

# McCall-Donnelly School District

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Student Transportation Request for Proposals

# Contracted Services

**Jim Foudy, Superintendent**

**12/11/2018**

This document requests proposals from Student Transportation Contractors. The expected length of the contract is five (5) years.

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## **Request for Proposal**

### **Student Transportation Services**

# **Contracted Services**

## **SECTION 1: SELECTION SCHEDULE:**

### **Advertisement of Bid Proposal:**

- Thursday, December 13, 2018
- Thursday, December 20, 2018
- Thursday, December 27, 2018
- Thursday, January 3, 2019

### **Specifications Available**

- Thursday, January 3, 2019

### **Initial Requirements:**

- Mandatory Letter of Intent – Wednesday, January 16, 2019 by 5:00 P.M.
- Mandatory Pre-Bid Conference – Wednesday, January 23, 2019 11:00 A.M.  
Location: 120 Idaho Street, McCall, Idaho 83638

**Note:** To be considered eligible to bid, the Letter of Intent must be submitted and received and the Pre-Bid Conference must be attended.

Deadline for Submission of Bid Proposal – Thursday, February 28, 2019 by 3:00 P.M

Begin Bid Evaluation – Thursday, February 28, 2019 after 3:00 P.M.

Review of Submitted Bid - Transportation Selection Committee

Jim Foudy, Superintendent

Jason Clay, Directors of Operations

Penny Lancaster, Director of Finance

1-McCall-Donnelly Board of Trustee

Tentative Recommendation to Board of Trustees – Monday, March 11, 2019

Tentative Bid Award Date – After March 11, 2019 Board of Trustees Meeting

Vendor to Begin Contracted Service – July 1, 2019

## SECTION 2

### INTRODUCTION:

- A. McCall-Donnelly School District #421 is requesting proposals for Student Transportation Services.
- B. Student Transportation Services in the School District is currently under contract with Harlow's School Bus Service, Inc. of Montana, of Rolette, North Dakota.
- C. The McCall-Donnelly School District may award the contract for Student Transportation Services for a five (5) year period July 1, 2019 – June 30, 2024. The contract entered into by the Board of Trustees for Student Transportation Services shall be in writing and in a form approved by the State Department of Education.
- D. It is understood that the bid shall be awarded to the "Lowest Responsive Responsible Bidder" as determined by The Board of Trustees. Bid award will not be based on cost alone (see Bid Evaluation Sheet), but on a complete evaluation of the entire bid submitted, as per the Bid Procedures and Specifications.

## SECTION 3

### BIDDING INFORMATION:

- A. The successful Bidder will be expected to provide necessary leadership, coordination and cooperation to assure that plans and services are responsive to the needs of the District and service goals are consistent with District and State requirements and all applicable laws.
- B. It is mandatory that all prospective bidders submit in writing a letter of intent, stating their interest in and/or their intent to place a bid. The letter of intent must be addressed to:  
Jason Clay, Director of Operations  
120 Idaho Street  
McCall, Idaho, 83638  
[jclay@mdsd.org](mailto:jclay@mdsd.org)

The letter of intent must be received as an email attachment or by mail on or before Wednesday, January 16, 2019 by 5:00 P.M. The letter of intent must be clearly marked, "**Prospective Bidder for Student Transportation Services**" and include the following:

- Name of Bidder
- Address of Bidder
- Email address of Bidder

- Phone # of Bidder
  - Contact person for Bidder
  - Statement of Intent to Bid and the Request to Receive the Bid Procedures and Specifications
- C. There will be a mandatory pre-bid conference on Wednesday, January 23, 2019 at 11:00 A.M. in the School District Administration Office. This conference will provide bidders with an opportunity to ask questions clarifying any aspect of the bid process.
- D. Four bid proposals must be in a sealed package and be marked “**Bid Proposal For Student Transportation Services**” and be submitted on the forms provided by the District, on or before Thursday, February 28, 2019 by 3:00 P.M. to:  
Jason Clay, Director of Operations  
120 Idaho Street  
McCall, Idaho 83638
- Bids will be publicly opened and read at the designated time. Any bids received after this date and time will be returned unopened to the sender.
- E. The services and equipment required and offered in a bid proposal should meet the needs as described and relating to the number of students transported daily. Only one proposal may be submitted and considered. You may include any special or unique services you plan to provide.
- F. Through a process of inspection and evaluation, all Bidders are responsible for obtaining information related to routing, equipment, ridership, etc. The District will cooperate with all bidders, to the degree possible, in the Bidder’s attempt to obtain information; however, the District will not make any representations concerning the existing bus fleet, bus routes or other operating characteristics under the direction of the present transportation contractor.
- G. The submission of a bid will be construed to mean that the Bidder understands the requirements and that he/she can supply the services specified.
- H. In submitting a bid, the Bidder certifies conformity to all applicable Federal and State laws and regulations regarding school buses, their operation and employment requirements.
- I. Bids received after the date and time of opening shall not be considered. No Bidder may withdraw their bid after the date and time set for the opening, or before the contract is awarded, unless said award is delayed more than 30 days after the submission date of Thursday, February 28, 2019.
- J. Bids will be publicly opened in the District Office on Thursday, February 28, 2019 at 3:00 P.M. All interested persons are entitled to attend the opening. The bid proposal sheet shall be signed with pen and ink by the appropriate person in the Bidder’s

organization. Signatures should include the full name and the office or position held in the Bidder's organization.

