instructions and Requirements below.

4. Review of Proposals and Contract Award

Qualified proposals will be reviewed by a committee established by the NHPS for the purpose of evaluating the contractor's wherewithal and desire to provide the required services. Final scoring of each proposal will be attributed on a weighted basis as follows:

- The Technical Proposal shall account for fifty percent (50%) of the final score.
- The Price Proposal shall account for fifty percent (50%) of the final score.

Technical Proposals will be subjectively evaluated and scored on a 100-point scale relative to the following criteria:

- 10 points - Responsiveness to the requirements of the RFP
- 25 points - Contractor's experience in providing similar services, with an emphasis on its experience within the State of Connecticut
- 25 points - The proposed location of the contractor's operating facility in proximity to the City of New Haven
- 15 points - Contractor's organization, methodologies, processes, and procedures
- 15 points - The qualifications of the contractor's management team
- 10 points - The strength of the contractor's references

Once each proposal has been evaluated in this manner, the Price Proposals shall be opened and compared, with the highest scores assigned to the lowest cost-effective contractor. The contractor(s) that present the most compelling proposals for a combination of technical responsiveness and price may be invited to participate in an in-person interview process. Following the interview(s), if conducted, a final recommendation for preferred contractor in each service subdivision will be identified and submitted to the City along with a recommendation to award a contract.

Other Document associated with this RFP that are separate downloads.

1. Contractor 's Technical Response Matrix- Separate Download
2. NHPS Transportation Pricing Form -Excel
3. Final Fleet Inventory Document-sample illustration transportation requirements
4. NHPS Student Transportation Contract & Service Specification

Insurance Information for project is a separate document to download

End of Specifications

AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, 2023 is by and between _____ (hereinafter referred to as the “Contractor”) and the City of New Haven (hereinafter referred to as the “City”).

WITNESSETH, that the Contractor and the City of New Haven for _____ (\$xxx,xxx,xxx.xx) and considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all service, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: **Student Transportation Services for the Department of Education of the City of New Haven, Connecticut in accordance with the attached Service Specifications and Schedule of Award**, in strict accordance with the Contract Documents as set forth below in Article 3, all as prepared by the City of New Haven.

ARTICLE 2. The Contract Price. The City of New Haven will pay the Contractor the amount stated above for the performance of the Contract in accordance with the Price Tabulation Sheet and subject to any additions or deductions as may be authorized in the Service Specifications.

ARTICLE 3. Contractor Representations and Contract Documents. Contractor represents it has the ability to perform the services required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances. Contractor acknowledges that it has previously provided the City with Proposal Documents in response to the City's solicitation noted above as "Student Transportation Services," and hereby restates and reaffirms the representations made in the Proposal Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and/ or the "Agreement":

- A. Request for Proposal
- B. Addenda to Request for Proposal
- C. Proposal Submission
- D. General and Special Conditions
- E. Insurance Rider
- F. Service and Price Tabulation Sheet

ARTICLE 4. Insurance and Indemnity. The attached Rider is hereby fully incorporated by reference herein.

ARTICLE 5. Wages. Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rate of pay set forth in the Bid Documents is the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

ARTICLE 6. Non-Arrearage. The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract or other obligation.

ARTICLE 7. Equal Employment Opportunity. The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Proposal Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment including an Affirmative Action Agreement.

ARTICLE 8. Assignment of Agreement. The Contractor shall not assign all or any part of the Agreement without the prior written express consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

ARTICLE 9. Commencement of Work. The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

ARTICLE 10. Contractor's Status. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.

ARTICLE 11. Examination of Plans, Specifications, and Work Sites. The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for additional labor or materials due to discrepancies.

ARTICLE 12. Construction - Investigation of Subsurface Conditions. Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any preliminary investigations; the sufficiency or accuracy of the interpretation of the results of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.

ARTICLE 13. Contractor's Guarantee. Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and attorney's fees. In any situation determined to be an emergency by the City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

ARTICLE 14. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE 15. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

ARTICLE 16. Contract Termination

1601. Termination of Agreement for Cause. If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: the non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than fifteen (15) business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

1602. Termination for Convenience of the City. Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon Ninety days (90) written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

ARTICLE 17. Additional Terms and Conditions.

1701. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In

addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

- 1702.** The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.
- 1703.** The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 1704.** This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.
- 1705.** If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 1706.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 1707.** The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement. During the term of this Agreement, the parties shall work collaboratively (1) to produce savings by using energy efficient buses during the term of this Agreement, including joint efforts to seek grant funding from the Volkswagen Mitigation Trust Fund to offset costs of energy efficient buses; (2) to identify a City-owned property for vehicle parking and maintenance; and (3) to seek cost efficiencies and savings/avoidance through data analysis, industry trends and efficiency reviews.
- 1708.** References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

1709. The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.

1710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as termination and default) are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.

1711. Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company address stated therein.

1712. Notices to the City and Invoices for completed work should be directed to:

Project Manager:	
Department:	
Mail Invoices to:	
Invoice Payment Inquiries:	

1713. Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

1714. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.

1715. Billing/Invoicing/Contract Value - The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor: (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value.

1716. Security of Performance - The Contractor shall furnish at its own expense the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract to guarantee the faithful performance of this Agreement; provided, however, that if the Board waives this performance bond requirement, Contractor shall credit ninety-five thousand dollars (\$95,000.), spread equally on Contractor's monthly invoices during each of the school year in which the requirement is waived. City shall notify Contractor no later than March 30 of any required bonds for the upcoming contract year. In the event that City requires a bond, the parties shall agree on revised pricing for the Contract year in which the bond is required to cover costs associated with the required bond. If required, such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Connecticut, must be satisfactory to the Board, and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. Proof of bond ability must be submitted with the proposal.

THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, form the Contract Documents between the parties.

IN WITNESS WHEREOF, the parties have executed TWO (2) counterparts of this Agreement as of the day and year first above written.

