

**CITY OF MIDDLETOWN - PURCHASING OFFICE
MUNICIPAL BUILDING - ROOM 112
245 DEKOVEN DRIVE
P.O. BOX 1300
MIDDLETOWN, CT. 06457
(860) 344-3465**



CONTRACT DOCUMENTS

**BID #2009-007
TRANSPORTATION SERVICES - SUMMER PROGRAM
PARKS AND RECREATION DEPARTMENT
ART AND CULTURE DEPARTMENT
COUNCIL OF VETERANS**

City of Middletown, Connecticut

BID OPENING: Tuesday, March 23, 2010 AT 11:00 A.M.

QUESTIONS: Contact the Purchasing Office at (860) 344-3465

**DONNA L. IMME, CPPB
ACTING SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID #2009-007 TRANSPORTATION SERVICES

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Hereinafter referred to as the **Contract Documents**

**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Tuesday, March 23, 2010 AT 11:00 A.M.** for the following:

**BID #2009-007
TRANSPORTATION SERVICES - SUMMER PROGRAM
PARKS AND RECREATION DEPARTMENT
ART AND CULTURE DEPARTMENT
COUNCIL OF VETERANS**

Bid documents may be obtained at the Office of the Purchasing Agent, Room 112, Municipal Building, Monday through Friday, between the hours of 8:30 a.m. to 4:30 p.m. All questions concerning this bid should be directed to the office of the Supervisor of Purchases at 344-3465. **Bid documents will be mailed to interested bidders upon request, or may be downloaded directly from www.cityofmiddletown.com.**

Bids will be publicly opened and read aloud in **Room B20**, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms and in an envelope using the Bid Return Label as designated in the Information for Bidders.

A Bid Bond in the amount of ten percent (10%) of the bid amount shall be required with all bids submitted.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **03/09/2010**
Middletown, Connecticut

Donna L. Imme, CPPB
Acting Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for providing this service will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - Proposals must be submitted upon the blank proposal form as attached hereto; should give unit prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in an envelope using the Bid Return Label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Purchasing Agent who may send written instructions to all bidders. **Bidder must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing changes or modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm

or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or re-bid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract(s) to the lowest responsible bidder(s) submitting the **lowest total cost** complying with these specifications providing that there is sufficient funding to award this contract(s). However, the City of Middletown shall reserve the right to make **multiple** contract awards based upon the lowest total cost **per category**.

In evaluating the lowest responsible bidder, the City shall consider the following performance criteria, in addition to those specified, under section 78-8 (m) as amended, of the Middletown Code of Ordinances:

- A. The bidder's prior experience in planning and executing an agreement of the type described herein.
- B. Degree to which the proposal bid is responsive and consistent with the specifications and general conditions described herein.
- C. Contractor's performance on similar transportation agreements for others.

8. Term of Contract - The contract term shall commence on or after **April 1, 2010 and terminate March 31, 2012**, for a contract term of twenty-four (24) months.

9. Prices - In the event of discrepancy between the unit prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include furnishing all necessary personnel, equipment, fuel oil and incidentals necessary to comply with the City's requirements.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, P.O. Box 1300, Middletown, CT, 06457. **Questions may be sent via fax (860) 344-3561.**

To receive consideration, such questions shall be submitted in writing at least seven days before the established date for receipt of bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange as addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, the Purchasing Agent will send a copy of these addenda to each of those who have taken out the contract documents, if applicable.

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each bidder to determine whether any addenda have been issued and if so whether he/she has received a copy of each.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving fifteen (15) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated for transportation services provided up to the end of that month, at which time this contract shall terminate. Total compensation due under this contract shall be calculated based upon the actual number of days transportation was provided multiplied by the per diem rate per bus bid.

12. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in

the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

13. Time for Performance

- A. The bidder shall provide transportation service to and from the various program locations in accordance with the schedules provided by the Director of Parks and Recreation, Arts and Culture or his/her designee and Council of Veterans and shall provide transportation for each program day except as canceled by the Director(s) or his designee.
- B. Failure to meet such required schedule(s) shall constitute default and breach of contract and the owner may then authorize procurement of said services from the most expeditious alternate source available to them.
- C. All excess expenses charged for alternate procurement of defaulted services under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

14. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

15. Excise and Sales Tax - The City of Middletown is exempt from the payment of taxes imposed by the Federal Government and or the State of Connecticut. Such taxes should not be included in the bid prices.

16. Firm Pricing - The City of Middletown requires that bidders maintain **fixed** transportation rates for the **full duration of the contract term** specified here in.

17. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement

made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

18. Extension Option - The City of Middletown reserves the right to renew the contract for up to one (1) additional contract term, (April 1, 2012-March 31, 2013), provided that existing contract pricing will be held firm for the additional contract period, providing the service provided was satisfactory, and if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to the contract for the Mayor's signature, authorizing the extension. Authorization for renewal shall be by written amendment **only**.

19. Compliance with Federal and State Laws - services, equipment, and personnel furnished pursuant to this contract shall comply in every respect with all applicable laws of the Federal Government, State of Connecticut Department of Transportation and the City of Middletown.

20. References Required - The bidder shall be required to submit the minimum of three client references with their bid on the form enclosed herein.

21. Bid Bond/Guarantee - The bid must be accompanied by a bid bond which shall not be less than ten percent (10%) of the total bid amount. The bid bond shall be prepared on the forms attached to these documents. Certified checks, in an amount of not less than ten percent (10%) of the bid amount, payable to the City of Middletown will be accepted in lieu of a bid bond. Premiums shall be paid by the bidder.

Within ten (10) days after opening the bids, the three (3) apparent lowest responsible bidders' bond documents will be retained and all others returned. The three (3) lowest responsible bidders' bond documents may be held for a period of thirty (30) days or until a contract is signed and then all bond documents, other than those of the successful responsible bidder shall be returned.