- K. A page limitation will be in effect for all Bidders. Bid proposals will be limited to a maximum of 200 pages, including the proposed contract/agreements and bidder's questionnaire. No page shall contain information on more than one side of the paper. Bidder may submit one complete copy of an addendum to their regular BID PROPOSAL. The addendum may contain a copy of Bidder's employee handbook and other ancillary information not provided as a part of the Bidder's regular bid proposal.
- L. Bidder shall submit with their bid proposal the Contract Agreement that they are prepared to execute if awarded the contract. The proposed Contract Agreement must follow the format of the "Model Contract" as recommended by the State of Idaho Department of Education – Pupil Transportation. For reference, see the sample of the "Model Contract" included with these Bid Procedures and Specifications. In the event the contract document submitted by a Bidder contains terms and conditions materially different from those set forth in this Request for Proposal, whether by addition, modification or omission, the District may consider those changed terms during its bid proposal evaluation process. The Bidder must also highlight any changes made to the "Model Contract" so that the changes do not go unnoticed. The District reserves the right to reject any bid proposal that includes material changes to the contract language, which has been included with this Request for Proposal.
- M. No proposal will be considered unless accompanied by a Bid Bond in the form of certified check, a cashier's check, or bid bond executed by a qualified surety company made payable to the McCall-Donnelly School District No. 421 in an amount of 5% of the first years' route cost proposal, as calculated on the Bid Bond Calculation Form. No interest will be allowed on Bid bond. The bond shall be forfeited by the Bidder in the event of failure to fulfill provisions of bid on which contract is awarded.
- N. It is understood the Board of Trustees for McCall-Donnelly School District No. 421 reserves the right to accept or reject any or all bids, to waive any or all formalities in any bid or in the bid process, deemed to be in the best interest of McCall-Donnelly School District No. 421 and no contract exists on the part of the McCall-Donnelly School District until a contract is executed.
- O. Bid proposals received by telephone, fax, e-mail or any other unapproved form, are not acceptable and will not be considered.
- P. To qualify as a Bidder, Bidder must show that it has prior experience in the field of home-to-school, special needs, and activity bus transportation. Therefore, Bidder must provide evidence that it has successfully operated a school bus contract with a public school district and has the ability to fulfill the transportation requirements of the School District.

## SECTION 4

### **BID EVALUATIONS:**

- A. To assure uniformity and facilitate evaluation, all bids must be submitted on the forms provided by the District and made available as described above. Bidder must sign all forms included with the bid, in ink.
- B. It is the School District's intent to determine the "Lowest Responsive Responsible Bidder" through evaluation of various criteria including, but not limited to, price and over all cost of services to be rendered, the quality of local management and operations, company stability, local service reputation, length of time in business, preventative maintenance programs, safety programs, and technology and equipment (buses) that will handle the number of students to be transported daily. The proposals will be evaluated from a standpoint of the Bidder's capability to serve the current needs in a safe and efficient manner and to provide leadership in safety, routing, personnel, etc.
- C. In the interest of McCall-Donnelly School District, consideration will be given to the Bidder demonstrating their accountability and cooperation with the District personnel and that all decisions affecting the school bus transportation operation are being made locally.
- D. Bid proposals will be evaluated by the District's Transportation Selection Committee. The committee will meet to review all documents submitted as a part of each bid proposal. In addition, the District reserves the right to make unannounced visitations to other sites where the Bidder is currently providing services. The District may request interviews with proposed site management personnel of companies submitting bid proposals.
- E. Evaluation of the "Lowest Responsive Responsible Bid" will be based on the criteria listed on the Transportation Bid Evaluation Sheet. Points will be awarded for each item shown based on the criteria as listed with total possible points of 100.

## SECTION 5

### **BID PROCESS COMMUNICATION:**

- A. For purposes of fair, consistent and clear communication, all communication will be in writing, via email. This will apply to any addendums that are necessary, any questions by Bidders, and any requests for clarification by Bidders or other necessary communication. Verbal communication is discouraged, except for the mandatory Pre-Bid Conference. Any and all addendums or responses to Bidder's questions or requests for clarification will be answered in written form posted on the District website. During the bid process and before bids are required to be submitted, should a Bidder find discrepancies or ambiguities in, or omissions from, the specifications, they shall at once notify the School District. At that time the District will post the information for all to see on the district

website. The District will not be responsible for any oral instructions. All written addendums posted on the district website are to be considered in their proposal and do become part of the Bid Procedures and Specifications.

- B. After bids have been opened and read and while being evaluated by the Transportation Selection Committee, discussions may be initiated by the District with Bidders who submitted proposals which have been determined to have potential for possible selection. During this time, any requests for clarification or questions relating to the proposal submitted by the Bidder shall be in writing, via email. Likewise, any responses by the Bidder to the District's requests for clarification or questions shall also be in writing. Verbal communication is discouraged. The School District will be keeping a detailed record of all communications.

## **SECTION 6**

### **PRE BID CONFERENCE:**

- A. In order to remove any doubt regarding the meaning of any part of the bid procedures and specifications or future contract documents, a Pre-Bid Conference between the McCall-Donnelly School District and Bidders is scheduled for Wednesday, January 23rd, at 11:00 A.M at the School District Office.
- B. It is mandatory that all prospective Bidders attend the above pre-bid conference.