Signature blocks to follow

Service Specifications

1. Term of Agreement

- 1.1. The services to be provided in accordance with this Agreement shall commence July 1, 2024 and continue for a period of four (4) years ending June 30, 2028. On mutual consent City and Contractor shall have the option of extending this Agreement for an additional year except that such renewals shall be limited to a maximum of two (2) annual renewal periods for a maximum Agreement term of six (6) years. Pricing for renewal years shall be established in the proposal Pricing Form

2. City Obligations

- 2.1. City hereby agrees to compensate Contractor for the provision of Student Transportation Services as documented herein.
- 2.2. City agrees to work cooperatively with the Contractor to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.
- 2.3. City shall establish, document, and provide to Contractor such policies as may be required to govern the provision of Student Transportation Services in the Department of Education. City reserves the right at its sole discretion to modify such policies over the term of this Agreement except to the extent that such modification prevents Contractor or City from complying with the terms and conditions of this Agreement.
- 2.4. City will provide for routine oversight, measurement, and reporting of Contractor performance as documented herein, and further agrees to fairly and equitably consider all reasonable requests presented by Contractor regarding City's obligations under this Agreement.

3. Contractor Obligations

- 3.1. Contractor hereby agrees to provide Student Transportation Services to City as documented herein.
- 3.2. Contractor agrees to work cooperatively with the City to ensure the provision of safe, effective, and efficient Student Transportation Service over the term of this Agreement.

4. Legal Compliance

- 4.1. In providing Student Transportation Services, Contractor shall comply with any and all applicable federal, state, county, and municipal laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Agreement and that pertain to the provision of these services to the City.
- 4.2. Contractor is responsible for having full knowledge of all such federal, state, county, and municipal laws, statutes, ordinances, policies, regulations, and/or prohibitions at all times over the term of this Agreement.

5. Safe Service

- 5.1. Student, City employee, Contractor employee, and public safety is paramount and will be the highest priority consideration in the delivery of services under this Agreement.
- 5.2. Contractor shall immediately inform the City of any City policies, regulations, procedures, or practices that may conflict with safety prioritization.
- 5.3. Contractor shall not intentionally compromise safety to achieve any of the requirements of this Agreement.
- 5.4. Contractor shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
- 5.5. Contractor shall immediately perform any service necessary to address a safety concern regardless of whether it is specifically required by this Agreement.
- 5.6. Contractor shall at all times adhere to a documented Safety Program acceptable in form and content to, and as explicitly approved by City. The Safety Program shall be documented and updated prior to the start of school in each school year covered by the term of this Agreement.
- 5.7. The Contractor shall keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers.
- 5.8. Drivers of vehicles transporting special needs students shall be given additional appropriate training in excess of the minimum required for other drivers. This training shall be provided in cooperation with the school system pupil personnel staff.
- 5.9. The Contractor shall provide all necessary equipment, personnel, and assistance in carrying out the school system's bus safety drill program.

6. Service Days, Types, and Volume

- 6.1. Service will be provided during all days when school is in session between July 1 and June 30 for each year covered by this Agreement. The number of service days in any year will be one hundred and eighty (180). The actual number of service days provided by the Contractor in accordance with this Agreement may be more than this or may decrease by up to two (2) service days at the prices established in this Agreement. A decrease of more than two (2) operational days per year will require the Contractor and the City to renegotiate prices for the balance of the year in which the decrease occurs.
- 6.2. Contractor will provide home to school and school to home transportation service for all regular education, special education, Head Start, private school, and parochial school students defined as eligible for receiving this service by the Board of Education, and for which the Contractor has been awarded service under this Agreement. This may also, at the Board of Education's direction, include routing between schools and specific education programs before, during, or after the regular school day.
- 6.3. The initial services awarded to Contractor at the outset of this Agreement are described in Attachment F to this Agreement - Service and Price Tabulation.

- 6.4. The Board of Education reserves the right at any time during the term of this Agreement to alter rider eligibility policies and other parameters that may alter the volume or type of service to be provided in accordance with this Agreement.
- 6.5. The number of service vehicles operated by the Contractor in accordance with this Agreement may increase or decrease by up to ten (10) percent at the prices established in this Agreement. A cumulative change of more than ten (10) percent will require the Contractor and the City to renegotiate prices for the balance of the Agreement term.
- 6.6. The Contractor shall provide such other Additional and Supplemental Student Transportation Service as may be requested by the Board of Education including, but not limited to co-curricular, activity, athletic, late or extended day, vocational, or special programs.
 - 6.6.1. The volume of services to be provided in accordance with this requirement will vary based on demand, is not guaranteed, and may be requested of other contractors.
 - 6.6.2. All services provided in accordance with this requirement shall be on a per-request basis. Contractor may decline to provide the requested service only in the event the equipment and staffing resources required by and committed to this Agreement are exceeded by the request or if the request conflicts with any other requirement of the service to be provided by the Contractor under the terms of this Agreement. All requests for service accepted by Contractor under this requirement shall be provided at prices as established by this Agreement.

7. Operating Parameters

- 7.1. Contractor will provide the services required under this Agreement in accordance with certain parameters established by the City as Board of Education policies, regulations, and Student Transportation standard operating procedures. These may be altered at any time over the term of this Agreement and at the sole discretion of the Board of Education. Current operating parameters shall be provided to the Contractor prior to the start date of this Agreement and at least thirty (30) days prior to the effective date of any approved change.
- 7.2. Contractor may petition City for an adjustment to rates of payment if any approved change to operating parameters has a material impact on Contractor's cost of providing services under this Agreement and is not otherwise compensated within the existing payment rate structure of this Agreement.

8. Routing and Scheduling

- 8.1. The development and maintenance of school vehicle routes and schedules shall be a cooperative responsibility of the Contractor and the Board of Education's designated representatives. The Contractor shall be responsible for leading this effort.
- 8.2. Contractor shall provide all required data systems and skilled staffing necessary to meet the Operating Parameters defined herein for each approved route operated by and assigned to Contractor for service under this Agreement. City reserves the right to designate the data systems to be utilized by Contractor in satisfying the requirements of this section.

