



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

ADDENDUM – March 29, 2019

TOWN OF SIMSBURY REQUEST FOR QUALIFICATIONS DIAL-A-RIDE CONTRACTOR

Below are responses to the questions we have received to date. Responses are in bold font.

- Question 1:* Can you please send a copy of the last 2 months bills and a copy of the current contract?
Response 1: **Please see attachments.**
- Question 2:* Is there a current contract for this service? If yes what is the annual payment to the contractor?
Response 2: **Please see attached contract. Annual payment for regular service is \$123,621, payable monthly minus gasoline charges. Annual payment for enhanced service is \$34,050 payable monthly, dependent on amount of rides. Gasoline is not deducted from this payment.**
- Question 3:* What is the current rates/ride or rate schedule? Does the contractor receive any payment directly from the passengers?
Response 3: **The yearly cost is \$25 for an individual and \$35 for a couple. Fees are paid to the Department of Community and Social Services; the contractor does not receive payment directly from passengers.**
- Question 4:* How many of the vehicles are wheelchair accessible?
Response 4: **All of the Town's vehicles are wheelchair accessible.**
- Question 5:* How many wheelchair passengers are transported yearly?
Response 5: **The Department currently has approximately 15 registered users that are wheelchair-bound.**
- Question 6:* How many vehicles are in the current contractor's fleet?
Response 6: **Unknown.**
- Question 7:* Are contractors allowed to work with TNCs (Uber/Lyft) if they have a utilization agreement with them?
Response 7: **No.**
- Question 8:* Who is the current provider? May we see the current contact pricing and/or the last 3 months of billing from the current vendor?

Telephone (860) 658-3200
Facsimile (860) 658-9467

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

Response 8: **The current provider is Martel Transportation from Canton, CT. Copies of recent invoices for both the regular Dial-A-Ride trips and the enhanced medical trips are attached.**

Question 9: How often are the non-town owned buses utilized?

Response 9: **The contractor uses their own vehicle for the out-of-town enhanced medical trips, which usually occur daily. For the regular Dial-A-Ride trips, the contractor will only use their bus if the Town's vehicle is undergoing maintenance.**

Question 10: Is there a current phone number which will "go with the contract" or will vendor need to provide a private line?

Response 10: **The contractor must have a reservation phone number.**

Question 11: Where are the vehicles currently fueled? Will the contractors own buses be fueled there as well?

Response 11: **The vehicles may be fueled at the Town's public works garage or the water pollution control facility. The fuel usage cost is deducted from the monthly payment for regular services. Only Town of Simsbury vehicles may be fueled at a Town pump.**

Question 12: Please provide some sample manifests, including the Jump on Board trips.

Response 12: **Hours and mileage are reflected in the attached invoices, which were provided in response to Questions 1 and 8.**

Question 13: Is contractor responsible to insure town owned vehicles?

Response 13: **Yes.**

Question 14: Does the town know why rides have decreased over the past few years?

Response 14: **Recent deaths and relocation of clients have partially contributed to the decrease. Weather and recent facility renovations have also impacted ridership.**

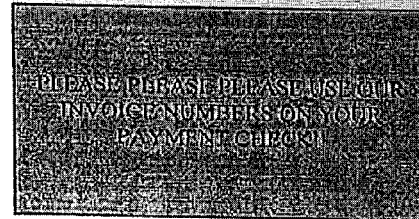
END

ville, CT 06022

Invoice

Date	Invoice #
12/1/2018	6880

Bill To
Simsbury Social Service Attn :Charlotte FAX: 860 408-7046 933 Hopmeadow Street Simsbury CT 06070