The ten percent (10%) bid surety shall be calculated based on your total contract price to provide transportation services for both programs.

22. Disclaimer of Agency - The bidder shall not be

held or deemed in any way to be the agent or employee of the Board of Education or the City of Middletown. It is the intention of the parties that the bidder shall and is to be considered as an independent contractor for furnishing transportation.

23. Definition of Terms - For the purpose of this contract, the term "bidder" shall refer to the selected contractor and or bus company and the term "contractor" shall refer to the bidder.

24. Payment and Invoicing - Payment discounts for early payment are preferred. Terms are net thirty (30) days. The bidder shall submit an itemized invoice on a monthly basis to the Department of Parks and Recreation and Arts and Culture Departments, respectively. The Department Director(s) shall then review and approve it and forward the invoice to the Finance Department for payment. Payment shall be made to the bidder no sooner than ten (10) consecutive calendar days after the invoice is received by the Finance Department as approved by the Department Director. **Please Note: Incorrect billing is time consuming for the Recreation Department. A 10% charge will be imposed for each incorrect invoice.**

25. Quantities - The quantities specified are approximate only as determined by the Parks and Recreation Department. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids. **These quantities are not guaranteed.**

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or to delete them entirely at the time the contract is awarded without prejudice toward the quoted bid price if to do so is in the City's best interest. Compensation due the bidder shall be made on the basis of the actual number of days that transportation was provided.

26. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

27. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

28. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

29. Bid Tabulation - A bid tabulation will be furnished to any bidder upon receipt of a self-addressed stamped envelope which may be submitted with the bid or under separate cover or may be downloaded

directly from www.cityofmiddletown.com .

30. Alternate Bids - Alternate bids will not be considered unless specifically called for in these specifications. An alternate proposal is defined as one, which is submitted in addition to the bidder's primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.

31. Partial Bids - Bidders shall be required to submit a bid for each listed item. Partial bids shall not be accepted.

32. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

33. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHEMENT**

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid

at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, Union membership, genetic History, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner is prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this article.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-

discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one, which applies.)

- _____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- _____ 2. Copy of long-term lease of the real estate from which the principal place of business is operated.

STATE OF CONNECTICUT: Vendor Name _____

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires: _____

BID #2009-007
TRANSPORTATION SERVICES - SUMMER PROGRAM
PARKS AND RECREATION, ARTS AND CULTURE, COUNCIL OF VETERANS
CITY OF MIDDLETOWN

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from interested bidders to provide transportation services for the Parks and Recreation, Arts and Culture and Council of Veterans Department, respectively, for a period of twenty-four (24) months as required for the following programs:

I. PARKS AND RECREATION

A. COMBINED TRANSPORTATION FOR THE FOLLOWING PROGRAMS:

1. CRYSTAL LAKE RECREATION PROGRAM
2. FUNTIME RECREATION PROGRAM
3. GREAT TIME RECREATION PROGRAM
4. GOOD TIME RECREATION PROGRAM
5. PLAY TIME RECREATION PROGRAM
6. TEEN TIME PROGRAM
7. KID TIME PROGRAM
8. COMMUNITY BASED PROGRAMS / COMMUNITY HEALTH CENTER

B. ADDITIONAL VEHICLES FOR OTHER PROGRAMS AS MAY BE REQUIRED

II. KIDS ARTS PROGRAM

- A. MORNING/AFTERNOON TRANSPORTATION
- B. MID DAY TRANSPORTATION

III. COUNCIL OF VETERANS

- A. MEMORIAL DAY PARADE – TRANSPORTATION TO AND FROM PARADE FROM RESPECTIVE SCHOOLS

It is the intent of the City to contract with the successful bidder for these services with fixed unit pricing for a period of twenty-four (24) months to commence **on April 1, 2010 and terminate on March 31, 2012** – the majority of the contract will be used in conjunction with the summer recreation program to commence on or after **June 1 and terminating August 31 of each contract year.**

Bidder should anticipate that the majority of the work will be scheduled during the summer months, however the City reserves the right to add or delete field trips as necessary for the remainder of the contract term at various times of the year.

The bidder awarded the contract to provide these services shall be required to provide all vehicles, personnel, fuel oil and incidentals necessary to provide transportation services in accordance with the equipment and personnel requirements specified herein.

SCOPE OF SERVICE

GENERAL: The selected bidder shall be required to provide all school buses and operators required to transport all program participants to and from the program sites for each day that the programs are in session.

NUMBER OF VEHICLES REQUIRED: It is estimated that **FOURTEEN (14)** large capacity school buses shall be required for the various programs for the duration of the contract. The City however, shall reserve the right to increase or decrease the number of school buses required if program requirements increase or decrease.

Of the fourteen (14) buses needed, two (2) shall be ADA equipped large capacity school buses with wheelchair access.

MEMORIAL DAY PARADE: It is estimated that **TWELVE (12)** large capacity school buses shall be required on Memorial Day. However, the City shall reserve the right to increase, decrease or cancel the number of buses required if the requirements increase or decrease or due to inclement weather.

ROUTES AND TIME SCHEDULES: The selected bidder shall be advised of the designated routes, time schedules, pick up and delivery stops to be followed on each route by the authorized representative of the Parks and Recreation Department, Arts and Culture and the Council of Veterans. All schedules shall be by fixed agreement between the selected bidder and the City of Middletown and shall be binding on the parties.

ROUTE VERIFICATION: The bidder shall be required to verify route locations, mileage and activity schedules for each of the listed transportation services required prior to their submission of a bid. Bidder submission of a bid shall signify that he/she has reviewed and is familiar with and agrees to all of the requirements and obligations of this contract.