- 8.3. Routes shall be designed in the most efficient and effective manner feasible within the overarching mandate for providing Safe Service.
- 8.4. Routes may include the picking up or dropping off of Bus Aides and Monitors assigned by the Board of Education to monitor pupil transportation.
- 8.5. No later than thirty (30) days prior to the final day of service in any school year covered by this Agreement, Contractor shall present a plan and schedule, with key milestone dates identified, for the development of service routes to be operated at the start of the following school year. The Board of Education's designated representatives and Contractor agree to work cooperatively to finalize the route development schedule, and to meet all identified planning milestones as required.
- 8.6. Contractor shall present proposed routes to the Board of Education's designated representatives for review and comment as they are developed, but not later than ten (15) workdays prior to the first day of school in any year during the term of this Agreement. Through its designated representatives, the Board of Education reserves the right at its sole discretion to approve, or disapprove, any proposed route modification and submitted by Contractor.
- 8.7. Contractor is responsible for conducting pre-service route verification to ensure the efficacy of all final approved routes. Such verification must include operating the full route as designed without student passengers on board. City agrees to compensate Contractor for one complete daily route cycle for the purpose of the pre-service route verification at eighty percent (80%) of the payment rates then in force under this Agreement.
- 8.8. Contractor is to perform approved routes as designed and approved, except deviations may occur irregularly based upon a particular day's riders, schedule, weather, unforeseen traffic situations, or the operator's contention that operating the route in the manner prescribed would create an unsafe Circumstance.
- 8.9. Contractor shall report in manner acceptable to the Board of Education's designated representatives and make recommendations for appropriate changes to routes when any of the following exceptions occur for three (3) consecutive school days:
 - 8.9.1. Zero (0) riders at any morning or afternoon bus stop
 - 8.9.2. Late arrival at any assigned school in the morning of ten (10) minutes or more
 - 8.9.3. Late departure from any assigned school in the afternoon of ten (10) minutes or more.
- 8.10. Contractor shall provide for regular administration of all planned routes, including additions, changes, and deletions of student riders from routes.
- 8.11. Contractor shall make route information in a manner and in a format acceptable to the Board of Education's designated representatives.

9. Contractor Personnel

- 9.1. The conduct and appearance of Contractor's vehicles, facilities, work areas, and employees shall meet the higher of 1) standards specified by City in its Operating Parameters, or 2) customary and reasonable standards for the student transportation

industry. Contractor shall be responsive to written direction provided by City as to any personnel or conditions deemed to be insufficient relative to these standards.

- 9.2. City may, at its sole discretion and at any time over the term of this Agreement, mandate a change to the Contractor's management personnel if City determines that Contractor's repeated and progressive efforts to resolve a specific and documented shortcoming identified by City have been unsuccessful.
- 9.3. Contractor must comply with City's request to remove any employee providing service under this Agreement if such removal is deemed to be in the best interest of City, and on submission of written documentation to Contractor providing the reasons for the request, and if City determines that Contractor's repeated and progressive efforts to resolve the issues have been unsuccessful.
- 9.4. Contractor shall provide a sufficient number and type of central operations staff to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance. The Contractor's staffing plan shall be submitted to, and approved by, the Superintendent of Schools or designee.
- 9.5. Contractor shall provide a sufficient number of qualified and trained vehicle maintenance staff to meet the requirements of this section and to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance.
- 9.6. Contractor shall provide a sufficient number of qualified and trained vehicle operators to operate all assigned routes and schedules and to ensure it complies with the Agreement's Operating Parameters and minimally acceptable standards of performance. In addition, the Contractor shall provide for a ten percent (10%) ratio of backup operators to serve as substitutes for regular operator absences, and to ensure sufficient staffing of additional and supplemental service requests.
- 9.7. Contractor shall provide a sufficient number of qualified and trained vehicle monitors to be assigned to routes as designated by the City's designated representative. City reserves the right at its sole discretion to assign a certain number of City employees to meet a portion of this requirement, the number of which shall be provided to Contractor not later than ninety (90) days prior to the start of school in each year covered by the term of this Agreement.

10. Contractor Service Delivery Vehicles

- 10.1. Contractor shall provide student transportation vehicles of sufficient type, quantity, quality, and dependability to meet the service delivery requirements of this Agreement including, but not limited to the Legal Compliance and Minimum Service Level Criteria sections of this Agreement and the following:
 - 10.1.1. The service requirement may include Type I School Buses, Type II School Buses, Type I Lift Vehicles, Type II Lift Vehicles, or Student Transportation Vehicles (passenger vans).
 - 10.1.2. All vehicles placed in service for the first year of the Agreement term shall be conventionally powered utilizing either diesel, gasoline fuel, or other alternative fuel. Beginning with the second full year of the Agreement term City reserves the right to

require a designated number of electric vehicles be provided for service within the following parameters:

- 10.1.2.1. Such vehicles shall be operated by contractor but may be owned by either City or Contractor depending on circumstances.
 - 10.1.2.2. Contractor agrees to negotiate in good faith with the City to consider issues surrounding availability, charging infrastructure, operational implications, and such rate adjustments as may be required to account for cost differentials as compared with conventionally powered vehicles.
 - 10.1.2.3. Contractor agrees to work with City in good faith to define and draft an achievable transition plan to an electrified fleet, considering such additional factors as the age and condition of the Contractor fleet provided for the first year of this Agreement and Contractor's wherewithal and ability to repurpose any conventionally powered units targeted for replacement but still meeting the operating parameters as defined within this Agreement. The Contractor will submit plan to the City within six months of the execution of this agreement.
 - 10.1.2.4. Contractor agrees to collaborate with the City, Greater New Haven Clean Cities, New Haven Climate Movement and others in the community to promote the transition to cleaner, healthier modes of transportation, including (a) choosing mutually beneficial approaches to expanding electric vehicle charging options, (b) creating green jobs held by primarily New Haven residents who may benefit most, and (c) enhancing education opportunities with NHPS students surrounding emerging technologies with electric vehicles and charging infrastructure.
- 10.1.3. All vehicles shall be registered and taxed in the State of Connecticut.
 - 10.1.4. All school vehicles are currently required by City ordinance (Sec. 29-16) to be no more than 7 years old; bid prices must reflect this requirement. Therefore, no vehicle shall be more than seven (7) model years old during any year of this Agreement.
 - 10.1.5. The age of each vehicle shall be measured from the date the vehicle was first placed in service whether or not that service was on behalf of the City.
 - 10.1.6. Contractor shall adhere to a minimum spare vehicle requirement of ten (10) percent of the total regular daily routes operated.
 - 10.1.7. Contractor will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations.
 - 10.1.8. Vehicles must be inspected in accordance with State of Connecticut Department of Motor Vehicles requirements. Representatives of the Board shall be notified and shall have the right to be present when the State of Connecticut Department of Motor Vehicles is conducting an inspection and shall also have the right to conduct its own inspections at any time it is deemed necessary. Reports of each inspection shall be filed with the Superintendent of Schools or designee, within seven (7) days of completed inspection. These records will constitute a specific statement concerning the mechanical condition of each individual bus and shall be on a form approved by the Board of Education.