P.O. No.	Terms	Project	Other
	Due on receipt		

Service	Description	Qty Days/Hours	Rate	Amount	
11/2/2018	<i>Medical Transportation James protected under HI PPA</i>	0.5	35.00	17.50	
11/5/2018		2	35.00	70.00	
11/6/2018		3.25	35.00	113.75	
11/7/2018		2.5	35.00	87.50	
11/7/2018		2.5	35.00	87.50	
11/8/2018		2	35.00	70.00	
11/13/2018		1.5	35.00	52.50	
11/13/2018		3.5	35.00	122.50	
11/14/2018		2	35.00	70.00	
11/14/2018		2	35.00	70.00	
11/14/2018		2	35.00	70.00	
11/15/2018		1.5	35.00	52.50	
11/15/2018		1.5	35.00	52.50	
11/19/2018		2	35.00	70.00	
11/19/2018		2	35.00	70.00	
11/19/2018		4.75	35.00	166.25	
11/21/2018		0.5	35.00	17.50	
11/26/2018		3.25	35.00	113.75	
11/27/2018		3	35.00	105.00	
11/28/2018		3	35.00	105.00	
11/29/2018		2.5	35.00	87.50	
11/29/2018		1	35.00	35.00	
11/29/2018		1.25	35.00	43.75	
11/30/2018		3	35.00	105.00	
11/30/2018		2	35.00	70.00	
		Total			
		\$1,925.00			

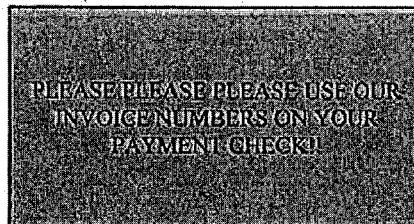
ELC

Invoice

ville, CT 06022

Date	Invoice #
12/4/2018	6881

Bill To
Simsbury Social Service Attn :Charlotte FAX: 860 408-7046 933 Hopmeadow Street Simsbury CT 06070



P.O. No.	Terms	Project	Other
	Due on receipt		

Service	Description	Qty Days/Hours	Rate	Amount
11/5/2018	10 People to ENO Hall Simsbury	5.5	25.00	137.50
11/19/2018	7 People to 165 Brainard Road Hartford	6.25	25.00	156.25
11/26/2018	6 People to 44 Prospect Hill Road East Windsor	6.75	25.00	168.75
			Total	\$462.50
			Payments/Credits	\$0.00
			Balance Due	\$462.50

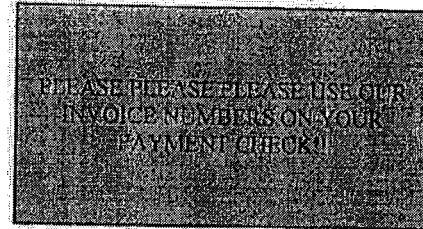
Martel Transportation, LLC

P.O. Box 273
Collinsville, CT 06022

Invoice

Date	Invoice #
1/2/2019	7004

Bill To
Simsbury Social Service Attn :Charlotte FAX: 860 408-7046 933 Hopmeadow Street Simsbury CT 06070



P.O. No.	Terms	Project	Other
	Due on receipt		

Service	Qty Days/Hours	Rate	Amount
1/2/2019	2.75	35.00	96.25
12/5/2018	2.75	35.00	96.25
12/6/2018	3	35.00	105.00
12/7/2018	3.5	35.00	122.50
12/7/2018	3	35.00	105.00
12/10/2018	2.75	35.00	96.25
12/13/2018	2.25	35.00	78.75
12/14/2018	3.5	35.00	122.50
12/17/2018	2.75	35.00	96.25
12/17/2018	0.75	35.00	26.25
12/19/2018	2	35.00	70.00
12/19/2018	2	35.00	70.00
12/26/2018	0.5	35.00	17.50
12/27/2018	4	35.00	140.00
12/28/2018	3.5	35.00	122.50
12/28/2018	3.75	35.00	131.25
12/28/2018	3.75	35.00	131.25
Total			\$1,627.50
Payments/Credits			\$0.00
Balance Due			\$1,627.50

