Lakeville Area Schools (ISD #194)
District Office
17630 Juniper Path, Suite A
Lakeville, MN 55044

Proposal Reference: **Student Transportation Service**

Submitted By:

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Company Name

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Contact Person

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Phone

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Email

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Title

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Address

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Signature **Date**

Proposal Timeline:

RFP Advertised	**February 10, 2023**
RFP Released	**February 17, 2023**
Deadline for Questions	**February 22, 2023**
Proposal Due Date	**February 24, 2023 at 2:00p.m.**
District Recommendation Date	**March 21, 2023**
School Board Approval Process	**March 28, 2023**
Contract Effective Date	**August 1, 2023**

REQUEST FOR PROPOSAL

Lakeville Area Public Schools is seeking a request for proposal for the information provided below. Please provide a proposal along with your standard terms and conditions for further review. If you have any questions regarding the quote, please contact Susie Jackson in Purchasing at 952-232-2030 or via email at susie.jackson@isd194.org.

1. SCOPE OF SERVICES REQUIRED

Provide cost for student transportation services to certain students identified by the DISTRICT and attending a public school, a non-public or charter school located within the geographical boundary of the DISTRICT or a school, and provide such number of school buses and personnel as required to fulfill DISTRICT's needs for student transportation services as described in this specification for Student Transportation Services.

A) Scope of Transportation Services

1. Regular "To & From" Route Services
• Eligibility as determined by the DISTRICT from time to time
• Number of runs, routes and bus stops to be determined by CONTRACTOR, subject to DISTRICT approval.

2. Special education route and shuttle transportation
• Number of runs and routes to be determined by CONTRACTOR, subject to DISTRICT approval and transportation requirements in Individualized Educational Plans (IEPs).
• The DISTRICT reserves the right to use other methods or contractors to transport out of district students if it so chooses.

3. District Type III Vehicle Operations
• CONTRACTOR shall provide daily oversight and management of the DISTRICT's Type III vehicle usage and operations to include, scheduling, assignment, DISTRICT staff training and certification.

4. Shuttles "between buildings"

5. Shuttles between public and non-public schools

6. Extra-curricular and athletic trips

7. Field and activity trips

8. Summer School

9. Midday Early Childhood Service

B) Nothing in this proposal shall limit the DISTRICT's rights or responsibilities or prohibit the DISTRICT from exercising such rights and responsibilities outlined in the Specification or state law relative to student transportation services.

2. TERM OF CONTRACT

The term of this quote shall commence August 1, 2023 and shall continue through July 31, 2028. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this Agreement.

a) Extension of Term. This Agreement may be extended at the mutual written agreement of the parties for an additional five (5), one (1) year periods upon such terms as identified and described in the Specification of this quote and the Price and Rate Schedule Exhibit A hereto. If either the DISTRICT or the CONTRACTOR does not want to continue this agreement for the extension period, the CONTRACTOR must notify the DISTRICT in writing no later than December 1, 2028, and the DISTRICT shall then proceed with obtaining a new contract through either bid, RFP, or other legal process. All terms and conditions will remain the same except for the applicable compensation adjustments described in this quote and Exhibit A.

3. TRANSPORTATION MANAGEMENT AND OVERSIGHT

The CONTRACTOR, at no cost to the DISTRICT, shall provide Transportation Management and oversight.

4. TRANSPORTATION SERVICES CRITERIA

a) Comply with District Performance Criteria including:

I. Buses will arrive during an "AM" window of 15 minutes prior to the start of the school and/or designated school or program.
II. Buses will be in the designated loading area prior to the dismissal time for the school and depart within 15 minutes after the dismissal bell.
III. Bus loads will not exceed manufacturer's capacity per bus and van.
IV. Reasonable bus loads for secondary and elementary students considering ride lengths and age of students transported.
V. Student Safety will be foremost in all services.

b) Transport in the most cost-efficient manner, charter and non-public students who may be transferred from their route bus and shuttled to and from their school as designated by the District.

c) Comply with District Policies for student transportation, bus safety and video equipment.

d) The District may utilize the state law for voluntary surrender by parents and guardians of the bus privileges, as it deems appropriate from time to time.

e) Service provider shall provide the District on or before the first day of August preceding each contract year with a "service plan for student transportation services", which requires the approval of the District. Service provider shall work with the District's Superintendent of Schools or his/her designee in planning services and otherwise performing the contract. The service plan must include at a minimum the following:

