

New Milford Board of Education 25 Sunny Valley Rd Suite A New Milford, CT 06776

# **NEW MILFORD PUBLIC SCHOOLS**

# INSTRUCTIONS TO PROPOSERS AND FORM OF PROPOSAL

RFP E-2425-010 - General Daily Transportation

## New Milford Public Schools Request for Proposal General Daily Transportation

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#### 1. INTRODUCTION

The New Milford Public Schools (the "District") is requesting proposals from qualified transportation vendors to provide student transportation services to and from four (4) of our school locations.

#### 2. SCOPE OF SERVICES

The District is seeking proposals to provide student transportation services on a daily basis for the remainder of the 2024-2025 school year and continuing into 2025-2026, 2026-2027 and concluding with the end of the school year in 2027-2028.

All of the routes currently served by the District's transportation can be found at <a href="https://www.newmilfordps.org/transportation">https://www.newmilfordps.org/transportation</a> at the bottom of the page using the drop down labeled "2024-2025 Bus Routes."

The District is looking for Transportation proposals to and from the school location/ stop listed which is currently split between 2 tiers based on school start time. The district is NOT looking for proposals for routes that transport to and from Hill and Plain Elementary School.

Tier 1 locations we are seeking proposals from that services the following schools:

- New Milford High School Grades 9 through 12 Start Time 7:35 End Time 2:15
- Schaghticoke Middle School Grades 6 through 8 Start Time 7:35 End Time 2:15

Tier 2 locations we are seeking proposals from that services the following schools:

- Northville Elementary School Grades PreK through 2 Start Time 8:50 End Time 3:15
- Sarah Noble Intermediate School Grades 3 through 5 Start Time 8:50 End Time 3:15

A calendar for the current 2024-2025 and the 2025-2026 New Milford Public School district is included with this packet.

The successful bidder(s) shall be responsible for the provision of all equipment, personnel and labor, materials, maintenance and repairs, permits, insurance, bonds and licenses, and all else required to transport students to the various schools within the District and outside of the District as directed, in accordance with the specifications identified herein.

#### 3. PROPOSAL INSTRUCTIONS

All proposals for service shall remain valid and be binding upon the respondent if accepted by the District within ninety (90) calendar days of the proposal submission date. All proposals shall be signed by an authorized representative of such company.

#### 3.1 TIMELINE

**Key Information** 

Request for Proposal Posted March 10<sup>th</sup>, 2025

Request for Proposal Deadline April 7<sup>th</sup>, 2025 @ 12PM

Physical New Milford Public Schools
Submission: 25 Sunny Valley Rd, Suite A
New Milford, CT 06776

Mail to: Attn: Anthony J. Giovannone – Transportation Bid Proposal

Electronic giovannoneA@newmilfordps.org
Submission: cornelisJ@newmilfordps.org

### 3.2 QUESTIONS AND COMMUNICATIONS

Bidders are hereby notified not to contact any member of District staff or New Milford Board of Education members, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Anthony J. Giovannone, Director of Finance, by email at <a href="mailto:giovannoneA@newmilfordps.org">giovannoneA@newmilfordps.org</a>.

#### 3.3 ADDENDA

The District reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be posted on the District's website.

#### 3.4 FORMAT

The submitted proposals must follow the rules and format established within this RFP. Failure to comply with all provisions of this RFP may result in the proposal being disqualified.

Proposals must submit completed appendices.

- Provide references including names for at least three (3) references from similar sized clients with contact information. References submitted using Appendix C: Reference List
- A lump sum bid using Appendix D: Bid Sheet.
  - A description of the firm/organization's billing process and any special payment terms should be included.
- A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the District in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
- Name, email address and telephone number of person(s) to be contacted for further information or clarification.
- Copy of any necessary State of Connecticut or local licenses and/or permits necessary to perform the work required.

#### 3.5 SUBMISSION

Each proposal must be submitted in a sealed envelope bearing the bid number RFP E-2425-0010 and titled "General Daily Transportation." Three (3) printed copies of the proposal and one (1) electronic copy on a USB drive must be provided. Proposals must be delivered to New Milford Public Schools Business Office, 25 Sunny Valley Rd, Suite A, New Milford, CT 06776 by April 7th, 2025 at 12PM. Proposals submitted after this time will not be considered. Each Bidder shall be responsible for all costs incurred in order to prepare and submit their response to this RFP. All submitted materials including any work product, instruments of service and other deliverables shall become the property of the District, and the Bidders shall not claim any ownership interest in the same.