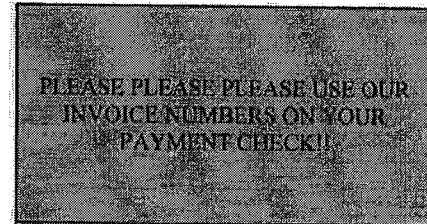
artel Transportation, LLC

P.O. Box 273
Collinsville, CT 06022

Invoice

Date	Invoice #
1/2/2019	7005

Bill To
Simsbury Social Service Attn :Charlotte FAX: 860 408-7046 933 Hopmeadow Street Simsbury CT 06070



P.O. No.	Terms	Project	Other
	Due on receipt		

Service	Description	Qty Days/Hours	Rate	Amount
12/3/2018	6 people to 754 Hopmeadow Street Simsbury	4.5	25.00	112.50
12/10/2018	7 people to 120 Hale Road Manchester	7.5	25.00	187.50
12/17/2018	3 people to Simsbury Senior Center Eno Hall	3.75	25.00	93.75
			Total	\$393.75
			Payments/Credits	\$0.00
			Balance Due	\$393.75

Martel Transportation, LLC

P.O. Box 273
Collinsville, CT 06022

Invoice

Date	Invoice #
2/4/2019	7049

Bill To
Simsbury Social Service Attn :Charlotte FAX: 860 408-7046 933 Hopmeadow Street Simsbury CT 06070

PLEASE PLEASE PLEASE USE OUR
INVOICE NUMBERS ON YOUR
PAYMENT CHECK!!

P.O. No.	Terms	Project	Other
	Due on receipt		

Service	Description	Qty Days/Hours	Rate	Amount
1/2/2019		2.5	35.00	87.50
1/8/2019		2.75	35.00	96.25
1/9/2019		1.75	35.00	61.25
1/9/2019		1	35.00	35.00
1/14/2019		1.5	35.00	52.50
1/15/2019		1	35.00	35.00
1/15/2019		1.25	35.00	43.75
1/15/2019		1.25	35.00	43.75
1/16/2019		4	35.00	140.00
1/17/2019		0.5	35.00	17.50
1/18/2019		2.75	35.00	96.25
1/18/2019		2.5	35.00	87.50
1/18/2019		0.75	35.00	26.25
1/22/2019		2.5	35.00	87.50
1/22/2019		2	35.00	70.00
1/22/2019		2	35.00	70.00
1/22/2019		1.5	35.00	52.50
1/23/2019		2	35.00	70.00
1/23/2019		2.5	35.00	87.50
1/23/2019		2.5	35.00	87.50
1/24/2019		2.5	35.00	87.50
1/28/2019		2.25	35.00	78.75
1/28/2019		2.5	35.00	87.50
1/29/2019		2	35.00	70.00
1/30/2019		2.25	35.00	78.75
1/31/2019		2.5	35.00	87.50
1/31/2019		1.25	35.00	43.75
1/31/2019		3	35.00	105.00

Total	\$1,986.25
Payments/Credits	\$0.00
Balance Due	\$1,986.25

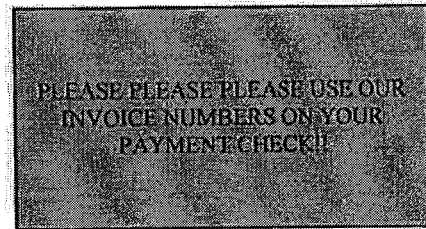
Martel Transportation, LLC

P.O. Box 273
Collinsville, CT 06022

Invoice

Date	Invoice #
2/4/2019	7050

Bill To
Simsbury Social Service Attn :Charlotte FAX: 860 408-7046 933 Hopmeadow Street Simsbury CT 06070



P.O. No.	Terms	Project	Other
	Due on receipt		

Service	Description	Qty Days/Hours	Rate	Amount
1/6/2019	Jump On Board 2 people to Simsbury Library	4	25.00	100.00
1/7/2019	Jump On Board 6 people to Simsbury Senior Center	3.75	25.00	93.75
Total				\$193.75
Payments/Credits				\$0.00
Balance Due				\$193.75