Details regarding route schedules shall be made available to the selected bidder, following award, to include the name and address of participants to be picked up and the assigned central pick-up points. The bidder shall then prepare route schedules and submit same to the Parks and Recreation Department and Arts and Culture Department for final approval the minimum of three (3) weeks prior to the start of the program(s). Following acceptance, the selected bidder shall meet with the Parks and Recreation and Arts and Culture staff to review the transportation schedule as needed.

SUBCONTRACT: The successful bidder shall be retained by the City as the sole operator for all program participants transported during the contract period. The bidder **shall not** sublease or subcontract this contract in whole or in part without prior written authorization from the City of Middletown.

CONTRACT REQUIREMENTS: All bidders shall be expected to familiarize themselves with all operating conditions, inclusive of route mileage, road conditions, local regulations, policies regarding bus stop location and other factors that may effect their obligations with respect to this contract.

RIGHT TO REVISE CONTRACT REQUIREMENTS: The City reserves the right to revise trip schedules; to increase or decrease the number of trips or mileage schedules as necessary and the bidder compensated at the per diem per bus rate bid. **No additional compensation shall be due**

the bidder in the event of program cancellation.

SPARE VEHICLE: The bidder shall at all times during the period of this contract provide **one (1) spare bus** with a minimum seating capacity of **sixty-five (65) passengers available for emergency use**. This spare bus shall be utilized in the event of any breakdown, delay or emergency, or if enrollment requirements increase. The spare vehicle shall be available within **one-half (1/2) hour** from the time the request is made by the Parks and Recreation Department and the Arts & Culture Department. **A penalty will be imposed if another vehicle is not available within timeframe of one-half (1/2) hour. The fine will be deducted from the amount due to the company per incident - refer to penalty clause on page 16.**

Compensation for the spare vehicle shall be made at the per diem rate incorporated herein. In the event an additional vehicle is required due to **enrollment requirements**, the Parks and Recreation Dept. will issue a supplemental purchase order to authorize the additional cost incurred by the City.

VEHICLES

BUS CAPACITY: The bidder shall provide **fourteen (14)** large capacity buses with a passenger capacity not to exceed sixty-five (65) passengers for regular transportation (morning and afternoon pick-up). **Two (2)** of these buses will be required to be ADA equipped with wheelchair access.

VEHICLE AGE AND REQUIREMENTS: The buses provided by the selected bidder **shall not be older than five (5) model years**. All buses must be provided and maintained in good condition.

All buses operated pursuant to this contract shall meet or exceed the following requirements:

- | | |
|--------------------|--|
| MIRRORS: | Equipped with two (2) "cross-over" convex mirrors, the minimum of eight (8) inch diameter shall be mounted on front bumper |
| EMERGENCY WINDOWS: | Equipped with emergency "push-out" windows, two (2) on either side of bus. |
| REAR EXIT DOOR: | Equipped with rear emergency exit door containing glass panel in both the upper and lower half of door. |
| SCHOOL BUS SIGNS: | Equipped with illuminated "School Bus" signs on the front and rear of bus. |
| STOP SIGNS: | Equipped with working stop signs in accordance with the current requirements of the State of CT Department of Motor Vehicles. |
| STOP SEMAPHORES: | Equipped with working stop semaphores. |
| LIGHTING: | Equipped with a working eight (8) light system, and shall meet or exceed current lighting requirements for standard school buses regardless of size. |
| SEATS: | Equipped with seats meeting the requirements of the State of CT Department of Motor Vehicles. |

SEAT BELTS: The bidder shall furnish Seat belts in the event that such installation is mandated by the State of Connecticut. If such installation becomes mandated during the term of this contract the City and selected bidder will share the expense of the purchase and installation. Any new buses shall be furnished seat belt ready.

RADIO: Equipped with one (1) two way radio installed in each vehicle. It is the responsibility of the bidder to ensure that the equipment is maintained and in proper working condition. **Should a radio malfunction occur during one of the routes, it will be the responsibility of the bidder to provide a substitute vehicle with a fully functioning radio for the following pick-up. The communication equipment must be fully repaired within 24 hours.** If the communications equipment is not repaired in a timely manner and a replacement vehicle is not furnished, a fine of 25% of the daily charge will be deducted from the City's invoice for the number of days that the equipment is not properly functioning.

CELL PHONE: **Must be equipped** with one cell phone as a back-up communication for the areas in Middletown that cannot be reached by two-way radio.

STOP LIGHTING: Proper lighting operation to include full stopping lights to be activated at all pick-ups points. School bus exterior lighting shall meet or exceed the current requirements of the State of Connecticut Department of Motor Vehicles and the State of Connecticut Department of Education.

VEHICLE MAINTENANCE AND INSPECTION: The bidder shall establish a regular inspection and maintenance program on all vehicles to include an inspection of each vehicle to be made following every one thousand (1,000) miles of operation or not less than once per month whichever occurs first. A written record of all inspections shall be maintained by the bidder and furnished to the City upon request.

MAINTENANCE REPORT: The bidder shall maintain and submit maintenance reports for review to indicate daily, monthly and semi-annual inspections and servicing, the dates thereof, maintaining a record of parts and repairs provided. Said maintenance reports shall be maintained in the vehicle and become a part of the permanent record for each vehicle.

RIGHT TO INSPECTION: The City, through its agent, reserves the right to inspect the bidder's equipment at any time during said contract period and to make recommendations regarding repairs and additions to the mechanical equipment as necessary. The bidder shall be responsible to carry out recommendations and complete the repairs as soon as possible and to remove any vehicle from service that is found to be mechanically defective or hazardous and replace said vehicles with a substitute vehicle.

VEHICLE LIST: The bidder shall furnish a list of vehicles, with his/her bid on the form enclosed herein. This list shall include bus make, model year, and serial number and vehicle identification number.

VEHICLE RESPONSIBILITY: The successful bidder shall have sole responsibility for proper operation of said vehicles, including, but not limited to, their acquisition, maintenance, and storage including all equipment and facilities. Any and all vehicle deficiencies shall be corrected at the sole expense of the bidder.