Submissions received after the deadline of April 7th, 2025 at 12pm will be considered informal and will be rejected.

#### 4. BIDDER REQUIREMENTS

Bidders must be able to provide a sufficient number of vehicles, with sufficient capabilities to adequately meet the needs of the district. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the successful bidder(s) to provide safe, proper, and appropriate maintenance on vehicles used during the term of contract with the Board resulting from this request for proposals. Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the express written consent of the District. All buses/vans must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The successful bidder shall assign properly licensed drivers to operate all buses, minibuses and vans used in carrying out the transportation services provided for under the terms of the contract resulting from this RFP. The successful bidder is responsible for the thorough initial training and refresher training of all drivers, and for determining that all drivers possess the superior driving skills and judgement expected by the District. All persons assigned as regular or substitute drivers must be acceptable to the Superintendent of Schools as determined prior to the start of school each school year, and on-going throughout each year. The Superintendent of Schools and or designee reserves the right to accept or reject any or all drivers at any time during the contract period if it is deemed in the best interest of the District.

The District, through the Superintendent of Schools and/or his/her designee, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school.

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

All vehicles utilized by the successful bidder(s) pursuant to the contract resulting from this request for proposals must conform in all respects with all applicable laws and regulations issued by Federal, State and Local Agencies including but not limited to Federal Department of Transportation, State of Connecticut Department of Motor Vehicles, State Board of Education and New Milford Board of Education.

All vehicles utilized by the successful bidder(s) pursuant to the contract resulting from this request for proposals must also be maintained in first class repair and working order and in clean and sanitary condition at all times.

The District may require the contractor to discontinue the use of any bus, which in the judgment of the Board is hazardous, mechanically defective or subject to frequent breakdowns.

#### 5. SELECTION PROCESS

Proposals will be evaluated by a selection committee based upon the response to the criteria presented in the request and any other factual information it deems appropriate. The committee will make a recommendation to the Superintendent of Schools and Board of Education for final acceptance of the selection. During the evaluation process, a bidder may be asked to make an oral presentation. The District reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, waive minor inconsistencies with the request for proposals, and to select the proposal the committee deems best fits the needs of the District. The District further reserves the right to investigate the financial responsibility of all bidders and may request a certified financial statement. The District may withhold the awarding of any contract when the bidder is unable to furnish satisfactory evidence of adequate capability, experience or capital to execute the work described in these specifications.

The District reserves the right to negotiate any and all elements of any proposal directly with vendors. No changes in or to the proposal submissions will be permitted subsequent to the proposed target date unless approved by the District. The District may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal.

#### 6. DISCLAIMERS AND DISCLOSURES

The District has prepared this document to give background information to interested parties for participating in the RFP process. While the District has taken due care in the preparation of this RFP document and believes it to be accurate, neither the District nor the Town of New Milford nor any of their respective officers, employees, agents or advisors (collectively the "District Parties") give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. The information disclosed herein is provided on the basis that it is non—binding on the District Parties. The District reserves the right to alter/increase/decrease the scope of work requirements as later determined. The District reserves the right not to proceed with the solicited services or to change the configuration of the solicited services, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. The District reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. The District does not bind itself to accept the lowest or any offered RFP and reserves the right to reject all or any or cancel the RFP without assigning any reason whatsoever. The District also has the right to re-issue the RFP without prior bidders having the right to object to such reissue. No oral statement of any representatives of the District shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged statement.

The District may elect to meet with any, all, or none of the bidders or prospective bidders prior to selection. The District reserves the right to reject any or all of the proposals submitted, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal. The District reserves the right to negotiate the cost of this proposal and to award the work to other than the bidder with the lowest cost, if it is in the best interest of the District. Submission of a proposal indicates acceptance by the bidder of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in

the contract between the District and the bidder selected. The District may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this request for proposals if it is determined that doing so is in the District's best interests. Any such action shall be communicated to prospective consultants via a posting on the District's website. Each prospective bidder shall be responsible for checking the District's website at <a href="https://www.newmilfordps.org/fiscalservices">https://www.newmilfordps.org/fiscalservices</a> to determine if the District has clarified, modified or amended this request for proposals and if so ensuring that its proposal is in accordance with the terms of the clarified, modified or amended request for proposal.