- 10.2. Contractor shall submit an inventory of their vehicle fleet assigned to provide service under this Agreement, with content and in a format acceptable to City, at least one (1) month prior to the commencement of services under this Agreement and at each subsequent anniversary date of the Agreement.
- 10.3. Contractor shall provide all vehicle equipment required to provide service under this Agreement. This may include but is not limited to wheelchair equipped vehicles, wheelchair tie-downs, and other special equipment.
- 10.4. Each Contractor vehicle shall be equipped with two-way radio communication to the Contractor dispatch facility. Another form of two-way communication is required if the vehicle is beyond two-way radio range.
- 10.5. Each Contractor vehicle shall be equipped with Automated Vehicle Location (AVL/GPS) equipment and service plans of a type and quality sufficient to, at a minimum, interface with other City systems, transfer required data to City, and calculate the Minimum Service Level Criteria of this Agreement.
- 10.6. Each Contractor vehicle shall be equipped with digital video cameras and data capture equipment of a type and quality sufficient to meet the Operating Parameters and to enable real-time access to stored video data as may be required by City. Video shall be stored and accessible to the City for a minimum of 30 days. Any video request by the City shall be copied and retained by the contractor for a period of one year.

11. Software, Hardware, and Related Technologies

- 11.1. Contractor shall provide the hardware, software, and technical services necessary to:
 - 11.1.1. Connect to City's designated online data systems via connections or portals, as required.
 - 11.1.2. Provide City with electronic access via direct system access or data transfer to Contractor's functioning AVL/GPS systems.
 - 11.1.3. Provide City with electronic access to view and store as required, data from functional digital video cameras. Video to be maintained and accessible for a minimum period of 30 days.
- 11.2. In addition to the requirements explicitly identified in this section, Contractor agrees to work cooperatively with City to identify and incorporate such other technologies as may become available or be required by City in furtherance of its objectives over the term of this Agreement. City and Contractor furthermore agree that the incorporation of such technologies may result in additional costs requiring the renegotiation of rates of compensation under this Agreement.

12. Other Responsibilities

- 12.1. Contractor will be responsible for providing all services related to student transportation not otherwise noted, or not specifically reserved for City in this Agreement.
- 12.2. The Contractor shall be fully responsible for the care and supervision of pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school bus and shall be deemed to have ended when

the pupil has completed alighting from the bus. School authorities shall cooperate with vehicle operators in maintaining proper conduct of the passengers. A verbal report by vehicle operators on any disturbance or irregularities should be communicated in real time to the driver's supervisor, who in turn shall immediately inform the Board of Education's designated representatives and the principal of the school involved. The Contractor shall forward a copy of a written report to the school involved within twenty-four (24) hours.

- 12.3. Contractor shall provide voice communications on the same network with New Haven Public Schools for direct contact between the Board of Education's designated representatives and the Contractor's management personnel. A direct, dedicated phone line for exclusive use by the Board of Education's designated representatives will be available from 5:30 a.m. until 6:30 p.m. on each day services are being provided, including during evening and/or weekend bus trips are operating for the school system. A dedicated means of communication approved by the Board of Education's designated representatives shall be available to receive changes and correspondence in the Contractor's routing office.
- 12.4. The Contractor may be required to provide bus aides or monitors for the purpose of ensuring safety and discipline of students on some routes. Aides and monitors shall be screened and selected in the same manner as vehicle operators.
- 12.5. Other activities including, but are not limited to:
 - 12.5.1. State and City mandated data collection and reporting
 - 12.5.2. Accident investigation
 - 12.5.3. Customer service activities to City, school officials, parents, and guardians

13. Performance Management

- 13.1. This Agreement will be subject to a Contract Performance Management Program. City shall designate a Contract Manager for the duration of this Agreement who shall be responsible for oversight of Contractor performance under this program. Contractor shall designate a Customer Manager for the duration of the Agreement who shall be the counterparty to the Contract Manager and who shall serve as the City's primary point of contact for matters relating to Contractor's performance under this Agreement. The Customer Manager must be delegated with the authority to act on behalf of Contractor in all matters related to Contractor's performance under this Agreement.
- 13.2. The foundation for the Contract Performance Management Program will be Contractor compliance with a set of minimally acceptable service levels and standards of performance. Contractor and City will cooperate to monitor, track, account for, and report to City the data and information required to determine Contractor's success in meeting or exceeding the established standards.
- 13.3. Contractor will comply with four (4) minimally acceptable standards of performance. For the purposes of this section a vehicle route is defined as either the morning, midday or afternoon component of a daily route package as developed approved for service.