## **SECTION 7**

### **PROJECT SCOPE:**

- A. The Contractor will be expected to act as an independent contractor in providing, managing and operating the District's school bus transportation system. The Contractor will be expected to manage the day-to-day operation of the system to assure on-time convenient service. The Contractor will plan and evaluate routes to assure optimal use of system resources. The Contractor will manage vehicle maintenance and transportation facilities to assure safety and efficiency. The contractor will be expected to maintain a strong and positive public image. The Contractor will be required to provide all labor and equipment (buses) required to meet the contract needs and requirements. The District highly encourages the use of local labor force whenever possible.
- B. The Contractor will be expected to cooperate closely with the District in the planning, administering, evaluating and supporting of the school bus transportation system.

## **SECTION 8**

### **CONTRACTOR RESPONSIBILITIES:**

- A. By August 1, 2019, all equipment specified for use as outlined in the bid proposal will be on site. A “late penalty” will be assessed in the amount of \$100 per day, per bus, for each route using equipment not provided in the bid proposal, except as such failure is due to an accident, fire or vandalism.
  
- B. Bidder agrees to furnish and keep all equipment used for the transportation of students in strict accordance with the Federal and State of Idaho standards for school buses. Such equipment shall be maintained in good mechanical order at all times so as to pass the State School Bus 60 Day and Annual Inspection. Buses shall also be kept in a clean and sanitary condition and open to examination by the District at all times. Bidder agrees to administer on all buses used in Contract, an extensive preventive maintenance system which will include, but not be limited to:
  - (1) Pre-trip bus inspections before each trip;
  - (2) Withdrawing a bus from service if a serious defect exists which includes, but is not limited to, steering, brakes, primary vision, exhaust, wheels, and tires.
  
- C. Bidder agrees to provide rates for the required number of buses (regular route, special route, activities and spares). The contractor is encouraged to utilize efficient routing that meets the specifications for number of hours and miles. The following information is provided based on the number of buses currently being used for daily service as follows:

<b>REQUIRED NUMBER OF BUSES</b>	<b>BUSES</b>
Regular Route	11
Pre-School	1
Special Needs	1
Activities	3
Spares 1:4 Ratio	(1: 4)
<b>TOTAL</b>	<b>20</b>

- D. In addition to the number of required regular and special needs route buses, Bidder agrees to maintain sufficient spare buses to be utilized for activity and athletic trips conflicting with the regular home-to-school routes and to be utilized as replacements in the event of a required and/or necessary service or repair. The Bidder shall have one spare bus for every four (4) buses (25%) that the District utilizes in daily route service. Spare buses are to be used to assure reasonable service where normal assigned vehicles are not available for the above stated reasons.
  
- E. By July 1st of each year of this agreement, or upon request by the District, the Bidder agrees to provide information concerning the buses to be provided under this contract,

including the year, make, capacity, and any special equipment. All equipment must be approved for the transportation of students by the State of Idaho Department of Education.

- F. The District reserves the right to inspect, approve, or reject any vehicle. It is in the best interest of the District, that all buses being used for student transportation be in good sound condition not only mechanically, but also in appearance. Due to the negative affect on equipment that climate and the corrosive deicing materials that are sometimes used during the winter in other states, any used bus being added to the fleet from out-of-state, whether at the start of the contract or during the contract period, may be inspected by the District for approval or rejection.
- G. Age of buses shall be determined by the year that is reflected as the body manufacture date. No daily route bus shall be older than 12 years old at the outset or during this contract. The average age of daily route buses should not be more than 10 years old.
- H. All buses must be equipped with 2-way radio communication capable of communication both bus-to-bus and bus-to-office throughout the District boundary. Any additional areas of coverage provided by 2-way radio communication will be taken into consideration by the District during the evaluation of each bid proposal.
- I. Bidder agrees to furnish regular home-to-school route buses with an average maximum rated capacity of no fewer than sixty five (65) passengers. In order to achieve this average rated capacity some buses may seat fewer than this average, providing there is a sufficient number of buses which exceed the average.
- J. Bidder agrees to furnish adequate special needs buses equipped for forward facing wheel chair stations and equipped with a wheel chair lift. Bidder agrees to furnish a spare special needs wheel chair lift bus in case of necessary replacements due to an activity trip or in the event of a required and/or necessary service or repair.
- K. Bidder agrees to furnish adequate special needs non-lift buses equipped as needed. Bidder agrees to furnish a spare special needs non-lift bus in case of necessary replacements due to an activity trip or in the event of a required and/or necessary service or repair.
- L. Bidder agrees to furnish buses equipped with seat belts or other necessary safety restraint devices for transporting pre-school/Child of Dependent Children students (i.e. IMMI, CEW or approved equal seats). These buses must travel into residential areas and should be designed for optimum turning radius for confined area operations.
- M. Bidder agrees to provide a minimum of three (3) buses that can be used for activity trips. These buses will be 72 passenger or greater rear engine transit buses with two (2) full through luggage compartments.

- N. All buses furnished shall be constructed and, at all times when being used to transport students, be equipped and maintained to meet the standard construction of buses approved by the State of Idaho as set forth in the Current Idaho School Transportation Manual.
- O. Bidder agrees to submit the proposed regular bus routes to the District no later than August 1<sup>st</sup> each year for Board approval.

