



**TOWN OF CANTON**  
**REQUEST FOR PROPOSALS TO PROVIDE**  
**CONTRACTED DIAL-A-RIDE SERVICES**  
**July 2020-June 2023**

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**GENERAL INFORMATION**

The Town of Canton, Connecticut, (hereafter referred to as “the Town” or “Town”), seeks an appropriate and qualified company and/ or individual (hereinafter referred to as “Contractor”) to provide contracted Dial-A-Ride services. The selected Contractor shall serve as an independent contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

**SCOPE OF DIAL-A-RIDE SERVICES**

The following is a general list of the Contractor’s duties:

- a) Provide compensation to any and all employees utilized by Contractor for provision of services.
- b) Provide door-to-door service to all Canton residents who are disabled, and/or age sixty (60) and older, or any other residents so approved by the Town, between the times of 9:00 am and 4:00 pm, Monday through Friday, subject to program funding. Hours may vary, especially during summer months with the agreement of both parties.
- c) Schedule transportation reservations from 8:00 am to 4:00 pm, Monday through Friday.
- d) Remove any driver of the Contractor that the Town reasonably deems unacceptable.
- e) Maintain the mechanics and cleanliness of the Dial-A-Ride vehicle.
- f) Return the Dial-A-Ride vehicle in the same condition it was provided, minus normal wear and tear.
- g) Enforce drug and alcohol testing compliant with CFR 49, CFR 50 and CFR 655 and any other related regulations.
- h) Carry out and comply with all requirements as stipulated in the attached proposed contract.
- i) Maintain and pay for insurance coverage as required by Town of Canton, with the Town of Canton named as additional insured. Although such coverage is subject to change, coverage is currently the following:

Basic liability for combined single limit, bodily injury & property damage	\$1,000,000
Excess liability for bodily and property damage.	\$5,000,000
Comprehensive	Actual Cash Value
Collision	\$100 deductible from actual cash value.
Medical payments	\$2,000
Uninsured motorist	As required by law
Basic reparations	As required by law

g) Provide enhanced medical transportation services to residents who are eligible for Transportation either through use of the Town Dial-A-Ride van, or when using one of the Contractor's own vehicles. The cost is based on the hourly use of the vehicle and not on the amount of riders. The services will be provided outside of the regular Dial-A-Ride schedule and may include weekends when authorized by the Director of Senior and Social Services and Contractor. The cost of dispatching the enhanced medical transportation services is included in the hourly rate.

The Contractor shall be provided the following:

- a) Payment for services rendered.
- b) Use of a vehicle for the purpose of servicing Canton Dial-A-Ride.
- c) Starting on July 1, 2021 the Contractor shall have an opportunity to purchase gasoline from the Town's gas pumps at the Town's purchase price, plus any and all applicable taxes. This purchase opportunity exists provided the Town's service station is in working order. Moreover, such gasoline is reserved for use only with Canton Dial-A-Ride business. The Contractor must notify the Town's Chief Financial Officer by November 1<sup>st</sup> of the prior calendar year of the Contractor's intent to utilize the Town's gasoline, along with the approximate anticipated usage.

## **PAYMENT**

The Contractor shall be responsible for submitting a request for payment indicating the dates and hours worked to the Senior & Social Services Office on or by the fifth (5<sup>th</sup>) day of each month. Payment will be made by the third Friday of each month after the invoice is approved by the Director of Senior & Social Services.

## **DURATION OF CONTRACT**

The contractual services shall commence on 7/01/2020 (or upon execution of the contract, whichever may occur later) and terminate on 6/30/2023. The services may be extended for one additional year at the discretion of both the Town and the Contractor. At any time during the contract, the Town may terminate service for unsatisfactory performance. The contract may be terminated or suspended by the Town if the Town does not have a valid vehicle for transporting program participants. A draft of the anticipated contract is attached to this RFP.

## **SELECTION CRITERIA**

The Town will accept proposal(s) which will in its sole and absolute opinion most completely meet the requirements of the RFP and in the Town's sole discretion is in the best interests of the Town.

Proposals will be reviewed and analyzed based on the following criteria:

- Respondent's completion of all RFP requirements.
- Respondent's experience providing Dial-A-Ride service(s) or similar services.
- Respondent's professional references from prior serviced clients.
- Respondent's ability to meet the Town's Dial-A-Ride needs.

- Respondent's fee for services.
- Respondent's performance in interviews.
- Respondent's Completion of a background check/ record check.

## **GENERAL CONDITIONS AND INSTRUCTIONS**

Disclaimer: This Request for Proposals (hereinafter, "RFP") is not a contract offer.