CONDITION OF VEHICLES: All buses furnished by the successful bidder pursuant to this agreement shall meet, but not be limited to, all safety and other requirements and be subject to the approval of the City of Middletown, the Connecticut State Department of Education, the rules and regulations of the State Motor Vehicle Department and where involved, the rules and regulations of the Public Utilities Commission, Federal Standard 17, and any other Federal Motor Vehicle Safety Standards where applicable.

The successful bidder shall assume the responsibility of being informed of subsequent modifications and changes to the aforementioned rules, regulations and standards and effecting immediate changes to remain in accordance with said specifications for the duration of the agreement at the bidder's sole expense.

VEHICLE MARKINGS: The successful bidder shall furnish for the length of this agreement, school buses the exterior of which shall be in accordance with the provisions of the General Statutes of the State of Connecticut.

SCHOOL BUS CONSTRUCTION: The vehicles furnished pursuant to this contract shall be furnished in compliance with the State of Connecticut Department of Motor Vehicles minimum requirements for school bus construction, Section 14-275-b-1, incorporated herein by reference.

PERSONNEL: All drivers employed by the bidder must be properly licensed in compliance with the State of Connecticut Motor Vehicle Laws. All necessary background data concerning these drivers shall be made available to the City of Middletown by the bidder. All vehicle operators must possess the following qualifications:

Operators must be careful, courteous, of good health and good character.

Each operator shall have a driver's license as a qualified Public Service Operator in the State of Connecticut and shall possess a current Commercial Drivers License (CDL).

All operators shall be in good health and shall have passed a medical examination as established by the State Motor Vehicle Department at the bidder's or operator's expense.

The bidder must submit with his bid on the form provided with the bid, a list of all vehicle operators to include, name, address, date of birth, current C.D.L, Connecticut Driver's License number and type, telephone number and driver's record to include record of accidents and tickets, if any.

A careful background check will be conducted on all bus drivers and the bidder shall immediately discontinue the employment of any driver considered or found to be unsatisfactory by City personnel. The driver will not be allowed to be employed in the fulfillment of services to the City of Middletown for the duration of the contract.

The bidder shall be required to discontinue employment of any operator considered to be

unsatisfactory to the City of Middletown Park and Recreation Supervisors and the Arts and Culture Coordinators.

OPERATOR TRAINING: The bidder shall provide or shall cause to be provided a formal training program for all existing and subsequent operators to familiarize the operators with the vehicle, its maintenance, and the bidder's safety programs. The programs shall be subject to the approval of the City of Middletown or its authorized representative and in compliance with the training prescribed by the Connecticut State Motor Vehicle Department and any subsequent modifications thereto. The formal training program shall be in accordance with the provisions of section 14-276-A of the Connecticut General Statutes or latest revision thereof.

Ongoing or periodic training, behind the wheel and classroom, shall be provided to all operators. Training shall include checking bus for occupants after each run. The bidder shall assume all costs associated with the training program.

REPORT OF BREAKDOWNS AND ACCIDENTS: The bidder shall report all accidents either to persons or property in which these vehicles are involved, **as well as all breakdowns or interruptions of regular route service promptly** to the Director of Parks and Recreation, the Bussing Coordinator, Program Director or his designee. In the event of an accident, the bidder shall provide a replacement vehicle to complete the route and assure minimum loss of time. If reporting does not occur, the penalty listed below will be applied.

INVOICING AND PAYMENT: The bidder's compensation pursuant to this contract shall be determined based upon the **actual number** of buses furnished and the **actual number of days** that transportation was provided by the bidder multiplied by the per diem rate per bus per program bid by the bidder as set forth in the bidder's bid proposal. Invoices **must** be submitted at the end of each month. **Invoices submitted more than ninety (90) days past the completion of the programs will not be accepted by the City.**

Separate itemized invoices shall be submitted for the Parks and Recreation, Arts and Culture Departments, and Council of Veterans Department respectively. Each invoice shall be itemized with the date, quantity of buses provided, the unit price charged and shall reference the appropriate purchase order. It is the responsibility of the vendor to provide accurate invoices. Should a problem arise the invoice must be corrected within 10 day after receipt of written documentation. If the problem is not rectified within the time frame specified, a **penalty of 10%** will be assessed for **each incorrect invoice submitted**. If the problem is not rectified to the satisfaction of the respective departments, the city will consider this as grounds for termination for nonperformance of contract.

FUEL: The selected bidder shall supply and pay for all fuel utilized by the vehicles provided for this contract. The storage and dispatching of said fuel shall be the responsibility of the selected bidder. The cost of said fuel oil shall be included in the per diem per bus rate bid.

PENALTY FOR FAILURE TO PROVIDE TRANSPORTATION: The Director of Parks and Recreation and the Coordinator of Arts and Culture, or his/her designee, and The Council of Veterans shall deduct from any invoices the sum of **seventy-five dollars (\$75.00)** per each incident that the bidder fails to provide transportation punctually and satisfactorily. Punctuality shall be determined by the program schedule specified herein. Time is of the essence in adherence to the daily schedule. A penalty **shall not be enforced** if tardiness is clearly caused by inclement weather, road conditions or unusual equipment failure that could not reasonably have been anticipated. In the event of a penalty assessment, the bidder shall be so advised, in writing, by the Director of Parks and Recreation and/or

the Coordinator of Arts and Culture and The Council of Veterans. The notice shall be post-marked within seventy-two (72) hours of the date transportation was not provided. **Bidders are advised that penalties will be strictly enforced.**

BID #2009-007
TRANSPORTATION SERVICES - SUMMER PROGRAM
PARKS AND RECREATION DEPARTMENT
ART AND CULTURE DEPARTMENT, COUNCIL OF VETERANS
CITY OF MIDDLETOWN

PROGRAM REQUIREMENTS

EARLY CLOSING - FOR ALL PROGRAMS - In the event that any of the programs are closed early by the Parks and Recreation or Arts and Culture Departments, the bidder shall be so advised. The bidder shall then be allowed forty-five (45) minutes from the time of notification to report to the sites for the afternoon drop off.