## **SECTION 9**

### **CONTRACTOR PERSONNEL:**

- A. Bidder agrees to supply a primary driver to each route bus. Each driver shall be trained to meet the standards and guidelines set forth by the State of Idaho Department of Education and District regulations. The driver shall meet all ordinary and usual requirements of the position of school bus driver, and other necessary responsibilities to meet the standards of service and performance under the terms of this agreement. These requirements to include, but not be limited to DOT physicals, drug and alcohol testing and criminal history background screening (FBI fingerprinting and Idaho Bureau of Criminal Identification).
- B. Bidder agrees to permit school buses to be operated only by trained and competent drivers who hold valid, proper, and appropriate Commercial Drivers License (C.D.L.) for the operation of school buses in the State of Idaho.
- C. Bidder shall provide trained and qualified adults as bus attendants/aids when required or necessary for special needs buses.
- D. For the protection of the students, drivers and other persons coming in contact with the students must be of stable personality and of the highest moral character. The Bidder will have the responsibility and agrees, that it will not intentionally or knowingly allow any person to drive a school bus whose moral character is not of the highest level, or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Bidder agrees that it will not allow any person to drive a school bus who is not at the time, in a condition of mental or emotional stability.

- E. Bidder agrees to employ, on-site, a full-time Operations Manager/Transportation Supervisor, dedicated to the supervision of the operations related to the student transportation for the McCall-Donnelly School District. Responsibilities to include, but not be limited to, supervision of route planning, the hiring process, driver training (~~including being an Idaho Commercial Drivers License 3<sup>rd</sup> Party Examiner~~). **(amended January 9, 2019)** District relations and school bus maintenance. This Operations Manager/Transportation Supervisor position will be separate from all other positions and shall not have an assignment of a daily route.
- F. Bidder agrees to employ, on-site, a full-time Dispatcher dedicated to the student transportation for the McCall-Donnelly School District. Responsibilities are to include, but not be limited to, the day-to-day supervision of routes and drivers, additional contact for individual schools and the District, taking questions regarding routes from patrons and route assignments. The Dispatcher will be a position separate from the positions of Operations Manager/Transportation Supervisor or Assistant Manager and shall not have an assignment of a daily route.
- G. Bidder agrees to employ, on-site, a full-time Mechanic whose primary responsibility will be related to the supervision of the repairs and maintenance of the school buses and the operation of the shop. The Mechanic will be a position separate from the positions of Operations Manager/Transportation Supervisor and shall not have an assignment of a daily route. The Mechanic shall be on-site and be ASE-certified.
- H. The students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the interest of the children in such transportation shall take precedence over the interest of either the Contractor and its drivers or the District. It is recognized that the primary obligation of the Contractor is to operate its affairs so that the District will be assured of this continuous and reliable service.
- I. Bidder agrees to responsibility for hiring and discharging personnel. The Bidder agrees that it shall enter into no agreement or arrangement with any employee, person, or group which will in any way interfere with its ability to comply with this requirement. The Bidder agrees to insure that all employees will comply with the criminal background check as described in Idaho Code I.C. 33-130, which includes a FBI Fingerprint check and a background check through the Idaho Bureau of Criminal Identification. Notwithstanding the provisions of above, the District shall have the right to require dismissal of any person or driver who in the District's opinion is not qualified to operate a school bus under this agreement.
- J. Due to the nature and varying times of activity and field trips, Bidder agrees to have management staff on-call and available to District personnel 24 hours a day. Bidder is requested to demonstrate the 24 hours access.
- K. Bidder shall provide a detailed staffing plan listing what is appropriate, efficient and effective for the McCall-Donnelly School District operation. Staffing plan should

include positions and a complete wage scale, including expected benefits, for all transportation employees.

## **SECTION 10**

### **STUDENT MANAGEMENT AND DISCIPLINE:**

- A. Bidder shall provide a copy of the student management plan that will be used in dealing with student transportation related discipline issues. The District's student discipline policy may be substituted for or incorporated with the Bidder's student management plan.
- B. Bidder agrees that through its agents and employees, it will endeavor to maintain proper discipline on school buses at all times and shall be responsible for the welfare and conduct of students while on the bus. It is required that a software application be utilized to maintain a database of past and present school bus citations and the related detail.
- C. Bidder agrees to provide a digital video surveillance system for the entire fleet. Each regular route and backup bus will be equipped with 4 video cameras for use in monitoring student behavior on buses. The surveillance system shall be capable of maintaining at least 2 weeks of current video at all times, and be capable of transferring video files via the internet for viewing by Building Administrators.
- D. Bidder shall describe a procedure for how cases of student misbehavior on buses will be reported to the District's respective Building Administrator. All disciplinary matters will be handled in strict accordance with the District policy, including any acts of vandalism to the buses. Bidder agrees to abide by the District policy. Contractor accepts responsibility for documenting, and issuing all student citations. Contractor also agrees to contact parents regarding Courtesy Warnings, 1<sup>st</sup> Citations and 2<sup>nd</sup> Citations. Bidder agrees to forward each student citation to the appropriate Building Administrator for information purposes and disciplinary action. Bidder agrees to cooperate with each Building Administrator and to assist when necessary with the entire process related to student/bus misconduct, citations, and other transportation related disciplinary actions. In no case will the driver eject a student from a bus for misbehavior, unless the student is endangering the safety of other students, or such action has received prior approval from District personnel.

## **SECTION 11**

### **SUPPORT AND FACILITIES:**

- A. Bidder agrees to lease the transportation facilities and property provided by the district and abide by the terms of the lease. A copy of the lease and tour of the transportation facility will be available prior to Bid award. (Facility tour will be available on day of the pre-bid meetings).