Addendums: Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on The Town's website ([www.townofcantonct.org](http://www.townofcantonct.org)) under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by The Town and to ensure that its proposal addresses all addendum(s).

Proposal Submittals: Proposals must be submitted no later than 12:00 pm, EST, on June 19, 2020. Respondents must submit one original copy of the proposal and two additional copies. Proposals may be mailed to:

Office of the Chief Administrative Officer  
Town of Canton  
4 Market Street  
PO Box 168  
Collinsville, CT 06022

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections typewritten or in ink adjacent thereto, and initialed in ink by the party signing the proposal, or their authorized representative.

Late Proposals: Proposals received after the deadline for submission shall be returned unopened.

Exceptions to RFP: Any and all exceptions of the Respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the Respondent. The Town reserves the sole right to reject proposals which contain exceptions that are unacceptable.

Acceptance of Proposals: The Town absolutely reserves the right to accept and reject any and all proposals and to waive informality, technical defect, or clerical error in any proposal, as the interest of the Town may require. The Town also reserves the right to negotiate with one or more respondents as it sees fit.

Proposal Costs: All costs incurred in the preparation of the statement of qualifications will be borne entirely by the individual/ firm submitter. Anything submitted to the Town for consideration becomes the property of the Town and becomes public record.

Ownership of Proposals: All proposals submitted become property of the Town and shall not be returned.

Freedom of Information: Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Questions about Proposal Requirements: Respondents with questions regarding the RFP may contact Robert Skinner, Chief Administrative Officer, by email only at [Rskinner@townofcantonct.org](mailto:Rskinner@townofcantonct.org)

Period Commitment: Proposals shall be final and binding on the Respondent for acceptance by the Town for 90 days from the RFP closing date and time.

Irrevocability of Proposals: Respondents may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after this RFP's closing date and time.

Investigation: Respondent shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

Assignment and Subcontractors: Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any Respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Background: Respondents hereby authorizes the Town to perform any and all necessary background and reference checks to determine suitability of Respondent to perform the requested services.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of The Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of The Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. The Respondents further acknowledge that they have read and are familiar with the requirements of the Town of Canton Code of Ethics. Respondents must fully disclose, in writing to The Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any Proposals where, in the opinion of The Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP. No response to this

RFP will be accepted unless the attached Non-Collusion and Ethics Affidavit has been signed by an authorized representative of the Respondent.

### Local Bidder Preference Policy

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.

2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the Town Based Resident Bidders which submitted the lowest bid.

3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, 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 the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
- 5) Bids received through a reverse auction process.

**LOCAL PREFERENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Date \_\_\_\_\_

\_\_\_\_\_ (affiant), being first duly sworn, deposes and says:

- 1) That I am over the age of 18 and understand the obligations of an oath.
- 2) That I am the owner, partner, officer, representative, or agent of \_\_\_\_\_, the bidder/proposer that has submitted the attached bid/proposal.
- 3) That bidder/proposer has a principal place of business located at \_\_\_\_\_, which is in the Town of Canton.
- 4) That the bidder/proposer is current on all taxes, both personnel and real estate and all fees, including, but not limited to sewer use fees.
- 5) That if bidder/proposer is not the owner of the real estate where such principal place of business is located, then bidder/proposer is submitting proof that such address is the bona fide principal place of business, such as a lease or personnel property tax bill.
- 6) That bidder/proposer has read the Local Bidder Preference Policy and being aware of its terms and conditions, swears that it is a qualified "Town Based Resident Bidder" as specified in the Policy.

(Signed) \_\_\_\_\_  
Affiant

(Title) \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Local Preference Affidavit and that based on his/her own knowledge believe the same to be true.

\_\_\_\_\_  
Notary Public (My Comm. Expires \_\_\_\_\_ )  
Commissioner of the Superior Court

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_, County of \_\_\_\_\_, being first duly sworn, disposes and says that:

1. He/she is the owner, officer, representative or agent of: \_\_\_\_\_ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He/she is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Canton or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. That no elected or appointed official or other officer or employee of the Town of Canton, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) \_\_\_\_\_  
(Name of Bidder)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Title

My Commission expires: \_\_\_\_\_, 20\_\_\_\_

**TOWN OF CANTON**  
**DIAL-A-RIDE Fee Proposal Form**

Directions: Please provide the information requested.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town, State, Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

***PROPOSED FEES FOR DIAL-A-RIDE SERVICES RENDERED***

Fee to be paid monthly from 7/01/2020 through 6/30/2021	\$
Fee to be paid monthly from 7/01/2021 through 6/20/2022	\$
Fee to be paid monthly from 7/01/2022 through 6/20/2023	\$