COMBINED RECREATIONAL PROGRAMS – GENERAL TRANSPORTATION
SUMMER TIME, FUN TIME, GREAT TIME, GOOD TIME, PLAY TIME, KID TIME & TEEN TIME
(Youth Day Programs)

1. Program: Combined Recreational Programs shall be under the supervision of the Middletown Parks and Recreation Department.

2. Vehicles Required: The bidder shall provide **fourteen (14)** large school buses with a passenger capacity of 59 to 65.

3. Program Duration: The program will operate for a maximum of 34 days (7 weeks, 5 days a week, Monday through Friday), beginning in June and ending in August. Program starts on **June 28, 2010** through August 13, 2010. There will be no program on **July 5, 2010**.

4. Bus Route/Pick-up Required: Bus routes will be drafted so that children are picked up at twenty one centralized locations throughout the City. The specified locations for pick-up and drop-off will be determined by the Parks and Recreation Department in coordination with the bidder and shall be determined prior to the start of the program.

A. Morning Pick-up: Fourteen (14) school buses will meet the Bus Supervisors at the Palmer Field parking lot on Bernie O'Rourke Dr., to include one staff counselor for each bus. Bus supervisors will have a list of children scheduled for each bus. **Bus Driver must announce site and departure.** The school buses shall then proceed to the bus stops en route to the program sites. If a bus supervisor does not report to the bus, the dispatcher must call the Parks and Recreation office to report the absence.

B. Afternoon Pick-up: Fourteen (14) school buses will report to program locations to transport children home from Programs in reverse order of the morning route at a time yet to be determined. Bus supervisors will check attendance. **It is the responsibility of the bus driver to check the bus for children at the end of the route.**

C. A company dispatcher or representative will notify the Parks & Recreation Dept. when all the busses for the Youth Day Programs have cleared (afternoon) on a daily basis. (860)343-6620

SWIMMING FACILITY TRANSPORTATION
FUN TIME, GREAT TIME, GOOD TIME, PLAY TIME, KID TIME & TEEN TIME

- 1. Vehicles Required:** The bidder shall provide one (1) or two (2) large school buses with a passenger capacity between 59 and 65 for an estimated thirty-four (34) trips (5 per week for 7 weeks) to Veterans Memorial Pool on Walnut Grove Road in Middletown.
- 2. Dates and Times:** Trip dates and times will be determined by Parks and Recreation Department in cooperation with the bidder.
- 3. Inclement Weather:** In the event of inclement weather, swimming facility transportation may be canceled. The Parks and Recreation Department will notify the bidder in the event of cancellation.
- 4. Rescheduling:** Canceled swimming facility transportation trips may be rescheduled. Parks and Recreation Department will notify the bidder to reschedule.
- 5. Location:** The school bus will transport children/staff to and from the programs to Veterans Memorial Pool and **must remain on site.**

OUT-OF-TOWN FIELD TRIP TRANSPORTATION
**Crystal Lake (Summertime), Play Time, Great Time, Good Time, Kid Time,
Fun Time and Teen Time; Fall, Winter and Spring Outreach Programming;
Community Based Programs and Community Health Center**

- 1. Vehicles Required:** The bidder shall provide one (1) or two (2) large school buses with a passenger capacity between 59 and 65 for an estimated sixty-four (64) out-of-town field trips to locations within the State throughout the year.
- 2. Field Trip Dates/Times:** Actual dates, locations, and departure times will be determined by the Parks and Recreation Department in cooperation with the bidder. Most field trips are 2 – 3 hours in length some are up 4 hours.
- 3. Permits:** The Parks and Recreation Department will have the responsibility of securing permits.
- 4. Inclement Weather:** In the event of inclement weather, field trips may be canceled. Rain dates may be rescheduled. The Parks and Recreation Department will contact the bidder if the field trip is canceled.
- 5. Field Trip Changes:** Out-of-town field trips dates and destinations are subject to change.
- 6. Location:** The school buses will transport children/staff to and from the program site and **must remain at the trip site.** Buses must return to program site by 2:30 p.m. (Youth day Programs Only).
- 7. Directions:** If unsure, Drivers should request from the Parks and Recreation Office the most direct route from the day program to the field trip location. If the bus driver does not secure directions and is more than ½ hour off schedule, a fine can be imposed.

IN TOWN FIELD TRIP TRANSPORTATION

Crystal Lake, Good Time, Great Time, Fun Time, Play Time, Kid Time and Teen Time; Fall, Winter and Spring Outreach Programs; Community Based Programs and Community Health Center etc.

1. **Vehicles Required:** The bidder shall provide one (1) or two (2) large school buses with a passenger capacity of 59 to 65 for an estimated sixty (60) in-town field trips to various locations within Middletown. (Additional Buses for Community Based and Community Health Center Programs will be required.)
2. **Field Trip Dates:** Dates and times will be determined by the Parks and Recreation Department in cooperation with the bidder.
3. **Inclement Weather:** In the event of inclement weather, the bus trips may be canceled. Parks and Recreation Department will notify the bidder of any cancellations.
4. **Rescheduling:** Canceled bus trips may be rescheduled. Parks and Recreation Department will notify the bidder to reschedule.
5. **Field Trip Changes:** In-town field trips dates and destinations are subject to change.
6. **Location:** Buses **must** remain at the trip site during visit and return to program site by 2:30 P.M. (Youth Day Programs Only).