#### 7. INDEMNIFICATION

To the fullest extent permitted by law, the selected bidder(s) agrees on behalf of itself and its successors and assigns, covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold the New Milford Board of Education, Town of New Milford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the "Board and Town of New Milford"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Board and Town of New Milford by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Board and Town of New Milford, the selected bidder, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from the selected bidder's performance of its work under the contract with the Board resulting from this request for proposals, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the selected bidder or any person or organization employed or engaged by the selected bidder to perform all or any part of the contract with the Board resulting from this request for proposals. The term "Losses" includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, expert's fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by the Board, the selected bidder shall defend and provide legal representation to the Board and/or Town of New Milford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Board may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the Board, its attorneys shall control the resolution of such matters. Upon demand, the selected bidder shall pay or, in the sole and absolute discretion of the Board, reimburse, the Board and/or Town of New Milford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with the contract with the Board resulting from this request for proposals.

THE BOARD and TOWN OF NEW MILFORD DO NOT AGREE TO INDEMNIFY THE SELECTED BIDDER IN CONNECTION WITH ANY LOSSES ARISING OUT OF OR RESULTING FROM, OR ALLEGED TO ARISE OUT OF OR ARISE FROM THE SERVICES PROVIDED BY THE SELECTED BIDDER PURSUANT TO THE CONTRACT WITH THE BOARD RESULTING FROM THIS REQUEST FOR PROPOSALS.

#### 8. INSURANCE

Prior to the commencement of any work and no later than ten (10) days after notice of award of the contract, the selected bidder shall submit to the District evidence of insurance demonstrating that the contractor has coverage for Workmen's Compensation Insurance, Liability, Property Damage, and Automobile/Truck insurance with the minimum limits of liability set forth herein. Certificates of insurance shall contain a provision that such policies shall not be canceled or permitted to expire until at least thirty (30) days prior written notice has been

provided to the selected bidder. Further, the District, the Town of New Milford and their current and former officers, members, agents and employees shall be named as an additional insured on a primary and non-contributory basis. The contractor and its insurers shall waive all rights of subrogation against the Town of New Milford and New Milford Board of Education and their current and former officers, members, agents and employees. Proof of insurance must accompany proposals.

- a) Worker's Compensation Insurance shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000);
- b) General Liability Insurance shall be insured at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) for total aggregate liability; additionally, shall be insured with an umbrella coverage not less than One Million Dollars (\$1,000,000).
- c) Property Damage Insurance shall be written at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) for each aggregate Liability.

#### 9. MISCELLENEOUS

#### 9.1 ASSIGNMENT OF RIGHTS, TITLES, & INTERESTS

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with the District's procurement shall not be permitted without the express written consent of the District.

#### 9.2 AVAILABILITY OF FUNDS

Any contract award associated with this RFP is contingent upon the availability of District funding. If funds for the continued fulfillment are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the District will have the right to terminate the Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The District will provide at least thirty (30) days advance written notice of such termination and will use reasonable efforts to ensure appropriated funds are available. In the event that funds are not available, any agreement resulting from this RFP shall become null and void.

#### 9.3 TAX EXEMPT

The District is tax exempt under state and federal law. The successful contractor will be responsible for any and all federal, state and local taxes including personal property tax. Such taxes must not be included in the bid price.

#### 9.4 CONTRACT

The selected bidder will be required to execute a contract, as may be amended by the District and subject to the terms set forth in this request for proposal. By submitting a proposal, bidders agree to all the terms and conditions of this RFP.

#### 9.5 PERMITS AND CODES

The selected bidder will comply with all laws, codes, rules and regulations of the State, County and Town

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applicable to the work to be performed. Any permits lawfully required shall be obtained by the selected bidder, who shall pay all lawful charges.

#### 9.6 PRICE

The price quoted shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document.

#### 9.7 FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is potentially subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. Proposals and the information contained therein shall not be treated as or considered confidential by the District.