***PROPOSED FEES ENHANCED MEDICAL TRIPS***

Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2020 through 6/30/2021	\$
Hourly rate to be paid for medical trips using Contractor's vehicle from 7/01/2020 through 6/30/2021	\$
Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2021 through 6/30/2022	\$
Hourly rate to be paid for medical trips using Contractor's Vehicle from 7/01/2021 through 6/30/2022	\$
Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2022 through 6/30/2023	\$
Hourly rate to be paid for medical trips using Contractor's vehicle from 7/01/2022 through 6/30/2023	\$

I acknowledge that I have read and understand, and that I am able and available to meet the terms and conditions of the sample contract for Dial-A-ride Services.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**TOWN OF CANTON**  
**DIAL-A-RIDE References Form**

Directions: Provide 3 (three) recent references, preferably transportation.

**(1) Entity / Individual:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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

**(2) Entity / Individual:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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

**(3) Entity / Individual:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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



**TOWN OF CANTON, CONNECTICUT**

**CONTRACTUAL AGREEMENT  
FOR THE PROVISION OF DIAL-A-RIDE SERVICES**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the **Town of Canton**, a municipal corporation organized and existing under the laws of the State of Connecticut, and \_\_\_\_\_ (hereinafter “Contractor”).

**WITNESSETH**

WHEREAS, the Town desires to engage Contractor to transport certain residents of the Town and their guests and their baggage in and about the Town or elsewhere in accordance with Dial-A-Ride terms and conditions set forth herein;

WHEREAS, Contractor is willing to furnish such transportation on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

**A. Covenants of Contractor**

1. Identification of Passengers – Contractor shall provide door-to door service to all Canton residents who are sixty (60) years of age or older and/or are disabled and who request such service and have been deemed eligible to ride through the Canton Senior & Social Services office. Any others requesting service must be approved by the Town.
2. Method of Transportation - All persons to be transported by Contractor, under terms of this Agreement, shall be transported by such vehicles as provided in A.5, hereafter.
3. Routes - Unless otherwise directed in writing by the Town, transportation of persons under this Agreement by Contractor shall be limited to the following:

Any points in Canton and Avon, to and from the following locations:

- 1) Simsbury Commons
- 2) West Avon Medical Center
- 3) Convalescent homes on West Avon Road
- 4) Route 44 east to the bottom of Avon Mountain, including service to Health Trax/St. Francis Hospital Wellness site on Nod Road north and CT Eye Care on Route 10 south.

- 5) Route 44 west to Foothills Plaza
- 6) Route 10 north to Riverdale Farms

Although Contractor will try to accommodate all requests, medical appointments and food shopping shall be given priority.

4. Hours of Transportation

a. Regular Dial-A-Ride transportation shall be provided by Contractor year-round, with hours differing during “summer months” of June, July & August. During those months outside of these (September, October, November, December, January, February, March, April & May) Contractor shall provide transportation between the times of 9:00 a.m. and 4:00 p.m. Monday through Friday, subject to program funding.

Reservations will be taken from 8:00 a.m. – 4:00 p.m., Monday through Friday, and must be made by the client 24 hours ahead to guarantee a ride.

b. Enhanced Medical transportation services shall be billed on a monthly basis using the same format required for reporting purposes per the regular Dial-A-Ride contract.

Residents will be allowed to use the enhanced services two (2) times a month. Contractor will be responsible for keeping track of individual usage.

The ability for the Town and Contractor to make available enhanced medical transportation services is contingent on available funding. The town will notify Contractor in writing of any changes to the service and will communicate this in writing to Riders as well.

Upon agreement of the Director of Senior and Social Services and Contractor, recreational trips may also be provided at the same rate as the enhanced medical transportation services.

5. Vehicles - At the commencement of the term of this Agreement and thereafter, Contractor shall utilize only the vehicle(s) described in B.3. to provide the agreed upon transportation. Contractor must substitute an appropriate, alternate vehicle on the occasion that the regular vehicle is temporarily out of service.

a. Any vehicle used by Contractor under this Agreement shall comply with all statutes of the State of Connecticut and with the rules and /or regulations of any agency thereof.

b. Any vehicle used by Contractor under this Agreement shall be repaired and maintained in a competent and workmanlike manner so as to produce a neat, clean, safe and orderly condition in all such vehicles. All preventative maintenance

(lubrication, oil change, oil filter change etc.) shall be conducted at an interval not to exceed 3,000 miles. The Contractor shall be responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of the vehicle. Upon return of the vehicle to the Town, the vehicle shall be in good working order defined as: 1) The vehicle maintenance records indicate the manufacturer's maintenance procedures and intervals have been adhered to; 2) The vehicle is in safe operating condition and can pass inspection by the Connecticut Department of Motor Vehicles; and 3) All damage resulting from accidents has been repaired.

c. Contractor shall, at least twice a year, have all vehicles that will be used in accordance with this Agreement inspected by the State of Connecticut Department of Motor Vehicles.