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

November 7, 2018

Mr. Dean Martel
Martel Transportation LLC
P.O. Box 273
Collinsville CT 06022

Re: Dial-A-Ride Contractual Agreement For Services

Dear Mr. Martel:

According to the terms of the Dial-A-Ride Contractual Agreement For Services, dated August 1, 2005, Paragraph C.9, as ~~First Selectman~~ *Town Manager*, I am executing a one (1) year extension regarding said Agreement for a term to expire June 30, 2019. This Extension includes the following change:

1. This Extension includes a two (2%) percent increase.

Therefore, the annual compensation under this Extension Agreement will be \$123,621, or \$10,301/75 per month, less any gasoline and/or diesel usage.

2. Copy of Title VI Contractor Assurances, attached.

Please execute and return one (1) original letter to the Social Services Department.

Accepted by:

Maria Capriola, Town Manager
Duly Authorized

Accepted by:

Dean Martel, Martel Transportation LLC
Duly Authorized

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TOWN OF SIMSBURY

DIAL-A-RIDE CONTRACTUAL AGREEMENT FOR SERVICE

THIS AGREEMENT, effective as of the 1st day of July, 2005, by and between the TOWN OF SIMSBURY, a municipal corporation situated in the County of Hartford and State of Connecticut, hereinafter referred to as "Town" and Martel Transportation LLC, a Connecticut Limited Liability Corporation, with an office in Collinsville, Connecticut, hereinafter referred to as "Vendor".

W I T N E S S E T H ;

WHEREAS, The Town desires to engage the Vendor to transport certain residents of the Town and their baggage in and about the Town or otherwise; and

WHEREAS, the Vendor 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 do agree as follows:

A. Covenants of the Vendor

1. Identification of Passengers - The Vendor shall provide door-to-door service to all Simsbury residents who are sixty (60) years of age or older and/or are disabled and who request such service, and shall do so without charge to such persons. Any others requesting service must be approved by the Town.

2. Method of Transportation - All persons to be transported by the Vendor, under the terms of this Agreement, shall be transported by such vehicles as provided in A.5.a. hereof.

3. Routes - Unless otherwise directed in writing by the Town, transportation of persons under this Agreement by the Vendor shall be limited to the following:

- a. To and from any points in Simsbury;
- b. Any points in Simsbury to and from the following locations:
 - (i) various locations within the Town of Granby - see Exhibit A, attached hereto and made a part hereof;
 - (ii) various locations within the Town of Avon - see Exhibit A; and
 - (iii) Buckland Hills Mall, Enfield Square, and the Shoppes at Farmington Valley in Canton (trips made on 1st, 2nd and 3rd Mondays of month).
- c. Although the Vendor will try to accommodate all requests, medical appointments and food shopping will be given priority.

4. Hours of Transportation - Transportation shall be provided by the Vendor as follows during the term of this Agreement:

Monday through Friday 8:30 A.M. - 4:30 P.M.
Reservations will be taken from 8:00 A.M. - 12:00 Noon
Monday through Friday.

5. Vehicles -

- a. At the commencement of the term of this Agreement and thereafter until changed in the manner hereinafter provided, the Vendor shall utilize only the vehicles described in Exhibit B, attached hereto and made a part hereof, in providing the agreed upon transportation. The Vendor shall be entitled to, at any time during the term of this Agreement, make permanent substitution for any vehicle designated in Exhibit B by another vehicle complying with the terms of this Agreement, providing the Vendor shall give not less than three (3) days written notice in advance to the Town of such substitution.
- b. During the hours set forth in A.4. above, the Vendor will provide two (2) vehicles of those listed in Exhibit B for use as provided in this Agreement.
- c. Each vehicle used by the Vendor under this Agreement shall comply with all Statutes of the State of Connecticut and with the rules and/or regulations of any agency thereof.

d. All vehicles used by the Vendor 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.

e. The Vendor 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.

f. All vehicles used by the Vendor under this Agreement shall have the "Simsbury Dial-A-Ride" sign clearly visible on the outside of the vehicles.