- 13.3.1. Missed Routes - No approved vehicle route assigned to the Contractor shall fail to be operated because of Contractor's inability to provide an adequate number of qualified vehicle drivers or monitors as defined within this Agreement.
- 13.3.2. Delayed Routes - No more than five (5) percent of all vehicle routes assigned to the Contractor shall be delayed for any other operational issue under the direct control of Contractor. A delayed route is defined as any route component that begins operating more than ten (10) minutes after its scheduled time.
- 13.3.3. Mechanical Problems - No more than five (5) percent of all vehicle routes operated by Contractor shall be delayed or missed because of a mechanical problem with Contractor's assigned vehicle. A delayed or missed route is defined as any route component that begins operation more than ten (10) minutes after its scheduled time or is delayed more than ten (10) minutes over the course of its route because of a mechanical problem with the assigned vehicle.
- 13.3.4. On-Road Incidents - Contractor shall report every incident as defined in this section, as well as all other incidents involving bus accidents, mechanical breakdowns, or injuries to students to City within fifteen (15) minutes of occurrence and in a format and content acceptable to City.
- 13.4. Contractor shall cooperate with City to ensure recording and tracking of all data and information required to calculate compliance with the minimally acceptable standards of performance. These data shall be provided to City in a form and with content verifiable by and acceptable to City not later than the 15th of each month for service completed in the prior month over the entire term of this Agreement.
- 13.5. If a non-compliance situation occurs Contractor shall be immediately on notice whether or not City provides formal written notice of non-compliance.
- 13.6. Contractor shall comply with City directives to improve operations and outcomes that fall below established standards.
- 13.7. In the event of non-compliance with the minimally acceptable standards of performance, City may assess liquidated damages in accordance with the following schedule:
 - 13.7.1. Missed Routes - City may assess liquidated damages in the amount of one hundred percent (100%) of the daily contract rate for each missed route in the preceding month.
 - 13.7.2. Delayed Routes - City may assess liquidated damages in the amount of seventy-five percent (75%) of the daily contract rate for each delayed route in the preceding month that exceeds the allowable parameter.
 - 13.7.3. Mechanical Problems - City may assess liquidated damages in the amount of fifty percent (50%) of the average daily contract rate for each missed or delayed route due to mechanical problems in the preceding month that exceeds the allowable parameter.
 - 13.7.4. On-Road Incidents - City may assess liquidated damages in the amount of one thousand dollars (\$1,000) for each instance of non-reporting, or five hundred dollars (\$500) for each instance of reporting that exceed the allowable parameter.

14. Compensation and Payment

- 14.1. Contractor's pricing will be primarily based on the amount of time required for each service vehicle to complete its regularly assigned daily route package. The route package time of service will start when the assigned vehicle arrives at the first stop at which student riders are scheduled to board and ends when it arrives at the final stop at which student riders are scheduled to debark for either the morning, midday, or afternoon component of the route package. The combination of all components constitutes the Daily Bus Service Time.
- 14.2. Daily Bus Service Time shall be calculated in accordance with scheduled route data as determined by Contractor, and as reviewed and approved by City, except that request-based additional and supplemental services shall be included in the Daily Bus Service Time for route packages assigned to the ten (10) hour rate type as described in this section.
 - 14.2.1. Daily Bus Service Time shall be rounded to the nearest fifteen (15) minute increment.
 - 14.2.2. Non-recurring variances in actual versus planned Daily Bus Service Time of fifteen (15) minutes or less shall receive no incremental compensation.
 - 14.2.3. Non-recurring variances in actual versus planned Bus Service Time in excess of fifteen (15) minutes shall be compensated in accordance with the Rates of Compensation section of this Agreement if the variance causes the total to exceed the minimum Daily Bus Service Time.
 - 14.2.4. Recurring variances in actual versus planned Daily Bus Service shall be investigated by Contractor to determine cause and the route package shall be re-planned and redocumented with changes submitted for City approval in accordance with the Routing and Scheduling section of this Agreement.
- 14.3. Attachment F – Service and Price Tabulation Sheet of this Agreement contains the number of routes assigned to the Contractor by the City, and a table of rates associated with the Daily Bus Service Time for each route and vehicle type.
- 14.4. Contractor is guaranteed compensation for a minimum Daily Bus Service Time of either six (6.0) hours or ten (10) hours for each vehicle assigned to a regularly assigned daily route package under this Agreement. Any approved route package assigned to the six (6.0) hour rate package with a planned Daily Bus Service Time equal to or under six (6.0) hours will receive this rate of compensation. Any approved route package assigned to the ten (10.0) hour rate package with a planned Daily Bus Service Time equal to or under ten (10.0) hours will receive this rate of compensation.
- 14.5. Additional compensation for recurring or non-recurring Daily Bus Service Time in excess of the assigned minimum will be provided on the basis of a regular service incremental hourly rate calculated in fifteen (15) minute increments.
- 14.6. Compensation for Additional Supplemental Services will be provided for each documented and approved instance of service, calculated in fifteen (15) minute increments, rounded to the nearest fifteen (15) minute increment.

- 14.7. Contractor shall submit an invoice to City at once for each month of service provided under this Agreement. The invoice shall be submitted in a manner and format, and with content acceptable to City.
- 14.8. At a minimum, the invoice shall include sufficient information and detail to support the amounts billed and shall reconcile to the route data developed under this Agreement.
- 14.9. Each invoice shall be received by City not later than five (5) business days following the final date of service covered by the invoice.
- 14.10. The invoice shall be reviewed and approved by City within five (5) business days of receipt. If Contractor does not receive notice from City within this timeframe, Contractor may assume City has approved the invoice.
- 14.11. If City finds an error or questions the accuracy of any item on the invoice, the error or question shall be reported to Contractor who shall reconcile the error or and the question and resubmit the invoice for approval within two (2) business days of receiving notice. City shall review the revisions within three (3) business days of receiving the revised invoice.
- 14.12. City shall pay all invoices within thirty (30) days of final approval.