I. Route or routes including bus route numbering, route maps, and route times.
II. List of drivers, both primary and substitutes, and the assigned routes and buses for the primary drivers.
III. List of students assigned to each bus and route, together with grade levels.
IV. List of bus and van equipment that will be used in providing the contract services, along with make, model, manufacturer and current mileage.
V. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
VI. Operating policies and procedures of the Contractor related to their fulfilling the terms of the Contract. Insurance information required as per this Specification.
VII. Provision of services to students living within the areas not eligible for regular bus services as outlined in Fee for Service section.
VIII. Compliance with District performance criteria as outlined in this specification.

f) The Contractor will be required to respond to all public inquiries and handle all daily transportation concerns, except as otherwise provided in this specification.

g) The Contractor will provide a viable smart phone app that functions with both Android and IOS users to be distributed to rider's parents to provide customer support to all transportation users. This app will allow families to track where their students bus location.

5. CUSTOMER RELATIONS PHILOSOPHY

The importance of providing high quality services to students is of paramount importance to the District. The service provider shall describe its customer relations philosophy and its program in this area. The District reserves the right to employ a District employee to coordinate student Transportation services if it deems it necessary for providing quality, efficient bus services, with appropriate cost adjustments made.

6. COMPENSATION AND BILLING

In consideration for services rendered hereunder, DISTRICT shall pay to CONTRACTOR all sums due and owing and calculated in accordance with the rates for services set forth in Specification and Exhibit A attached hereto and made a part hereof, which may be adjusted from time to time as provided herein.

a) Regular To and From Transportation. In consideration for services rendered hereunder, DISTRICT shall pay to CONTRACTOR all sums due and owing for regular to and from transportation and calculated in accordance with the rates set forth in Exhibit A attached hereto, not later than two (2) school days prior to the end of each month during the term of this Agreement.

b) Other Transportation. In consideration for services rendered hereunder, DISTRICT shall pay to CONTRACTOR all sums due and owing for all other transportation services except those addressed in section 3,a. and calculated in accordance with the rates set forth in Exhibit A attached hereto. Not later than the 10th working day after the end of each month during the term of this Agreement, CONTRACTOR will submit to DISTRICT a detailed invoice of its services rendered during the preceding month, after verification of the invoice, DISTRICT shall pay the amount due to CONTRACTOR.

7. FUEL PRICE ADJUSTMENT PROVISION

The DISTRICT will compensate the CONTRACTOR 50% for the cost of fuel during each Contract Year that exceeds the price of $3.50 per gallon excluding the federal fuel excise taxes.

8. CONTRACT SECURITY

The DISTRICT reserves the right, at its sole discretion, to cancel or modify this agreement should conditions occur that the DISTRICT determines requires surety in the form of contract security or other for the performance of this Agreement.

9. PERFORMANCE BOND

The successful service provider may be required to provide performance security in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual cost of services. The decision to require performance security rests in the sole discretion of the District and shall be provided in a form acceptable to the District. If required, the service provider shall deliver the performance security to the District no later than the date of execution of the Contract. This performance security may be waived by the District upon the satisfactory completion of a period of service by the successful service provider.

10. INSURANCE COVERAGE

CONTRACTOR agrees, at its sole expense, to procure and keep in force, during the Term and Contract Year, bodily injury liability, property damage liability and workers' compensation insurance coverage. While the DISTRICT reserves the right to determine the extent of coverage for each item of insurance coverage, the service provider must provide the above referenced insurance with the following minimum limits:

Bodily injury insurance	$1,500,000 combined single limit
Comprehensive property damage insurance	$1,500,000 combined single limit
Umbrella insurance	$5,000,000
Workers' compensation insurance	Per Minnesota Statutes and laws

A certificate of insurance naming the DISTRICT as an "additional insured" must be provided not later than August 1st prior to the start of each school year. Any changes in these insurance coverage and policies should also be provided to the DISTRICT within thirty (30) days of their effective date.