6. Vehicle Operators -

a. All operators of the vehicles used by the Vendor under this Agreement shall be properly licensed to do so under the laws of the State of Connecticut. The Vendor shall submit to the Town, upon request, evidence of such licensing.

b. No person shall operate any vehicle for the Vendor under the terms of this Agreement until the Vendor has furnished the Town evidence of satisfactory results of a physical examination of such person. Evidence of further physical examinations shall be submitted biannually in accordance with Connecticut Department of Transportation regulations thereafter for each such operator as long as such person shall continue as an operator. 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 the Vendor under this Agreement after refusal to take such examination.

c. The Vendor shall furnish to the Town the names of all persons to operate vehicles under this Agreement prior to such operation.

7. Insurance - The Vendor, prior to the operation of any vehicle under this Agreement, shall furnish to the Town evidence satisfactory to the Town that the Vendor is insured with liability insurance written by an insurer licensed to write such insurance in Connecticut in combined amounts up to One Million (\$1,000,000) Dollars, and that the Town is listed in said policy as an additional insured. The Vendor shall, as a condition of this Agreement, maintain in full force and effect such a policy throughout the term of this Agreement and any extension thereof. If said policy is canceled, the Vendor shall,

within twenty-four (24) hours of receiving notice of said cancellation notify the Town of that fact.

In the event of failure of the Vendor 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 the Vendor under this Agreement.

8. Vehicle Registration - The Vendor shall be solely responsible for the proper registration of any vehicles, excluding those vehicles leased from the Town pursuant to B.2 hereof, 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 Simsbury 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, the Vendor acknowledges that it is obligated to comply with this policy and agrees to comply with it.

10. Operating Policies - The Vendor 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 the Vendor in or about the performance of the service, shall be and remain, the employees of the Vendor, and not agents or employees of the Town of Simsbury.

11. Uniform System of Accounts and Records - The Vendor 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.

12. Reports of Financial and Operating Data - The Vendor agrees to cooperate with the Town in the preparation of reports, on a quarterly basis to the Greater Hartford Transit District, of financial and operating data pursuant to Section 15 of the Urban Mass Transportation Act.

13. UMTA/USDOT/State DOT Drug Testing Requirements - All safety sensitive personnel employed by the Vendor 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 Vendor personnel associated with this Agreement, the following applied: pre-employment testing, random testing, and suspicious behavior testing.

The Greater Hartford Transit District will provide a drug testing contractor to provide the services necessary to comply with these regulations.

B. Covenants of the Town

1. Payment by Town - For the performance of the Vendor of the Vendor's obligations hereunder, the Town shall pay to the Vendor the sum of One Hundred Eight Thousand Three Hundred Sixty-four (\$108,364) Dollars to be paid in equal monthly installments of Nine Thousand Thirty and 34/100 (\$9,030.34) Dollars each, covering the first twelve (12) months of this Agreement, July 1, 2005 through June 30, 2006.

Payment hereunder shall be made on or before the tenth (10th) day of each month for transportation furnished in the prior calendar month on the condition that the Vendor furnish to the Town on or before the fifth (5th) day of each month a statement in form satisfactory to the Town of miles travelled by each vehicle as well as all names, addresses and destinations of each passenger in the prior calendar month in the performance of this Agreement.

2. Leased Vehicles - The Town shall lease to the Vendor, for the term of this Agreement, for One (\$1.00) Dollar per year the following two (2) vehicles owned by the Greater Hartford Transit District:

Bus #3, 1997 Ford/E350 Minibus Registration number: 33559
ID #: 1FDKE307VHA67425
Total Capacity: 12 - wheelchair 2

Bus #5, 2002 Ford/E350 Minibus Registration number: 38962
ID #: 1FDWE35F82HB53087
Total Capacity: 13 - wheelchair 2

Both vehicles leased are to be returned in the same condition as received, less normal wear and tear.