#### 6. Vehicles' Operators-

a. All operators of the vehicles used by Contractor under this Agreement shall be properly licensed to do so under the laws of the State of Connecticut. Contractor shall submit to the Town, upon request, evidence of such licensing. A Public Service Operator's License is required.

b. No person shall operate any vehicle for Contractor until evidence of satisfactory results of a physical examination of such person has been provided to the Town in accordance with Connecticut Department of Transportation regulations. The Town may, at its expense and option, require any operator of such vehicles to submit to a physical examination by a doctor chosen by the Town at any time. No operator shall continue to operate any vehicle of Contractor under this agreement after refusal to take such examination.

c. Contractor shall furnish to the Town the names of all persons to operate vehicles under this Agreement prior to such operation. If the Town has a reasonable objection to such person acting as an operator, at any time, then Contractor shall provide a substitute operator.

7. Insurance - Contractor, prior to the operation of any vehicle under this Agreement, shall furnish to the Town evidence satisfactory to the Town that Contractor is insured with liability insurance written by an insurer licensed to write such insurance in Connecticut in the amounts set forth below.

#### (1) Workers Compensation:

Contractor shall provide workers compensation and employers' liability insurance that complies with the statutes and regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

#### (2) Commercial General Liability Insurance:

Contractor shall provide commercial general liability insurance policy (Insurance Services Office Form CG-0001 or equivalent) that includes products, operations and completed operations coverage. Such policy shall cover Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

- a. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- b. Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.

(3) Commercial Automobile Insurance:

The bidder shall provide commercial automobile insurance (Insurance Services Office CA-00001 or equivalent) for any autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis; \$1,000,000 uninsured/underinsured motorists and \$2,000 medical payments coverage. Such coverage shall also include hired and non-owned automobile coverage in the amount of \$1,000,000.

(4) Umbrella/Excess Liability Insurance:

The bidder shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (1) through (3). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

All policies required hereunder shall name the Town of Canton as an additional insured. Contractor shall, as a condition of this Agreement, maintain in full force and affect all policies of insurance required hereunder throughout the term of this Agreement and any extension thereof. If any policy required hereunder is cancelled, Contractor shall within twenty-four (24) hours of receiving notice of said cancellation notify of the fact.

In the event of failure of Contractor to maintain such insurance in effect during the term of this Agreement, for any reason, the Town shall have the right to purchase such insurance and to deduct the cost thereof from any sums that may be due to Contractor under this Agreement.

8. Vehicle Registration - Contractor shall be solely responsible for the proper registration of any vehicles, used by it under this Agreement in accordance with the laws of the State of Connecticut Department of Motor Vehicles.

9. Equal Employment Policy - The Town of Canton provides Equal Employment Opportunities for all persons regardless of race, creed, color, sex, national origin, ancestry, political affiliation, age or physical disability. As a Town contractor,

Contractor acknowledges that it is obligated to comply with this policy and agrees to comply with it.

10. Operating Policies - Contractor shall furnish skilled and competent operators and all fuel, supplies and accessories necessary for the safe operation of said vehicles; it being understood, however, that said operators, and any other persons employed by Contractor in or about the performance of the service, shall at all times and for all purposes be and remain, the employees of Contractor and not agents or employees of the Town of Canton.

11. Uniform system of Accounts and Records - Contractor shall cooperate with the Town in complying with the Uniform Systems of Accounts and Records prescribed under Section 15 of the Urban Mass Transportation Act, if applicable.

12. Reports of financial and Operating Data - Contractor agrees to cooperate with the Town in the preparation of reports as may be required or requested by the Town.

13. UMTA/USDOT/State DOT Drug Testing Requirements – All safety sensitive personnel employed by Contractor who are associated with providing transportation to the Town under this Agreement shall comply with the above-referenced drug testing program. Safety sensitive personnel are defined as drivers, mechanics, dispatchers and their supervisors.

For Contractor personnel associated with this Agreement, the following applied: pre-employment testing, random testing, and suspicious behavior testing.