11. TRANSPORTATION EQUIPMENT & OPERATING REQUIREMENTS

a) Buses and Vans

The service provider shall submit a proposed list of buses (service provider-owned) to be used to satisfy this General Specification. All equipment must meet all provisions of this General Specification and must conform to all standards and specifications set forth by the State of Minnesota, Minnesota State Patrol, the Minnesota Department of Education, and all Federal laws and regulations. Buses used on daily routes must have at least a manufacturer's capacity of 71 passengers. Vehicles assigned to daily routes shall be no older at the start of each contract year than:

Conventional buses twelve (12) model years
Vans ten (10) model years

At least fifty (50%) percent of the bus equipment, including replacement and stand-by buses, operating in the District shall not be older than eight (8) years old at the start of each contract year nor average more than eight (8) years old. Service provider may state the terms upon which the District may purchase or lease the equipment used in the District by the service provider, for the purpose of operating its own system at the expiration or termination of the contract.

b) Vehicle Equipment

All vehicles used by the CONTRACTOR shall be equipped with

I. 2-way radios
II. Back-up alarms
III. An External P.A. System
IV. Security Camera System (2 cameras minimum)
V. A swing Gate
VI. Global Positioning System (GPS)

c) Buses and Vans Used for Daily Services for Special Needs Students

The District shall reserve, at its sole discretion, the right to require a bus or Type III vehicle size, as it shall determine to meet the requirements of students with special needs using each vehicle. All vehicles to be used to transport students in wheelchairs shall be equipped in compliance with State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The service provider shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

"Subp. 6. **Special equipment**. Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school

district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
Subp.7. **Wheelchair securement**. A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.
STAT AUTH: MS s 169.449"

d) Replacement and Stand-By Buses

Each Written Quotation shall address the provision for replacement, substitute and stand-by buses, in the amount equal to ten percent (10%) of the total fleet required to serve the terms of the resulting contract and this General Specification for emergencies and bus maintenance. Substitute and stand-by buses required by this provision shall not be older than fifteen (15) model years at the start of each school year during the contract term.

e) Buses for Field Trips, Activities and Athletic Trips

Each Written Proposal shall address the provision for buses, in the amount equal to twenty-five percent (25%) of the total fleet required for co-curricular and field trips under the terms of the resulting contract and this specification. Buses required by this provision shall not be older than fifteen (15) model years at the start of each school year during the contract term.

f) Trailer

The District would like the option of using a trailer with co-curricular and field trips, as the District solely determines, to handle sports equipment, luggage and other bulky items.

12. FLEET MAINTENANCE

a) The service provider shall maintain all equipment in first class condition. The equipment must pass any and all inspections by the Minnesota State Patrol. Every service provider must list its experience with its most recent Minnesota State Patrol annual inspection(s).

b) Proper maintenance of all equipment is of the utmost importance to the District, and therefore the following additional minimum requirements must be met:

I. The service provider must have a maintenance system with preventative maintenance scheduling and inspections.
II. The service provider must be able to supply the District with monthly maintenance reports summarizing all repairs, parts and responsible mechanics.

c) The service provider must also supply the District with a list of the experience of mechanics and maintenance supervisors currently under the service provider's employment, or local providers of such services. Service provider shall also describe its mechanic certification process and requirements if any.

d) The District reserves the right to inspect any and all buses at any time for purposes of assuring the successful service provider's compliance.

13. TERMINAL AND PHYSICAL PLANT

Service provider shall maintain a terminal and physical plant within the boundaries of the District adequate, as determined by the District, for the maintenance and operation of the equipment required. The terminal should be located to provide service within twenty (20) minutes to any part of the District, or that part of the District served if less than the entire District. Should the service provider have a main terminal located not within the twenty (20) minute limit, they should identify the provision of satellite facilities and arrangements within the District to meet the requirements of these General Specifications.

a) The District prefers that route buses be stored under cover.

b) Route buses not stored under cover must be equipped to maintain engine temperatures to ensure prompt starting during periods of extremely cold weather. If not stored under cover, sufficient arrangements must be made to ensure the removal of ice and snow from all buses before the start of daily operations and reducing the chances of condensation, window fogging and icing.

c) Bus maintenance facilities must be adequate to carry on adequate, scheduled maintenance program for the size of the fleet serving the District so that repairs can be made in a timely manner.

d) Suitable driver training facilities and equipment shall be provided.

e) Bus washing facilities must be available for scheduled regular washing to keep vehicles clean and safe.

14. PERSONNEL

DRIVERS

a) The service provider shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Minnesota law and regulations. The service provider shall indicate how it proposes to provide the drivers, knowing that driver turnover occurs. A new successful service provider will be required to offer employment to the qualified existing driving staff of the present service provider, provided they meet insurability requirements, state law, and the Service provider's established standards,

b) Drivers shall be carefully chosen based upon their driving skill and character. At the minimum all drivers must also be pre-screened. Service providers shall provide a description of their hiring process and selection criteria.

c) Each present and prospective bus driver must have his or her traffic and criminal records researched and submit to alcohol and drug screening consistent with applicable state and federal law and District policy.