15. Fuel

- 15.1. All fuel used by Contractor vehicles in the provision of service under this Agreement shall be provided by City at no cost to Contractor.
- 15.2. Contractor shall maintain a legal and secured fuel storage and dispensing facility at the same location as it uses for vehicle storage and dispatch. The fuel storage and dispensing equipment shall be capable of accurately monitoring and accounting for all fuel dispensed by user, vehicle number, date, and time. Dispensing equipment shall be protected against unauthorized use through the use of access codes, lockout devices, or such other method that meets with the approval of the City.
- 15.3. Contractor agrees to work cooperatively with the City to ensure the accounting for fuel use is accurate throughout the term of this Agreement. Such accounting shall be conducted in a form and provided in a format deemed acceptable to and approved by the City and reported on a monthly basis.
- 15.4. Contractor agrees to work cooperatively with the City to ensure that as electrical vehicles come into use in the district the utility vehicle charging costs for each vehicle is correctly calculated and that cost and consumption is reported and billed separately each month in a format that is approved by the City.



CITY OF NEW HAVEN

BUREAU OF PURCHASES

Justin Elicker
Mayor

Malinda Figueroa
Purchasing Agent

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purchasing@newhavenct.gov

DATE:	January 29, 2024	
PROJECT NAME:	Student Transportation Services	
PROJECT #	2024-12-1620	
CLOSING DATE:	February 6, 2024	
ADDENDUM NUMBER	One	

Prospective bidders, and all those concerned, are hereby informed that the following is made a part of the bid documents, which should be amended to read as follows:

Questions & Responses:

1. When does the district intend to provide the intent to award? When will the contract go to the Board for approval?

The goal of the district is to have a recommendation to the BOE Finance and Operations Committee on Feb 19th, 2024, and BOE approval at the meeting scheduled for Feb 26th 2024. A letter of intent will be issued upon BOE approval.
Pending BOE Board approval on to City Board of Aldermen in March.

2. Can you please provide a breakdown of the required vehicle types? Number of Type I and Type II? How many lift buses are required? Is there a specific configuration required for the lift buses?

As stated in the RFP Documents:

Table 1 –District Transportation Services

District Services Areas	Vehicle Requirements	Expected Service Volume
<ul style="list-style-type: none"> ● Regular and Special Needs In District Home-to-School and related supplemental services 	<p>260 Type I School Bus <i>2 with lifts and wheelchair positions</i></p>	<p>317 total daily routes plus supplemental services</p>
<ul style="list-style-type: none"> ● Regular and Special Needs 	<p>57 Type II School Bus <i>9 with lifts and</i></p>	

<p style="text-align: center;">Out of District Home-to-School and related supplemental services</p>	<p style="text-align: center;"><i>wheelchair positions</i></p>	
<p style="text-align: center;">●</p>		

3. To Whom It May Concern: I hope this email finds you well on this snowy Tuesday morning. I wanted to reach out regarding the above-mentioned RFP and inquire if you accept partial bids? I believe the section below table 1 addresses my question, however, I just wanted to make sure I understood it correctly. CTS is a non-emergency transportation company that, among others, focuses on transportation for special ed students, homeless students and participants of McKinney-Vento Act, so we would only like to bid on the special ed portion of the RFP is possible. Please let me know your thoughts! Best regards, Sofie Sandone

The RFP will not be broken into smaller segments and the district will not accept partial proposals into the RFP process. These proposals will be taken as not responsive.

4. The provided electronic Bid Bond Form reads that its purpose is for principal vendors who desire to file electronically in lieu of an acceptable Hard Copy Bond. Please confirm that if we wish to submit a bid bond using our bonding agent's form instead of the district's form, that would be acceptable. We understand that regardless of the format, the bond must have the required value.

If you file an electronic bond, must use surety 2000 as outline in specifications. Hard copy bonds must be submitted on the forms provided.

5. The Bonds packet contains both an electronic bid bond form (page 1) and a bid bond form (page 2). Are vendors to choose one or the other? **Vendor can choose either format, however the selected format must be as outline in the specifications.**

6. Please confirm that if awarded, the performance bond is due within 10 days of award, rather than upon contract execution.

Yes, performance bond due within 10 days of award notice.

7. I wanted to reach out regarding the above-mentioned RFP and inquire if you accept partial bids? I believe the section below table 1 addresses my question, however, I just wanted to make sure I understood it correctly. CTS is a non-emergency transportation company that, among others, focuses on transportation for special ed students, homeless students and participants of McKinney-Vento Act, so we would only like to bid on the special ed portion of the RFP is possible.

The RFP will not be broken into smaller segments and the district will not accept partial proposals into the RFP process. These proposals will be taken as unresponsive.

8. Will the District / City require buses to be housed within the city of New Haven City.

No, buses will not be required to be housed with the City of New Haven

If the District / City does not require property and buses to be housed within New Haven City limits, will there be any required compensation to the City for the loss of property taxes to the City of New Haven?

No

Will the District provide fuel and include time in the 6 or 10 hr. bus service time for travel to and from bus yards that may not be located within City limits?

Fuel will be provided for the beginning and ending of routes.

Will the District continue to require all SPED route packages to have a monitor/bus aide?

Yes

Page 17 , 14.1 - 14.6 requesting clarification of 6hr and 10 hr bus service times. This sections states approved route packages assigned to 6hr or 10hr daily bus service times. Does the approved route packages and service times apply to home to school AM/Mid/PM or are they subject to varying daily requests for charter or field trips? Can you clarify the time windows these? hours of service are required if other than home to school route packages.

6- and 10-hour Buses times outside of approved rout packages are scheduled meet the needs of the district. There is not specific time as these times may change.

Page 18, 15.2 Will the District supply diesel , gasoline, and /or propane for the purpose of vendor required storage or diesel only.

Yes, if there are approved fuel storage facilities in place.

9. When does the District intend to provide the intent to award? When will the contract go to the Board for approval?

As answered above

The goal of the district is to have a recommendation to the BOE Finance and Operations Committee on Feb 19th 2024 and BOE approval at the meeting scheduled for Feb 26th 2024.

Pending BOE Board approval on to City Board of Aldermen in March.

10. Is a bid bond required at the time of submittal? If so, what should its value be? Is any other form of surety acceptable, such as a letter of credit or cashier's check?

A bid bond in the amount of 10% of your total solicitation price. No, letters of credit or cashier check accepted.