- B. Bidder agrees to have competent management and supervisory personnel available between the hours of 6:00 a.m. and 5:00 p.m. (Mon-Fri) or beyond on school days and on weekends and holidays if requested by District. The manager shall be authorized to act on behalf of the Contractor.
- C. Due to the varied schedules of the individual school activities and the unpredictable nature of vehicle breakdowns, bidder agrees to have the shop and technicians available during the evening after 5:00 P.M. and on Saturdays.

## **SECTION 12**

### **INSURANCE:**

- A. Bidder shall, at its own expense, procure and keep in force during the entire term of the contract, liability insurance, for bodily injury or death and for property damage or loss, protecting the District and its Board of Trustees, the Bidder and its drivers and other personnel. Bidder agrees to provide limits of liability of not less than five million dollars (\$5,000,000) per occurrence for bodily injury or death and property damage or loss claims. Bidder agrees to provide District a sexual conduct and abuse insurance, no less than one million dollars for each occurrence. Certificate of insurance evidencing such coverage at designating the District as additional insured.
- B. Bidder agrees to carry at all times and pay the premiums on all Workers' Compensation insurance required in connection with its employees.
- C. Bidder must provide copies of the cover page(s) of the actual insurance policies covering workers compensation, general liability, collision and comprehensive coverage from an insurance company with a minimum A.M. Best rating of "A" during the current rating year. Insurance Company and its Agent must be licensed and authorized in the State of Idaho, under Idaho Code 41, Chapter 10, and pursuant thereby a member of the State of Idaho Guarantee Association.
- D. Bidder agrees to hold the School District and its governing Board harmless and does hereby indemnify District from any and all liabilities, claims, action, demand, or damages arising out of any accident, or injury of any kind involving any child or children or property, while under the supervision of the Contractor, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees.
- E. Prior to the beginning of any contract year, Bidder or its insurance agent agrees to provide to the District, certificate of insurance as verification of above insurance requirements.

## **SECTION 13**

### **ACCIDENT:**

- A. Bidder agrees to notify the Superintendent or a designee by telephone of any vehicle accident involving a school bus while operating for the District. Bidder agrees to forward within twenty four (24) hours of each reportable accident, a written report describing all details of such accident. All accident reports shall be completed and filed in accordance with State laws and regulations and the requirements of the State Department of Education.

## **SECTION 14**

### **ROUTING & TRIPS:**

- A. Bidder agrees to follow District's established policies and procedures regarding student transportation including, but not limited to school commencement and dismissal time, bus arrival and departure times, established bus stops, and current route descriptions.
- B. Bidder agrees to transport children enrolled in the McCall-Donnelly School District that desire to be transported and are in pre-school or in grades K through 12 living more than 1.5 miles from school or in a safety busing zone as designated by the District or otherwise designated by the District.
- C. Bidder shall utilize routing software at the bidder's expenses in order to effectively demonstrate routing efficiency and clearly communicate routes to the district.
- D. Bidder agrees in cooperation with district, to maintain a route list that will provide all students riding buses and will include at least, but not be limited to, name, school, bus stops and times utilizing computerized routing software.
- E. Bidder agrees to provide routing software plus any other transportation related software the Contractor is using (i.e. trip scheduling software) to the District for their use.
- F. The District considers routing to be of paramount importance from the points of view of safety, customer service, public relations, and cost effectiveness. Bidder agrees to schedule all routes with the approval of the District and in accordance with the contract and District Transportation Policies. Bidder agrees to notify the District within a reasonable time of any conditions considered to be unsafe.
- G. In the designation and selection of routes, under the agreement, Bidder agrees to be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Idaho or any of the various cities, towns, or counties located in the district. However, where the safety of students is involved, the District, at its option, may specify that Bidder agree to operate over private roads, conditioned upon obtaining of permission from the affected property owners.
- H. During inclement weather, the District will have the sole responsibility of altering bus routes or canceling bus service for that day. To ensure that the District is able to make a sound decision pertaining to the cancellation or alteration of bus routes the Bidder agrees

to follow the District’s procedure for reviewing road conditions and Bidder is required to provide management staff to assist the District in determining the necessity of closing school due to inclement weather. Bidder further agrees to meet/consult with the District representative regarding road conditions prior to 5:00 A.M. Should bus service be required, Bidder agrees that it will abide by the decision of the District, should it decide to close school early, for any reason, including inclement weather, Bidder, also, agrees that it will abide by the decision of the District. Bidder agrees to provide, in a timely manner, all equipment appropriately equipped and trained personnel to operate under such conditions.

I. Bidder agrees to schedule all routes, for contract purpose, with the approval of the District in keeping with safety requirements and District Transportation Policies. Student time on bus may not exceed: 45 minutes without the prior approval of the District Superintendent or designee. The District reserves the right to alter or add additional routes during a school year.

**J. TENTATIVE ROUTE SCHEDULE TIMES: (APPROXIMATE TIMES)**

<b>SCHOOL</b>	<b>A.M ARRIVAL</b>	<b>P.M. DEPARTURE</b>
MDHS	7:40	3:00
Payette Lakes	7:50	3:18
Barbara Morgan/Donnelly Elementary	7:45	3:07
HHS	7:41	2:45

Note: District reserves the right to make any changes or alterations in this schedule which may be determined to be in the best interest of the District, students or patrons.

**K. TENTATIVE BELL SCHEDULE TIMES (Subject to change annually):**

<b>SCHOOL</b>	<b>A.M. START</b>	<b>P.M. DISMISSAL</b>
<b>SECONDARY:</b>		
McCall-Donnelly H.S.	8:00 am	2:50 pm
Payette Lakes Middle School	8:25 am	3:10 pm
Heartland H.S.	8:00 am	2:50 pm
<b>Elementary:</b>		
Barbara Morgan	8:00 am	2:55 pm
Donnelly	8:00 am	2:50 pm

- L. Bidder agrees to maintain a website that will allow School District patrons to access current route information.