MANAGEMENT AND SUPERVISION

a) A supervisor and necessary support staff shall be required for on-site management at the terminal. The service provider shall be required to have personnel available to respond to all public inquiries and handle all daily transportation concerns.

1. Manager/Director, and an assistant Manager/Director to act as relief/backup, who has full operational authority to manage all contracted operations. The Manager/Director will have authority to implement all District requests or resolve District problems and complaints. The Manager's/Director's authority will include but not be limited 10: adding or changing routes, increasing or reducing the number of contracted vehicles, hiring, reassigning or terminating drivers and staff, policy, procedures, late buses, accidents, emergencies, maintenance and incidents. The Manager/Director will work closely with the District designated administrator to ensure full compliance with all contract requirements. The Manager/Director or assistant will be available, on-site, between 6:00 a.m. and 6:00 p.m. on all school days.

b) A minimum of three (3) additional full-time supervisory staff are required by the District for safety and appropriate bus operations as follows:

1. Regular Route Dispatcher -The Contractor must employ at least one (1) full time regular route dispatcher and a part-time dispatcher to act as relief/backup, who will dispatch buses, provide daily ongoing assistance to drivers during bus operations in regard to problems, scheduling, routing and be available between 6:00 a.m. and 6:00 p.m. on all school days. The Regular Route Dispatcher must be present in the dispatch office at all times during bus operations, ready and able to respond to emergencies.
2. Special Needs Dispatcher - The Contractor shall employ at least one (1) full time special needs dispatcher and a part-time dispatcher to act as relief/backup, who will dispatch buses, provide daily ongoing assistance to drivers during bus operations in regard to problems,

scheduling, routing and be available between 6:00 a.m. and 6:00 p.m. on all school days. The Regular Route Dispatcher must be present in the dispatch office at all times during bus operations, ready and able to respond to emergencies. This responsibility includes dispatch, route configuration and management, driver assignment, student management, special needs bus management, parent/guardian communications, and District liaison.

3. Field Safety Supervisor -The Contractor is required to employ at least one (1) FTE staff, in the capacity of Safety Director/Coordinator/Supervisor, with responsibilities for daily supervision of safe bus operations and the implementation and management of safety programs to include, but not restricted to driver safety training, student school bus safely training, bus evacuation drills, and any other safety efforts deemed necessary by the District or Contractor. The Field Safely Supervisor will work on a full-time basis exclusively on this District contract for safe bus operations and safety training as an employee of the Contractor. The Field Safety Supervisor shall be physically located in the field during bus operations (not driving a bus route) to ensure appropriate supervision of drivers and aides. A support vehicle shall be provided for this position that is equipped with a two-way radio operating on the same radio frequency as route drivers. The Contractor is required to have safety/route supervisory personnel monitor the performance of drivers through route observation and ride- along observations. It is expected that the amount of time spent on street safety/route supervision will correspond to the number of buses under contract to the District. The Contractor shall comply with all safety provisions of these specifications through the supervision of a Field Safety Supervisor/Safely Coordinator/Director).

c) The Contractor shall have the necessary support staff available on-site at the terminal. The service provider shall be required to have personnel available to respond to all public inquiries and handle all daily transportation concern

BUS AIDS AND MONITORS

The District has required bus aides in the past, as needed, and anticipates the same during the period of this contract. If and when the service provider is requested to provide bus aides or monitors, the District will require that each prospective applicant to be hired by the service provider, have their criminal records researched and a drug screen completed.

BUS DRIVER TRAINING

The District will require that training of new drivers meet applicable federal and state laws and regulations. The service provider shall provide an overall description of the service provider's training process and shall have established in-service programs addressing specific transportation topics including, but not limited to:

a. Proper backing procedures,
b. Railroad crossing safety,
c. Seasonal weather conditions,
d. Behavior based accident prevention,
e. Loading and unloading procedures, and
f. Evacuation procedures.

BUS DRIVER AND STUDENT SAFETY PROGRAM

The service provider shall employ and designate a safety official with primary responsibility to effectively administer and conduct a bus driver safety program and student safety program. The District will assist in the scheduling of student related bus safety programming and activities.