11. Item 1716 of the standard terms, under the header "Security of Performance," reads that, "Proof of bond ability must be submitted with the proposal." Is a letter from a surety company acceptable proof? If a bid bond is indeed required, as we asked in a separate question, would the bid bond itself be acceptable proof?

Must provide a bid bond as described in the solicitation. You do not need to provide a separate hard copy bid bond with your response. A digital copy of the bid bond should be included with your digital response.

12. RFP Page 7, section 14 reads that there is to be a public opening of proposals, open to attendance by interested parties. Please provide details, including the date, time, and location of this opening.

The RFP solicitation will be open on February 6, 2024, at 11 AM at 200 Orange Street. Per City Policy with respect RFP type solicitations, the only information made available to the Public at this time will be the respondent's name. A respondent list will be posted on the portal shortly after the project closes on the site.

13. Page 13 of the main RFP document, under the heading "b. Proposal Content," has a subheader that reads "technical response matrix." However, the requirements that follow on page 13, while covering some of the same concepts, do not directly align with the evaluation elements listed on the technical response matrix. Are respondents meant to speak to the evaluation elements directly within the technical response matrix, placing our narrative responses in the "Contractor Response" column? Or is that column meant for an index of where

those responses can be found within the proposal, a separate document? Please clarify how we are to use the technical response matrix, and how the responses we list in its rightmost column relate to the instructions on page 13 of the main RFP document.

It is the intent of the technical response matrix to have respondents to write narrative responses in the “Contractor Response” column. The intent of this is to be able to share your responses without indicating who the respondent is.

14. Please confirm our understanding that our technical and price proposals are to be two distinct PDF files, uploaded to Bonfire separately. Further, please clarify whether these files should both be uploaded under Bonfire’s file section 6 - Proposal or section 7 - Supplemental Information.

The requested information has been amended: upload technical response in “Proposal” and pricing proposal upload to “Supplemental information.

15. Please provide the current and upcoming school year transportation budget for the district.

The current budget is \$30.73 million for one year.
Next budget will be determined by this RFP process.

16. The incumbent is servicing 330 routes for SY23-24, and this RFP requires 315 routes. Is the district cutting routes for next school year?

Service routes have been declining over the past several years expected routes are to be less than 315.

17. Have liquidated damages been applied in the last five years? If so, please provide annual liquidated damages over the last five years.

No liquidated damages have been applied in the last 5 years.

18. Are drivers’ part of the union? If so, please provide a copy of CBA.

The CBA for union drivers is not with the City of New Haven or the New Haven public schools.

19. What are the guaranteed daily hours for drivers and monitors?

Drivers and monitors hours are dictated CBA

20. The RFP specified three tiers for 315 routes. What are the hours and mileages specifications for each tier. Furthermore, the pricing form requests both 6-hour and 10-hour rates. Is an 8-hour option included in a different tier and requested as well?

The 8 hours bus do not fit into the operations of the district.

21. What is the current hourly pay for drivers and monitors?

As determined by CBA

22. Are monitors required on certain routes? If so, please specify which routes (i.e. mid-day van, Athletics, Field Trip) and the number of monitors required for each route (i.e. regular, special)?

All sped routes require monitor

23. Please provide detailed route sheets by bus type, including stops and times for the routes that are included in this RFP.

These are determined by the operating contractor and not data retained by the district.

24. The pricing form also listed Alternative Vehicle Services. What is the passenger count for the ALT and how many vehicles are requested?

This would be based on the changing needs of the district to serve routes and changing enrollment for out of district transportation.

25. Please specify route count for each type of bus during summer school.

This number changes based on summer school enrollment

26. Please provide the annual numbers of Field Trips, Athletic, and extracurriculars, total mileages, average hours and wait time hours per trip as applicable.

This information is not available

27. How many of the 315 AM/PM routes are designated for special education, and will monitors be required?

57 Routes are designated Special Education

28. What is the spare ratio required by the district?

10%

29. Will the district provide a terminal or yard for the contractor?

No

30. Does the district cover expenses for dry runs?

No

31. What are the current staff and yard staff numbers?

As determined by the contractor to meet the service needs of the district.

32. When is the contract's start date?

July, 1 2024

33. When is the first day of school

On or about August 28th.

34. Do the bus counts provided include spares?

No.

35. Does the district require seat belts or integrated child restraints on either the Type 1 or Type 2 buses?

All type 2 buses require seatbelts

36. Because of the current climate on Type A, Type II, is the district flexible to amend these buses to include a short wheel base type Cs in their place to service the routes?

Yes, the district would be open discussion

37. Please confirm that 11 Lift buses are all that are needed to fulfill the contract.

Yes, 11 meets the current needs of the district and are subject to changes based on district needs.

38. Is 72 Passenger capacity sufficient for the Type 2?

Please clarify the question: this does not match Type 2 passenger capacity.

39. RFP Section 22: Per Section 22 of the RFP, since it is marked “Not Applicable”, we understand that, although templates were provided for Standard Form of Agreement Part I and Part II (titled “Agreement by and between the City of New Haven and [ABC Corporation] for Professional Services Part I” and “City of New Haven for Professional or Technical Services Part II - Terms and Conditions”, respectively), these documents will NOT be signed nor form part of the final awarded contract. Only the document with the title “Agreement” will form part of the final awarded contract with the Contractor. Please confirm.

Final contract to be determined by city Corporation Counsel.

40. Agreement Article 8: Will the City allow assignment of the Agreement without prior express consent of the City only in the event of a corporate reorganization, change of control, merger, or acquisition of the Contractor or sale of substantially all of Contractor’s assets?

Final contract to be determined by city Corporation Counsel.

41. Agreement Article 13: Given the nature of the services to be provided hereunder (student transportation services), Article 13 does not appear to be applicable. Will the City consider removing Article 13 or otherwise noting in the final contract that it is not applicable?

Final contract to be determined by city Corporation Counsel.

Respectfully submitted,

Malinda Figueroa
Purchasing Agent

Please acknowledge receipt of addendum in your Statement of Qualifications.