**IN-TOWN COMMUNITY BASED
BASKETBALL PROGRAM TRANSPORTATION**

1. **Vehicles Required:** The bidder shall provide one (1) or two (2) large school buses with a passenger capacity of 59 to 65 for an estimated three trips per week to Middletown High School. The program runs during the months of July and August for a total of 18 days. The trips are scheduled in the afternoon with pick-ups beginning at 3:30 p.m. There will be five (5) stops for this program.
2. **Transportation Dates:** The dates and times will be determined by the Parks and Recreation Department in cooperation with the bidder.
3. **Rescheduling:** Canceled bus trips may be rescheduled. Parks and Recreation Department will notify the bidder to reschedule.
4. **Location:** Buses will pick up children at housing areas and transport to Middletown High School for games. Buses will remain on site during games and then transport children home.

ADDITIONAL VEHICLES

The Parks and Recreation Department may require additional school buses or carry-all vehicles based upon enrollment for each program. If additional vehicles are needed, they shall be provided at the **per diem per vehicle** rate specified on the proposal pages and shall be authorized upon receipt of an approved purchase order.

Additional vehicles may include any one of the following:

- A. Carry-all: Nine (9) passenger capacity.
- B. Mini-bus: Twenty-two (22) passenger capacity.
- C. Large Capacity Bus: Passenger capacity of 59 to 65.
- D. Large Capacity Bus: ADA equipped with wheelchair access, Passenger capacity of 59 to 65.
- E. Handicapped Bus with Wheelchair Access: Wheelchair passengers of 5 to include 1 program supervisor and 4 passengers must be wheelchair lift equipped.

The Middletown Parks and Recreation Department may need additional transportation to our summer programs for special education students. This may be provided by 22 passenger mini-buses or carry-all vehicles.

NOTE: It is the responsibility of the driver to check bus for children at the end of the route.

ALL YOUTH DAY PROGRAMS WILL OPERATE RAIN OR SHINE (Exceptions will be weather emergencies).

KIDS ARTS PROGRAM

1. **Program:** The Kids Arts Program is under the supervision of the Arts and Culture Department. The contact person for the program shall be: Coordinator, Stephan Allison.

2. **Vehicles Required:** The bidder shall provide not less than two (2) and not more than three (3) large school buses with a passenger capacity of 59 to 65. The City of Middletown shall reserve the right to revise the number of vehicles required for transport subject to actual enrollment requirements, essential transportation needs and logistical requirements of the program. A mini bus might be required for one program.

3. **Program Duration:** The maximum duration of the program shall be for the period of 33 days beginning on **July 6, 2010 and ending on August 6, 2010 (with a raindate of August 7, 2010)** for the first year of this contract. There will be **no program on July 5, 2010.**

4. **Transportation Requirements:**

A.M. PICK-UP: The bidder shall provide two (2) or three (3) vehicles with a passenger capacity of 59 to 65 to pick up children between the hours of 8:00 and 8:55 AM and transport them to the program site(s).

MID-DAY PICK-UP: The bidder shall provide two (2) or three (3) buses meeting the above size requirements, to pick up children at 11:30 A.M., and transport them home while simultaneously picking up children participating in the afternoon program transporting them to program sites between 12:15 P.M. and 12:30 P.M.

P.M. RETURN: The bidder shall provide two (2) or three (3) buses meeting the above size requirements, to pick up children at 3:00 P.M., and transport them home from the program sites.

5. **Bus Routes/Pick-up Required:** Twenty (20) centralized locations with pick-up and drop-off locations will be drafted by one of the Program Directors and submitted to the successful

bidder for review and comment as soon as scheduling permits. The final schedule will be negotiated with the bidder and finalized not later than two (2) weeks prior to the program start date of **July 6, 2010.**

- 6. Quantities:** Bidders are advised that a minimum of six (6) and the maximum of twelve (12) school buses shall be required over the duration of the program day.

For the purpose of bid comparison unit prices shall be based upon the higher quantity estimate. Bidders are advised these quantities **are not guaranteed.** The City of Middletown shall reserve the right to deduct the unit price per day and per bus rate from the total bid cost should only the minimum requirements apply at the time of contract award and over the term of the contract.

NOTE: THE PROGRAM WILL OPERATE RAIN OR SHINE.

MEMORIAL DAY PARADE TRANSPORTATION

- 1. Program:** The Memorial Day Parade Transportation is under the supervision of the Council of Veterans Department. The contact person for the program shall be: Coordinator, Michael Steadman, 860-322-0808.

- 2. Vehicles Required:** The bidder shall provide not less than twelve (12) large school buses with a passenger capacity of 59 to 65. The City of Middletown shall reserve the right to revise the number of vehicles required for transport subject to actual participation for The Memorial Day Parade.

- 3. Dates and Times:** Memorial Day Parade will be on May 31, 2010 at 10:00 am, and on May 30, 2011 (time tba). Times will be determined by The Council of Veterans Department in cooperation with the bidder. Estimated time of parade is approximately one (1) hour.

- 4. Inclement Weather:** In the event of inclement weather, the Parade transportation may be canceled. The Council of Veterans Department will notify the bidder in the event of cancellation by 9:00 am. **There shall be no charge to the City of Middletown should The Memorial Day Parade be cancelled.**

- 5. Location:** The school bus will transport children/staff to the Memorial Day Parade and back to their respective schools after the Parade and **must remain on site for the duration of the parade.** **Instructions of exact drop off and pick up locations of parade will be given to each bus driver on the day of parade from the Band Director at each respective school.**

- 6. Bus Routes/Pick-up Required:** Bus routes will include pick ups at (3) three separate schools, Keigwin Middle School, Woodrow Wilson Middle School and The Middletown High School, each school will require 4 buses each. Each driver is required to pickup children/staff at assigned school, drop-off children/staff at the beginning of the Parade and pick up children/staff immediately at the end of the Parade. Each driver will then return children/staff back to respective schools.