**SECTION 15**

**COMPENSATION AND BILLING:**

- A. In consideration for services rendered hereunder, District shall pay all sums due and owing and calculated in accordance with the rates provided in the bid. Bills are to be submitted to the District by the 8<sup>th</sup> of each month, and will be paid by the 15<sup>th</sup>. Bidder agrees to submit a year-end summary for state reimbursement and must be submitted to the District by Contractor by August 1st each year.
- B. The District or any of their duly authorized representatives shall have access to any of the Contractor's books, documents, or records which are directly pertinent to this specific Contract. Access to records includes the right to review, audit, inspect, and make excerpts and transcriptions. This right may include an annual audit within the scope of this contract.
- C. In the event of a school closure due to weather or any other unforeseen circumstance there will be no compensation paid to the Contractor for days that school is not in session and that school buses do not operate. The School Board reserves the right to adjust the number of school days in a given year.

- D. The bid price is to be adjusted on the first day of the month following a price increase or decrease above or below the base year price of \$3.34 per gallon for gasoline/diesel, provided a price certification is submitted for the increase or decrease price level. The \$3.34 per gallon reflects the best discount price currently available. A one cent (\$.01) per mile for each five cents (\$.05) increase or decrease in gasoline/diesel cost per gallon will be allowed.
- E. Cost of service adjustments for subsequent contract extension years will be based on the Urban Consumer Price Index (CPI-U) calculated from April to April. The relative importance of fuel will be removed from the CPI-U index.

## **SECTION 16**

### **COMPLIANCE WITH LAWS & DISTRICT POLICY:**

- A. During the entire term of contract period, Bidder agrees to comply in every respect with all applicable Federal and State laws, rules and regulations affecting and/or regulating school buses and the transportation of school children.
- B. It is recognized that governmental mandates, whether local, state or Federal, that were unanticipated and/or did not exist at the time of bidding; that might require additional training, retrofitting of equipment or any other requirements that become necessary to fulfill the terms of the contract, might be adopted and effective during the period of the contract. Generally, reimbursement of such cost shall be negotiated between the District and the Contractor. However, if such mandates are qualified to be paid by the State or other governmental entity, the Contractor upon presentation of a statement of costs incurred, will be compensated by the District as normal and necessary transportation costs of the District.
- C. The District shall have the exclusive right and obligation to set standards and/or policies regarding student transportation in general and in particular as to the beginning and ending times, current route descriptions, student management, and all other pertinent policies relating to transportation. Bidder agrees to comply with all policies, rules, standards, and regulations of District applicable to student transportation.
- D. Bidder agrees to comply with applicable Federal and State laws and regulations during instances where the bidder chooses to use the school buses designated for use in the student transportation contract, for commercial transportation. In addition, any such commercial use will be prohibited if it conflicts with fulfilling the obligations and requirements of the school bus transportation contract.

## **SECTION 17**

### **CONTRACT TERMINATION & FAILURE TO COMPLY:**

- A. District Termination: In the event the District desires to terminate the contract it shall give the Contractor written notification of that intent on or before January 15, immediately preceding the upcoming school year. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, the District may terminate the contract by giving a second written notice to the Contractor on or before March 15 of the same year.
  
- B. The District will have cause for termination of the contract based upon the occurrence of one or more of the following events:
  - (1) District has given Contractor written notice of default and the default has not been corrected within a period of thirty (30) days after receipt of the notice, by the Contractor. Contractor will also be considered as failing to comply if the Contractor has not commenced the correction within the stated period of time or is not proceeding with due diligence to correct the default.
  - (2) Contractor is or becomes insolvent.
  - (3) Contractor makes a general assignment for benefit of creditors.
  - (4) Contractor repeatedly refuses or fails to perform and/or supply enough properly qualified drivers and/or buses to fulfill the school bus transportation service required under this agreement.
  - (5) Contractor regularly fails to comply with District transportation policies.
  - (6) Contractor willfully disregards laws, ordinances, governmental rules, regulations, or repeatedly disregards the instructions of the District, which are applicable to the agreement.
  
- C. Contractor Termination: In the event the Contractor desires to terminate the contract it shall give the District written notification of that intent on or before January 15, immediately preceding the upcoming school year. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, the Contractor may terminate the contract by giving a second written notice to the district on or before March 15 of the same year.
  
- D. Upon written notice of cancellation or termination of contract under any of its provisions, District may buy or lease from Contractor, and Contractor by signing this bid agrees to sell or lease to District, any or all regular route and spare buses, which at the time of written notice are then being used by the Contractor for operations in the District. The purchase or lease of the buses will be detailed as follows:
  - (1) Outright purchase of any or all of the buses; and

- (2) Lease, at the District's sole discretion, of any or all of the buses over a period of up to five (5) years, any said periods to be in the sole discretion of the District.
- (3) In the event District exercises the said option to purchase or lease any or all of Contractor's buses, the actual cash value, at date of notification shall be determined by appraisal of three appraisers, one to be selected and paid by the District, one to be selected and paid by the Contractor, and the third by the two said appraisers with the payment for the third appraiser to be shared equally by the Contractor and the District. The value of each vehicle shall be established by a majority vote of the three appraisers. The appraisers shall determine lease payments on any lease using calculations which take into account said values, term of lease, and prevailing rates of interest. District may reject appraisers report as to the lease or purchase price within 15 days of receipt and such rejection shall work to forfeit District's right to the lease or the purchase. Should the District reject appraisers report, District shall reimburse the Contractor for its direct appraisal costs. In the event of a purchase or lease, the Contractor disclaims all warranties, express or implied.