**New Haven Public Schools
Student Transportation Technical Response Matrix**

Contractor Name: _____

DESCRIPTION OF RESPONSE MATRIX

Each element of scouring the RFP is assigned a point value using the following ranking system. Each of the two parts (Technical and Price) on the Summary Matrix is further subdivided into a number of more specific evaluation elements. The evaluation element criteria to be considered in assigning a ranking to each of these are described beside each specific evaluation element in the matrix pages that follow. The number of points to be assigned based on the ranking system is described here. Responses to each area of scoring are required by the contractor to be scored in that area.

Ranking	Description	Points Assigned
E – Exceeds Expectations	The proposal clearly exceeds the requirements of the RFP.	100% of Available Points
M – Meets Expectations	The proposal substantially and clearly meets the requirements of the RFP.	66% of Available Points
B – Below Expectations	The proposal is responsive to the minimum requirements of the RFP, but substantial clarification or supplemental information is required to demonstrate that it meets expectations. ¹	33% of Available Points
U – Unacceptable / No Response	The proposal does not address, or otherwise fails to demonstrate that the vendor understands and/or will comply with the requirements of the RFP. ²	0% of Available Points

1. Each evaluation element that is assigned a ranking of “Below Expectations” will be addressed during offeror interviews, if the offeror is invited for an interview. Depending on the offeror’s response during the interview, the ranking may be adjusted in the final evaluation.
2. Each evaluation element that is assigned a ranking of “Unacceptable Response” will be addressed during offeror interviews, if the offeror is invited for an interview. Depending on the offeror’s response during the interview, the ranking may be adjusted in the final evaluation.

**New Haven Public Schools
Student Transportation Technical Response Matrix**

Contractor Name: _____

A. Technical Proposal – 100 Available Points

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
1. Responsiveness to the requirements of the RFP.	Elements to examine: <ul style="list-style-type: none"> ● The proposal is organized as required. ● The proposal contains all of the required sections. ● Each named section provides information in response to the section description in the RFP (RFP page 3). 	10	

**New Haven Public Schools
Student Transportation Technical Response Matrix**

Contractor Name: _____

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
<p>2. Contractor's experience in providing similar services, with an emphasis on its experience within the State of Connecticut.</p>	<p>Elements to examine:</p> <ul style="list-style-type: none"> ● The size and scope of the vendor's total operations. ● The size and scope of the vendor's Connecticut operations. ● The appropriateness of the vendor's organization structure given it's overall size, scope, and location of its current contracts. ● Whether all of the above provides sufficient indication that the vendor can successfully add and service a contract the size of NHPS. 	<p>25</p>	

**New Haven Public Schools
Student Transportation Technical Response Matrix**

Contractor Name: _____

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
<p>3. The proposed location of the contractor's operating facility in proximity to the City of New Haven.</p>	<p>Elements to examine:</p> <ul style="list-style-type: none"> ● Whether the vendor is proposing to use an operating facility within the city limits. ● If not, are they proposing to use a facility within a reasonable proximity to New Haven such that New Haven resident employees can access that location. ● In either case, is the location specifically identified and adequate to house the fleet and the staff necessary to provide the services required. 	<p>25</p>	

**New Haven Public Schools
Student Transportation Technical Response Matrix**

Contractor Name: _____

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
<p>4. Contractor's organization, methodologies, processes, and procedures.</p>	<p>Elements to examine:</p> <ul style="list-style-type: none"> ● Whether the proposal is succinct and easy to understand. ● Whether the description of the vendor's processes is clear and sufficient to provide confidence the vendor can meet the NHPS service requirements. ● Whether the proposal addresses the specific requirements of the template contract as provided with the RFP. 	<p>15</p>	

**New Haven Public Schools
Student Transportation Technical Response Matrix**

Contractor Name: _____

Evaluation Element	Evaluation Considerations	Max Pts	Contractor Response
5. The qualifications of the contractor's management team.	Elements to examine: <ul style="list-style-type: none"> ● Whether the proposal specifically identifies a local manager for the NHPS contract. ● The extent of the vendor's reporting structure above the local manager, including the number of people between the local manager and the chief executive. ● Whether the offeror's team as identified demonstrates the wherewithal to manage a complex implementation and operation as will be required for the NHPS contract. 	15	

**New Haven Public Schools
Student Transportation Technical Response Matrix**

Contractor Name: _____

Evaluation Element	Evaluation Considerations	Max Pts	Comments
6. The strength of the contractor's references.	Elements to examine: <ul style="list-style-type: none"> ● Whether the proposal identifies the required number of references and provides suitable contact information. ● The strength relative of the references. 	10	
	Total Maximum Score	100	

Student Transportation Services Proposal Pricing Form

Preparation notes: The prospective contractor is to complete all sections of the pricing form. All daily rates are subject to a 6-hour per day minimum, except as indicated for Alternate 10-hour per day minimum.

Contractor: _____

Home to School Routes

Vehicle and Service Type	Base Contract												Renewal Year Options					
	FY 2024/2025			FY 2025/2026			FY 2026/2027			FY 2027/2028			FY 2028/2029			FY 2029/2030		
	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total	Base	Hourly	Total
Regular Service 6 Hr Bus Type I School Bus																		
Alternative 10 Hr Bus Type I School Bus																		
Special Needs Service Type II School Bus																		
Lift Vehicle Type 1 or Type 2																		
Alternative Vehicle Services STV																		
Bus Monitor																		
Total Amount																		



Opportunity Intent to Bid

Count: 6 of 6

Name	Vendors	Intent to Bid	Date Signed	Reason
Justin Grygiel	WE Transport LLC	Yes	Feb 05, 2024 12:01 PM EST	
Bart Marksohn	WE Transport LLC	Yes	Jan 02, 2024 7:45 PM EST	
Vin Cappiello	FS	Yes	Jan 09, 2024 9:13 AM EST	
Christine Baer	First Student	Yes	Dec 28, 2023 3:33 PM EST	
Sarah Skinner	Zum Services Inc.	Yes	Dec 27, 2023 2:00 PM EST	
Paul Wessel	Greater New Haven Clean Cities	Yes	Jan 03, 2024 2:51 PM EST	