Bidder Information Sheet New Milford Board of Education 25 Sunny Valley Road, Suite A New Milford, CT 06776

Name of Bidder:	
Business Address:	
Telephone #:	
Date of Bid:	
The bidder listed above declares and certifies that:	
First: That the said bidder is of lawful age and the only one interested in thi any interest herein.	s Bid, and that no other bidder has
Second: That this bid is made without any previous understanding, agreements person, firm or corporation making a bid for the same purposes and is in all or fraud.	•
Third: That said bidder has carefully examined the instructions to bidders, so prepared under the direction of the Board of Education, and will, if successful the prices bid and within the time stated, all the materials, supplies, apparaisservice and/or labor for which this bid is made.	ul in this bid, furnish and deliver at
Fourth: That the prices quoted herein are net and exclusive of all federal, st taxes.	cate and municipal sales and excise
Fifth: Bid prices are set forth on the attached form (s).	
Sixth: That the said bidder will be amenable to signing separate individual coawarded at the start of or during subsequent years after the initial award.	ontracts per each new run
Person, Firm, or Corporation	
Authorized Signature	
Name – Typed/Printed	

Bidder Proposal Sheet New Milford Board of Education 25 Sunny Valley Road, Suite A New Milford, CT 06776

TRANSPORTATION COMPANY NAME:	NY NAME:					
Tier#	Location Serviced	Existing Bus # / Route	2024-2025 Daily Rate	2025-2026 Daily Rate	2026-2027 Daily Rate	2027-2028 Daily Rate
			\$			\$
			\$	\$	\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
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			\$		\$	\$
			\$		\$	\$
			S		\$	\$

#### NEW MILFORD PUBLIC SCHOOLS 2024-2025 School Calendar

## August Days 5 12 13 14 15 18 28 29 30

## September pays 20

	Tee			***
2	3	4	6	8
9	10	11	12	13
18	17	18	19	20
23	24	25	28	27
30				

Labor Day

Curriculum Night - date TBD by principal

#### October Days 21

•	Tee		-	741
$\Box$	1	2	3	4
7	8	9	10	11
14	15	18	17	18
21	22	23	24	26
28	29	30	31	

November Days 17

Men	Tee	Wed	The	PHI
				1
4	<b>₹</b>	8	7	8
11	12	<b>(13)</b>	14	16
18	19	20	21	22
26	28	27	28	29

December		Days	15	
Mon	Tee	****	The	M
2	3	4	6	6
9	10	11	12	13
18	17	18	19	20
23	24	26	28	27
20	21			

#### January Days 21

Mon	T		•	**
		1	2	3
8	7	8	9	10
13	14	16	18	17
20	21	22	23	24
27	28	29	30	31

1 New Year's Day 20 Martin Luther King Day

## February Days 18

-	Tee	-	7	M
3	4	6	0	7
10	11	12	13	14
17	18	19	20	21
24	26	28	27	28

#### March Days 21

Men	Tee	Wed	The	PHI
3	4	<b>6</b>	<b>™</b>	7
10	11	12	13	14
17	18	19	20	21
24	25	28	27	28
31				

- 5 Parent Conferences (see below) (Snow date March 12)
- (Snow date March 12)
  (Snow date March 13)

  13 Staff PD Delayed Opening Students(2 hr)

Αp	oril	Days 17		
-	Tee	***	1	M
	1	2	3	4
7	8	9	10	11
14	16	18	17	18
21	22	23	24	26
28	29	30		

14-18 Spring Recess 18 Good Friday

#### May Days 21 (16) 12 13 14 18 22 18 20 21 23 27 28 28 30

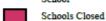
15 Staff PD/Early Di 26 Memorial Day

TBD Spring evening event

June .			Da	ys o
Mon	Tee	-	The	M
2	3	4	6	8
9	10	•	<b>(29</b> )	(4)
(3)	17	18	18	20
23	24	26	28	27
30				

9 Last Day of School (early dismi students) 10 Teacher Work Day





Schools Closed for PD or Parent confs.



Late Opening Students / Staff PD (2 hour delay)

Last Day of School

Contingency for snow days

SNOW DAY

181 Student Days Total 186 Teacher Days Total



Revised January 29, 2025



June 11-16 Snow days to be added at end of year (if needed). Any additional days required will be taken from the April Spring Recess, beginning with April 18 and working back. y additional days required in excess those indicated will be taken from the remaining days in June. HIGH SCHOOL Graduation Date Sat, June 14, 2025 ~ 10am

## 25.26 Calendar New Milford Board of Education 25 Sunny Valley Road, Suite A New Milford, CT 06776