- E. If the Contractor fails to provide the student transportation as provided in the agreement due to strike, work stoppage due to labor dispute, act of God, civil disturbance, fire, riot, war, governmental action, or any condition or cause beyond Contractor's control; no penalty shall be assessed to the Contractor by the District and District shall excuse the Contractor from performance under this contract. Should the Contractor for any reason fail to provide student transportation as provided in the contract, the District may use the Contractor's buses to transport and/or cause the students to be transported by any available means until the Contractor is able to resume its regular operation. If the District exercises the option above, it shall pay Contractor same amount specified in the rate schedule applicable for that year, less all expenses and cost incurred by the District in securing the services of such operating personnel.

## **SECTION 18**

### **PUBLIC RELATIONS:**

- A. Bidder agrees to cooperate with the District to establish and maintain a good public relations program with the community and news media. Bidder agrees to be responsible for answering all inquiries from the public as to bus routes, location of bus stops, and schedules.

## **SECTION 19**

### **PREVENTATIVE MAINTENANCE AND TECHNICIAN IN-SERVICE PROGRAM:**

- A. Bidder agrees to administer a superior preventative maintenance program, which shall meet or exceed the requirements of the Idaho State Department of Education. The

preventative maintenance program and technician in-service program shall be presented to District as a part of this bid.

- B. Bidder agrees to provide a minimum of one full-time mechanic for service and maintenance of school buses. The mechanic shall be on-site and be ASE-certified.

## **SECTION 20**

### **MANDATORY DRUG / FINGERPRINTING / CRIMINAL HISTORY CHECK:**

- A. As a part of this bid, Bidder shall provide proof of having in place a program for mandatory drug/alcohol testing/screening, that meets all State and Federal requirements, for all new hires, mandatory post accident drug/alcohol testing, and random testing of all employees, including providing the District with the name and address of the Bidder's Medical Review Officer (MRO). FBI Fingerprinting and criminal background check through the Idaho State Bureau of Criminal Identification (BCI) will be required for continued employment during the driver training and orientation. Results of background checks must be clear with no Category A convictions (grading of the convictions as per the State of Idaho Department of Education.

## **SECTION 21**

### **SAFETY PROGRAM / DRIVER TRAINING:**

- A. Bidder's school bus driver safety and training program, risk management program, and employee handbook, shall be presented to the District with the bid and shall meet or exceed State of Idaho requirements.
- B. Bidder must describe any plan or program for student bus safety, which they will provide, including, but not limited to the emergency school bus evacuation drills.

## **SECTION 22**

### **REPORTS:**

- A. Bidder agrees to furnish the District information necessary for the District to make transportation reports as needed and/or required to the State of Idaho. Bidder agrees to make other special reports, studies, and surveys regarding student transportation as are reasonably necessary to the District. Bidder agrees to take daily count of students riding each bus to and from school and to provide this information to the District monthly, along with information regarding actual route, shuttle and trip miles. Bidder agrees to provide a year-end summary of ridership, mileage, category, and all other pertinent information, which will allow the completion of the State Reimbursement claim form.

In an effort to assist the District in transportation planning and in monitoring the transportation CAP and its potential effect to the McCall-Donnelly School District, bidder agrees to track and upon request prepare CAP projection reports for District personnel.

### **SECTION 23**

#### **RELATIONSHIP OF PARTIES:**

- A. In the interpretation of this agreement and the relations between Contractor and the District, the same shall be construed as being an independent agreement with the Contractor furnishing transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District.

### **SECTION 24**

#### **ASSIGNMENT OF CONTRACT:**

- A. If the District's transportation should be united or consolidated with that of another school district(s) in the future, then this agreement shall be transferred or extended to or with such a district(s) for such term as deemed appropriate by the Board of Education.
- B. Neither the agreement nor any interest of the Contractor can be transferred to any other person(s) or Contractor/company without the written consent of the District. The request for consent must be in writing and submitted six (6) months prior to the proposed date of change. Any such attempted transfer, without proper notification and District consent, shall void the school bus transportation agreement and will be considered by the District as a willful failure or refusal on the part of the Contractor to perform the agreement according to its terms and conditions.

### **SECTION 25**

#### **SEVERABILITY:**

- A. Should any provision or the application of this agreement be held invalid or unenforceable, the remainder of this agreement and its application, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

### **SECTION 26**

#### **CONTRACT DISPUTE:**

- A. Bidder agrees that any disagreement regarding the interpretation, meaning, or effect of any provision of this agreement may be settled by arbitration or mediation if requested by both parties in writing.
- B. In the event suit or action is initiated to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other such sum as the court may determine reasonable as attorney fees at trial and on any appeal of such suit or action in addition to all other sums provided by law.

## **SECTION 27**

### **CONFIDENTIAL INFORMATION:**

- A. Confidential attachments, data, documentation, or other information supplied by the Bidder to the District shall be utilized in a prudent manner by the District so as to allow Bidder to maintain its competitive operative advantages and trade knowledge. Examples of such documents may be Training/Safety Manuals, Employee Handbook and routing proposals; however, the District shall not be held liable for any breaches of, or relating to, confidentiality, and should such a breach occur, Bidder agrees to hold the District harmless in such a circumstance.

## **SECTION 28**

### **MANNER OF SUBMITTING BIDS:**

Individual Bids are to be Submitted According to the Following Conditions:

#### **A. DAILY TRANSPORTATION SERVICES**

- (1) Bids for regular and special needs routes are to be submitted on a per-route-per-day basis with a four (4) hour minimum. Time will be measured based on departure from bus facility to arrival back at bus facility for each route, while allowing adequate time for pre-trip and post-trip inspections. In instances where the 4 hour minimum is exceeded, for 5 consecutive days in a billing cycle, route evaluation is required.
- (2) A charge for excess hours and miles will be applicable to each route, which runs in excess of the established base hours and/or miles.
- (3) **REGULAR DAILY ROUTE** is defined as transporting a group of students from designated bus stop(s) to school at the beginning of each school day and transporting a group of students from school to designated bus stop(s) at the end of each school day. Bids shall be submitted on a per-route-per-day basis, with an 80-mile-per-day base and a 4.0-hour-per-day base. In instances where the 4.0-hour-per-day base is exceeded the, time will be rounded to the nearest ¼ hour.

- (4) **PRE-SCHOOL ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of student from school to designated bus stop(s) at the end of each school day, the said student or group of students being designated by the District as needing special assistance. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall have the responsibility for maintaining the discipline, safety and welfare of the passengers of the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 70-miles-per-day and a 5.0-hour-per-day base. In instances where the 5.0-hour-per-day base is exceeded the, time will be rounded to the nearest ¼ hour.
- (5) **SPECIAL NEEDS ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students being designated by the District as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall have the responsibility for maintaining the discipline, safety and welfare of the passengers of the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 80-miles-per-day and a 4.0-hour-per-day base. In instances where the 4.0-hour-per-day base is exceeded the, time will be rounded to the nearest ¼ hour.
- (6) **LIFT ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students who are not ambulatory or who are designated by the District as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Buses shall be equipped with lifts to assist in loading wheel chairs. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall have the responsibility of assisting in the loading and unloading process and for

maintaining the discipline, safety and welfare of the passengers on the bus. Bids shall be submitted on a per-route-per-day basis and shall include the assistant. Each route has a base of 80-miles-per-day and a 4.0-hour-per-day-base. In instances where the 4.0-hour-per-day base is exceeded the, time will be rounded to the nearest ¼ hour.

**B. OTHER TRANSPORTATION SERVICES:**

For purposes of the bid process none of the following will include overnight trips. Cost of trips that require an overnight stay will be determined by mutual agreement between district and Contractor before the trip is made. Food for activity bus drivers will be reimbursed at the district established per diem rate. Hotels for drivers will be arranged by the school taking the trip.

- (1) **IN TOWN FIELD TRIPS** are defined as transporting students from school to some other location and back for non-competition activities. Bid shall include a rate per mile calculated as the round trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest ½ hour, allowing time for an adequate pre-trip and post-trip inspection.
- (2) **OUT OF TOWN ACTIVITY BUSING** is defined as transporting students from school to some other location for the purpose of competition. Bid shall include a rate per mile calculated as the round trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest ½ hour, allowing time for an adequate pre-trip and post-trip inspection.
- (3) **STUDENT SAFETY TRAINING** is defined as providing at-school training on bus rider safety and emergency procedures. Training shall include all students K-5 and be done on a classroom basis. A classroom shall not consist of more than 36 students. Bid shall be as a rate per classroom.

## SECTION 29

### **BUS BID FORM A:**

Rates submitted on the Bus Bid Form A are to be used for information purposes by the District in calculating and evaluating the bids submitted and to assist in determining the “Lowest Responsive Responsible Bidder.” **Bid award will not be based on cost alone (see Bid Evaluation Sheet), but on a complete evaluation of the entire bid submitted, as per the Bid Procedures and Specifications.**

The bidder acknowledges that (s)he has read and agrees to all terms and conditions of Bid Procedures and Specifications concerning the McCall-Donnelly School District’s Transportation Requirements. Please see the Department of Education website for typical miles/route.

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SIGNATURE OF BIDDER

**BIDDER'S  
NAME, ADDRESS & SIGNATURE**

I understand that by signing this PROPOSAL I certify the information provided in this PROPOSAL for Student Transportation Services for the McCall-Donnelly School District No. 421 is represented to be truthful and accurate.

COMPANY NAME:

ADDRESS:

EMAIL:

PHONE NUMBER:

FAX NUMBER:

SIGNATURE:

PRINT:

TITLE:

DATE:

**SECTION 30**

**BID BOND:**

Complete the following to determine the bid bond value that must be included with this bid proposal.

	<b>Number of BUSES</b>		<b>RATE</b>	<b>DAYS</b>	<b>SUBTOTAL</b>
Regular-Elem/Second				175	
Pre-School				70	
Special Needs				172	
Lift				172	
Standby					
<b>Total</b>					
<b>Bid Bond % (Multiply)</b>					<b>5.0%</b>
<b>Value Of Bid Bond</b>					

The undersigned agrees that a bid bond payable to the district, accompanying the bid proposal will be left in escrow with the district. Further, undersigned agrees to forfeit the bond if the undersigned defaults in executing the agreement. If the district does not award the contract to undersigned or undersigned does not default, then the bid bond shall be returned to him/her.

\_\_\_\_\_  
SIGNATURE OF BIDDER