The final assignment of buses and schedule will be negotiated with The Council of Veterans and the bidder and finalized not later than two (2) weeks prior to the Memorial Parade on **May 31, 2010 and May 30, 2011.**

**BID #2009-007
 TRANSPORTATION SERVICES - SUMMER PROGRAM
OPERATORS LIST**

#	NAME ADDRESS (Street, Town, Zip)	TELEPHONE NUMBER	DATE OF BIRTH	STATE OF CT COMMERCIAL DRIVERS LICENSE (CDL) #	DATE OF EXPIRATION	DRIVER'S RECORD
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10						
11						

#	NAME ADDRESS (Street, Town, Zip)	TELEPHONE NUMBER	DATE OF BIRTH	STATE OF CT COMMERCIAL DRIVERS LICENSE (CDL) #	DATE OF EXPIRATION	DRIVER'S RECORD
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

COMPLETED BY: _____
NAME AND TITLE OF AUTHORIZED AGENT

DATE: _____

**BID #2009-007
 TRANSPORTATION SERVICES - SUMMER PROGRAM
 PARKS AND RECREATION DEPARTMENT
 ARTS AND CULTURE DEPARTMENT**

VEHICLE LIST

#	YEAR	MAKE	MODEL	VIN #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10				

COMPLETED BY: _____ DATE: _____
 NAME AND TITLE OF
 AUTHORIZED AGENT

***Duplicate as necessary to be able to list all equipment available.

**BID #2009-007
TRANSPORTATION SERVICES - SUMMER PROGRAM
PARKS AND RECREATION DEPARTMENT
ART AND CULTURE DEPARTMENT
COUNCIL OF VETERANS
CITY OF MIDDLETOWN**

BID PROPOSAL PAGE

Issue Date: **03/09/2010** Reply Date: **Tuesday, March 23, 2010 AT 11:00 A.M.**

To: Supervisor of Purchases
City of Middletown
Room 112, Municipal Building
245 DeKoven Drive
P. O. Box 1300
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, Scope of Service, Program Requirements and related contract documents and propose and agree to contract with the City of Middletown to provide transportation services at the per diem rates per bus detailed here-in for a contract term of twenty-four (24) months to commence on or **after April 1, 2010 and terminating March 31, 2012.** (The majority of the programs run between the three (3) month period during June 1 to August 31 for each contract season.)

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED	
_____ COMPANY NAME	_____ SIGNATURE AND TITLE

Note quantities indicated are **estimated** for bidding purposes and are not guaranteed.

#	DESCRIPTION OF PROGRAM TRANSPORTATION	A. UNIT PRICE PER EACH BUS	x B. X QTY. (BUSES)	= C. TOTAL PRICE FOR VEHICLES	X D ESTIMATED # OF DAYS / TRIPS	= E EXTENSION
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I. BASE BID - PARKS AND RECREATION DEPARTMENT - COMBINED PROGRAMS

CRYSTAL LAKE, FUNTIME, GREAT TIME, GOODTIME, PLAYTIME, TEEN TIME, KID TIME
AND COMMUNITY BASED PROGRAMS AND COMMUNITY HEALTH CENTER SUMMER PROGRAMS

TO COMPLETE MULTIPLY A X B = C X D = E

1	MORNING AND AFTER-NOON PICK-UP SUMMER PROGRAMS	(\$ _____)	X 14	= (\$ _____)	X 34 DAYS	= (\$ _____)
2	SWIMMING FACILITY TRANSPORTATION SUMMER PROGRAMS	(\$ _____)	X 2	= (\$ _____)	X 34 TRIPS	= (\$ _____)
3	OUT-OF-TOWN FIELD TRIP TRANSPORTATION YEAR ROUND	(\$ _____)	X 2	= (\$ _____)	X 55 TRIPS	= (\$ _____)
4	IN-TOWN FIELD TRIP TRANSPORTATION YEAR ROUND	(\$ _____)	X 2	= (\$ _____)	X 50 TRIPS	= (\$ _____)
5	IN-TOWN TRANSPORTATION COMMUNITY BASED BASKETBALL SUMMER PROGRAMS	(\$ _____)	X 1	= (\$ _____)	X 15 TRIPS	= (\$ _____)

I. TOTAL BASE BID - PARKS AND RECREATION DEPARTMENT - ITEMS #1 – 5 INCLUSIVE:

(\$ _____)

Written figures

#	DESCRIPTION OF PROGRAM TRANSPORTATION	A. UNIT PRICE PER EACH BUS	x B. X QTY. (BUSES)	= C. TOTAL PRICE FOR VEHICLES	X D ESTIMATED # OF DAYS / TRIPS	= E EXTENSION
II. ALTERNATE BID 1 - ARTS AND CULTURE DEPARTMENT						
6	KIDS ARTS MORNING PICK-UP PICK-UP BETWEEN 8:45 & 9:00 A.M.	(\$ _____)	X 3	= (\$ _____)	X 25 DAYS	= (\$ _____)
7	KIDS ARTS MID-DAY RETURN & PICK-UP RETURN CHILDREN FROM MORNING PROGRAM AT 11:30 A.M. & TRANSPORT CHILDREN TO AFTER-NOON PROGRAM BETWEEN 12:15 & 12:30 P.M.	(\$ _____)	X 3	= (\$ _____)	X 25 DAYS	= (\$ _____)
8	KIDS ARTS AFTERNOON RETURN PICK-UP CHILDREN FROM PROGRAM SITES AT 3:00 P.M. & TRANSPORT HOME	(\$ _____)	X 3	= (\$ _____)	X 25 DAYS	= (\$ _____)
II. TOTAL ALTERNATE BID – ARTS AND CULTURE DEPARTMENT ITEMS #6 - 8 INCLUSIVE:						
(\$ _____)						
Written figures						
III. ALTERNATE BID 2 - MEMORIAL DAY PARADE - COUNCIL OF VETERANS DEPARTMENT						
9	PICK-UP STUDENTS FROM KEIGWIN MIDDLE SCHOOL AT 9:30 A.M RETURN STUDENTS TO KEIGWIN MIDDLE SCHOOL AFTER PARADE	(\$ _____)	X 4	= (\$ _____)	X 1 DAY	= (\$ _____)
10	PICK-UP STUDENTS FROM WOODROW WILSON MIDDLE SCHOOL AT 9:30 A.M RETURN STUDENTS TO WOODROW WILSON MIDDLE AFTER PARADE	(\$ _____)	X 4	= (\$ _____)	X 1 DAY	= (\$ _____)

#	DESCRIPTION OF PROGRAM TRANSPORTATION	A. UNIT PRICE PER EACH BUS	x B. X QTY. (BUSES)	= C. TOTAL PRICE FOR VEHICLES	X D ESTIMATED # OF DAYS / TRIPS	= E EXTENSION
11	PICK-UP STUDENTS FROM MIDDLETOWN HIGH SCHOOL AT 9:30 A.M RETURN STUDENTS TO MIDDLETOWN HIGH SCHOOL AFTER PARADE	(\$ _____)	X 4	= (\$ _____)	X 1 DAY	= (\$ _____)
12	PRICE FOR EACH ADDITIONAL LARGE CAPACITY (59 TO 65 PASSENGER) BUS AS NEEDED FOR MEMORIAL DAY PARADE	(\$ _____)	X 1	= (\$ _____)	X 1 DAY	= (\$ _____)

**III. TOTAL ALTERNATE BID 3 – MEMORIAL DAY PARADE - COUNCIL OF VETERANS DEPARTMENT
ITEMS #9-12 INCLUSIVE:**

(\$ _____)

Written figures

**BID SUMMARY: TOTAL BID
ITEMS #1 –12 INCLUSIVE:**

(\$ _____)

Written figures

ADDITIONAL VEHICLES: To be provided on an "as needed" basis, per day with A.M. and P.M. pickup/drop-off.

ITEM #	VEHICLE DESCRIPTION	UNIT PRICE PER DAY (WORDS AND FIGURES)
1.	LARGE CAPACITY BUS 59 TO 65 PASSENGER CAPACITY	<div style="text-align: right;">(\$ _____)</div> Written figures
2.	LARGE CAPACITY BUS ADA EQUIPPED	<div style="text-align: right;">(\$ _____)</div> Written figures
3.	MINI BUS 22 PASSENGER CAPACITY	<div style="text-align: right;">(\$ _____)</div> Written figures
4.	CARRYALL 9 PASSENGER CAPACITY	<div style="text-align: right;">(\$ _____)</div> Written figures
5.	HANDICAPPED BUS WITH WHEELCHAIR ACCESS 5 PASSENGER: 1 WHEELCHAIR, 4 PASSENGER	<div style="text-align: right;">(\$ _____)</div> Written figures

EXTENSION OPTION (please check one): _____ **yes** _____ **no**

The bidder is hereby advised that authorization for contract renewal for the additional term, **April 1, 2012 through March 31, 2013**, shall be subject to an evaluation of the bidder's performance over the prior contract term, and if to do so is in the best interest of the City of Middletown. Authorization for renewal shall be in writing by written amendment to this agreement and executed by the Mayor of the City of Middletown.

ATTACHMENTS: Copy attached, please ✓check.

BID BOND

YES

NO

AMOUNT OF BOND: _____

INSURANCE COMPANY: _____

VEHICLE LIST ATTACHED

YES

NO

OPERATORS LIST ATTACHED

YES

NO

ADDENDA: We acknowledge receipt of the following addenda:

Addendum # 1 Date _____

Addendum # 2 Date _____

Date: _____

Corporation

Company

President

Address

Treasurer

City, State & Zip Code

Manager

Signature & Title

Telephone Number

Fax Number

Name, Title, and Phone Number of Individual to contact with questions regarding this bid:

Name

Title

Phone Number

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

**City of Middletown
Purchasing Department
BIDDER'S REFERENCE SHEET**

Project or Bid: #2009-007 - TRANSPORTATION SERVICES - SUMMER PROGRAMS
PARKS AND RECREATION DEPARTMENT
ART AND CULTURE DEPARTMENT
COUNCIL OF VETERANS

Name and Address of Bidder: _____

Reference One Name: _____

Address: _____

Contact Individual: _____ Telephone #: _____

Project Description: _____

Contract Length: _____

Reference Two Name: _____

Address: _____

Contact Individual: _____ Telephone #: _____

Project Description: _____

Contract Length: _____

Reference Three Name: _____

Address: _____

Contact Individual: _____ Telephone #: _____

Project Description: _____

Contract Length: _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

_____ as Principal,

and _____ as Surety are held and firmly bound unto the City of Middletown hereinafter called the "Owner", in the penal sum of \$ _____ Dollars

(\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____ for **BID #2009-007 Transportation Services for the Summer Program**

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in

writing by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

Individual Principal (Seal)

Business Address

Attest:

By:_____
Corporate Principal

Business Address

Attest:

By:_____
Affix Corporate Seal

Corporate Surety

Business Address

By:_____
Affix Corporate Seal

Countersigned by_____

*Attorney-in-fact, State of_____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

EXHIBIT A - INSURANCE REQUIREMENTS

BID #2009-007 TRANSPORTATION SERVICES – SUMMER PROGRAMS

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the City of Middletown.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The completed Certificate shall confirm the insurer agrees to give the City of Middletown written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$5,000,000 is required. The Aggregate Limit will be not less than \$5,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$5,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

**February 8, 2010
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid# 2009-007-Transportation Services- Summer Programs

Return Date: Tuesday, March 23, 2010 AT 11:00 A.M.

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
P.O. Box 1300
Middletown, CT 06457-1300**