15. STUDENT SERVICES AND DISCIPLINE; RESPONSIBILITIES AND REPORTING

a) The District is ultimately responsible and has authority to determine student eligibility for transportation, consistent with applicable state laws, and to suspend or expel any student from transportation services. Service provider's drivers are responsible only for such discipline as is required to safely and properly operate service provider's buses. Each driver shall handle all disciplinary matters in strict accordance with District Policy. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of the student, other students, the driver or the bus assistant, and then only after radio notice to service provider's terminal and to the student's building principal.

b) Additional procedures and regulations for the administration of discipline, not addressed in the District discipline policies, shall be established cooperatively between district and service provider, and included with the service plan.

c) Discipline problems shall be reported in writing following completion of the route, and the District should receive the report not later than the end of the next school day.

d) The service provider shall provide the District with a monthly report of bus discipline incidents, including date, time of day, bus route, and disposition. The District's designated person shall receive such monthly report not later than the tenth (10"') school day after the close of the month.

16. OTHER PROVISIONS

CONTRACTOR agrees to comply with the following:

a) DISTRICT Student Transportation Policies

The CONTRACTOR will be familiar and will comply with DISTRICT Student Transportation Safety Policy (DISTRICT Policy 709), DISTRICT Videotaping on School Buses Policy (DISTRICT Policy 711) and Student Transportation (DISTRICT Policy 707) and other relevant policies where applicable.

b) Diesel Exhaust

Require operators of diesel-powered school buses to minimize, to the extent possible, idling of school bus engines and exposure of children to diesel exhaust fumes. On or after July 1, 2003, diesel-powered school buses must be parked and loaded at sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems. School Boards may be exempt from this provision, if in their judgment, alternative locations block traffic, impair student safety, or are not cost effective.

b) Force Majeure

In the event CONTRACTOR is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, DISTRICT employee labor dispute, including picketing, strike, or lockout, or any condition or cause beyond CONTRACTOR's control, DISTRICT will excuse CONTRACTOR from performance under this Agreement. A CONTRACTOR employee labor dispute, including picketing, strike, or lockout, or any other condition within the CONTRACTOR's control will not excuse the CONTRACTOR from performance under this Agreement.

c) Independent Contractor

For the purposes of this agreement CONTRACTOR is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find CONTRACTOR, its employee's agents or representatives to be employees or agents of DISTRICT.

d) Assignment
The services contemplated under this Agreement are deemed to be in the nature of personal services. The CONTRACTOR, without the prior consent of the DISTRICT, shall not assign this Agreement. The parties agree that assignment by CONTRACTOR of any sums due and owing CONTRACTOR under this Agreement shall not constitute an assignment of the Agreement.

e) Subcontract
The CONTRACTOR shall not subcontract any of the services required to be performed in this Agreement, unless the CONTRACTOR has received the full prior consent of DISTRICT.

f) Termination
If either party shall violate any of the covenants or duties imposed upon it by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

g) Government Data Practices Act
CONTRACTOR and DISTRICT must comply with the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DISTRICT in accordance with this agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this agreement.

h) Indemnification
CONTRACTOR shall hold DISTRICT, its governing board, officers and employees harmless and does hereby indemnify DISTRICT, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of CONTRACTOR in the performance of this Agreement, 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. The CONTRACTOR also agrees to indemnify and hold the DISTRICT harmless from any claims involving personal injury or property damage arising out of, or in the course of, CONTRACTOR's acts in providing transportation of assigned pupils.

i) **Equal Employment Opportunity Requirement (EEO)**
CONTRACTOR must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by DISTRICT EEO program. Such program must provide EEO opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristics protected under state or federal law.

j) Failure to Deliver & Penalties
If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the CONTRACTOR shall be prevented from carrying out the terms of this Agreement, DISTRICT shall have the right to hire other to continue service, and operating expenses incurred will be deducted from payments owed to CONTRACTOR.

k) Governing Law
This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this Agreement to the "State" shall mean the State of Minnesota.

l) Tax
Service provider will be required to accept liability for payment of all applicable payroll taxes or deductions required by local and federal law, social security, Medicare, and unemployment. Service provider shall pay all taxes imposed on any equipment or service to be furnished, District will have no liability for any tax of any kind imposed on the service provider thereon.

m) State Report Required
The Contractor shall provide the District Executive Director of Business Services with the appropriate information required by the departments and agencies of the State of Minnesota.

n) Substitutions
Substitutions of prior approved buses, personnel, equipment and materials are permitted in the following instances with the prior approval of the District:

a. Provisions that fail to meet this General Specification.
b. Failure of a driver to pass physical examination or meet statutory or regulatory requirements.
c. Failure of any supplier to meet delivery schedule or other conditions of the contract.