**B. Covenants of the Town of Canton, Connecticut**

1. Payment by Town – For the performance by Contractor of Contractor’s obligations (excluding Sec. A.3.c.), the Town shall pay to Contractor monthly in accordance with the following schedules:

PERIOD	MONTHLY FEE
7/1/20 through 6/30/21	\$
7/1/21 through 6/30/22	\$
7/1/22 through 6/30/23	\$

For enhanced medical trips the Contractor shall be paid the following:

Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2020 through 6/30/2021	\$
Hourly rate to be paid for medical trips using Contractor’s vehicle from 7/01/2020 through 6/30/2021	\$
Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2021 through 6/30/2022	\$
Hourly rate to be paid for medical trips using Contractor’s	\$

Vehicle from 7/01/2021 through 6/30/2022	
Hourly rate to be paid for medical trips using Town Dial-A-Ride van from 7/01/2022 through 6/30/2023	\$
Hourly rate to be paid for medical trips using Contractor's vehicle from 7/01/2022 through 6/30/2023	\$

Contractor shall submit to the Canton Senior/Social Services Department, on or before the 5th day of each month, documentation reflecting the dates and hours worked in the previous month. The Town shall pay Contractor each monthly fee on or before the third Friday of each month.

2. Fuel for the Dial –A- Ride Bus - Starting on July 1, 2020 the Contractor shall have an opportunity to purchase gasoline from the Town's gas pumps at the Town's purchase price, plus any and all applicable taxes. This purchase opportunity exists provided the Town's service station is in working order. Moreover, such gasoline is reserved for use only with Canton Dial-A-Ride business. The Contractor must notify the Town's Chief Financial Officer by December 31st of the prior calendar year of the Contractor's intent to utilize the Town's gasoline, along with the approximate anticipated usage. Gas will be billed to Contractor on a quarterly basis.

3. Leased Vehicle – The Town shall lease to Contractor for the term of this Agreement, for One (\$1.00) Dollar per year, a vehicle suitable for the services described in this agreement.

The vehicle is to be returned in the same condition as received, less normal wear and tear.

**C. Mutual Covenants**

Term – The term of this Agreement shall commence July 1, 2020 (or immediately upon execution of this contract) and end June 30, 2023.

Routes – The Town shall have the right to modify and amend the provisions of Section A.3, herein to the extent of designating other locations outside of Canton to be run on a set schedule, providing both parties agree.

Cancellation – Should Contractor be found to be in material default in the performance of any of the provisions hereof, the Town may cancel and terminate this Agreement. Such notice shall specify the default and termination and shall be effective ten (10) days after the mailing of such notice by the Town. The contract may be terminated or suspended by the Town if the Town does not have a valid vehicle for transporting program participants or has insufficient funding to continue the service.

Assignment – Contractor may not assign any interest in this Agreement, voluntarily or otherwise, without prior written consent of the Town. Any such unconsented to purported assignment shall be deemed to have terminated this Agreement as of the date thereof.

Arbitration – In the event of an unforeseen emergency arising during the term of this Agreement, that emergency may cause undue hardship to either party, or in the event of any dispute arising under this Agreement, it is agreed that the parties shall cooperate fully to resolve the matter to the mutual satisfaction of the parties hereto. If no such adjustment is made, the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall be entitled to name an arbitrator, with the two arbitrators so named choosing a third arbitrator and the decision of the majority of said arbitrators shall be binding upon the parties hereto.

Amendments – Except as herein provided, this Agreement may not be altered or amended, except by written agreement of the parties.

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, as the case may be.

Renewal – This Agreement shall be in effect from July 1, 2020 (or immediately upon execution of this contract) through June 30, 2023. It may be extended for additional periods upon mutual consent of the parties; and an amended Agreement shall be executed to reflect any revisions.

Gender – Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Entire Agreement – It is expressly understood and agreed that this Agreement states the entire Agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement. Any changes to this Agreement must be in writing.

Validity – The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this agreement cannot be determined and effectuated.

Effect – This Agreement shall be null and void and of no effect unless subscribed by both parties hereto.

Choice of Law - This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in all respects, in accordance with the laws of the State of Connecticut.

**D. Indemnification**

Contractor will indemnify and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney’s fees arising out of or resulting from the performance of the service, provided that any such claims, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

In any and all claims against the Town, or any of its agents or employees, by any employee of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor is liable, the INDEMNIFICATION OBLIGATION shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Workers’ Compensation Acts, disability benefits acts, or other employee benefits acts.

IN WITNESS THEREOF, the parties have executed this contract this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Title:

**TOWN OF CANTON, CONNECTICUT**

\_\_\_\_\_  
Robert H. Skinner, CAO