The Town shall lease to the Vendor, for the term of this Agreement, for one (\$1.00) Dollar per year the following one (1) vehicle owned by the Town:

Bus #2, 1996 Ford/E350 Minibus Registration number: 32488
ID #: 1FDKE30H0THA93864
Total Capacity: 10 - wheelchair 2

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

C. Mutual Covenants

1. Term - The Term of this Agreement shall commence July 1, 2005 and terminate June 30, 2006.

2. 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 Simsbury to be run on a set schedule, providing both parties agree.

3. Emergency Disaster Assistance - In the event of a natural disaster occurring within the Town of Simsbury, the Vendor shall provide appropriate vehicles, if requested by the Town, at a rate of \$22.65 per hour.

4. Cancellation - Should the Vendor 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.

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

6. Arbitration - In the event of an unforeseen emergency arising during the term of this Agreement, which emergency may cause undue hardship to either party, or in the event of any dispute arising under this Agreement, it is agreed that the matter shall be adjusted 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 rules of the American Arbitration Association at Hartford, Connecticut. 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.

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

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

9. Renewal - This Agreement shall be in effect from July 1, 2005 through June 30, 2006. It may be extended, in its present form or as modified after negotiation, by mutual consent of both parties; and shall be deemed extended in its present form for a further period of one (1) year unless either party has notified the other of a desire to terminate the contract upon its expiration at least sixty (60) days prior to July 1, 2006.

10. 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.

11. 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.

12. 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 can be determined and effectuated.

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

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

The Vendor 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 therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor, anyone

directly or indirectly employed by the Vendor or anyone for whose acts the Vendor may be liable.

In any and all claims against the Town, or any of its agents or employees, by any employee of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor 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 the Vendor under Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals at Simsbury, Connecticut, on the day and year first above written.

In the presence of:

TOWN OF SIMSBURY

By: _____

First Selectman

By: _____

Its _____, Duly Authorized

STATE OF CONNECTICUT)

)ss. Simsbury

June , 2005

COUNTY OF HARTFORD)

Personally appeared, _____, First Selectman of the TOWN OF SIMSBURY, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free

act and deed of the said TOWN OF SIMSBURY, before me.

Charlotte S. Barth
Notary Public
Commission expires: 10/31/2006

STATE OF CONNECTICUT)
)ss. Simsbury June , 2006
COUNTY OF HARTFORD)

Personally appeared, _____, a _____ of _____, duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said Vendor, before me.

Charlotte S. Barth
Notary Public
Commission expires: 10/31/2006

EXHIBIT A

ROUTES:

Town of Avon

Avon Marketplace	380 West Main Street
Dr. Steven Bond	46 West Avon Road
Dr. Lawrence Jacoby	Avon Professional Center
Dr. Ronald Josephson	54 West Avon Road
Dr. Steven Buchbinder	46 West Avon Street
Marshalls	315 West Main Street
Wal*Mart/Big Y	255 West Main Street

Town of Granby

Dr. Stewart Blomquist	50 Hartford Avenue
YMCA	97 Salmon Brook Road
Granby Laundromat	Granby Shopping Center
Geissler's Supermarket	Granby Shopping Center
Stop & Shop	120 Salmon Brook Road

EXHIBIT B

DESIGNATED VEHICLES:

1997 Ford/E350 Minibus Registration number: 33559
ID #: 1FDKE307VHA67425
Total Capacity: 12 - wheelchair 2

2002 Ford/E350 Minibus Registration number: 38962
ID #: 1FDWE35F82HB53087
Total Capacity: 13 - wheelchair 2

1996 Ford/E350 Minibus Registration number: 32488
ID #: 1FDKE30H0THA93864
Total Capacity: 10 - wheelchair 2

Vendor Supplied Vehicles: