

SCHOOL DISTRICT OF TOMAHAWK
1048 EAST KING ROAD
TOMAHAWK, WISCONSIN 54487

REQUEST FOR TRANSPORTATION SERVICES

The School District of Tomahawk ("District") is requesting written proposals for its School Transportation Services ("Services"). The Request for Proposals is referred to as "RFP." No offer or intent should be construed from this RFP that the District intends to enter into a contract with a Contractor, unless the District determines, in its sole discretion, that it is in the best interests of the District to do so. Written proposals are due to the District Administrative Office by no later than 3:30 p.m., Tuesday, May 26, 2009.

Please address any questions concerning this Request to:

Roger Rindo
District Administrator
School District of Tomahawk
1048 East King Road
Tomahawk, Wisconsin 54487

If you do not intend to respond to this RFP, please notify the District Administrator, in writing, at the above address.

1. GENERAL INFORMATION

1.1. The Board of Education of the District will accept proposals for transportation services for a term of three (3) years commencing July 1, 2009 through June 30, 2012, with the option to extend the contract two (2) additional years, within the discretion of the Board of Education.

1.2. The purpose of this RFP is to establish the requirements for the transportation services and solicit proposals from Contractors interested in providing such services. The Contractor shall assume responsibility for the efficient management of such services.

1.3. The District will analyze and evaluate all proposals after formal receipt by the District. Although cost will be a very important consideration, it shall not be the sole factor in evaluating and selecting the Contractor. Proposals/Contractors that in the discretion of the District do not satisfy the qualifications/requirements set forth herein will be rejected.

1.4. The District reserves the right to reject any or all proposals received, to waive any irregularities in proposals, to make adjustments in specifications or quantities, and/or to make selections based on the best interest of the District. The District reserves the right to award a contract to the Proposer that best meets the District's needs, regardless of cost, and further reserves the right to negotiate the terms of the contract with the successful Proposer, to reconsider previously rejected proposals, or to seek additional proposals in the event that the District determines, in its discretion, that an acceptable final contract cannot be concluded with the successful Proposer.

1.5. Any contract between the successful Proposer and the District must be approved by the District's Board of Education.

2. CONTRACTOR PROPOSAL REQUIREMENTS

2.1. Two (2) copies of the sealed proposal must be received in sealed envelopes clearly marked: "School Transportation Services" and addressed as follows:

Roger Rindo
District Administrator
School District of Tomahawk
1048 East King Road
Tomahawk, Wisconsin 54487

2.2. The proposals must be received by no later than 3:30 p.m., Tuesday, May 26, 2009. Proposals received after 3:30 p.m. on that date will be returned unopened. Sealed proposals will not be opened at a public meeting as each proposal will be evaluated by the District based on the requirements of this RFP. The School District Operations Committee will be responsible for reviewing and evaluating the proposals as well as conducting interviews, if determined by the District to be necessary. The Operations Committee will make a recommendation to the Board of Education concerning the proposals.

2.3. In reviewing the proposals, particular attention will be directed by the District toward the following:

- 2.3.1. cost to the District;
- 2.3.2. Contractor experience;
- 2.3.3. references and service capability;
- 2.3.4. safety record;
- 2.3.5. financial condition;
- 2.3.6. reporting systems;

- 2.3.7. management of employees;
- 2.3.8. cost;
- 2.3.9. driver recruitment, training and supervision;
- 2.3.10. availability and quality of fleet and communication equipment;
- 2.3.11. maintenance and vehicle inspection compliance;
- 2.3.12. flexibility and cooperation of the Contractor with the District;
- 2.3.13. terminal and parking facilities;
- 2.3.14. management and maintenance staff experience; and
- 2.3.15. other matters in the interest of the District.

2.4. The District reserves the right to accept and reject any and all proposals or any combination of proposals which would be in the best interests of the District. The School District Operations Committee as well as the Board of Education of the District may, in their respective deliberations, judge the quality and availability of the services proposed.

2.5. Contractors are responsible for their own verification of information provided to them and may visit District sites prior to submission of proposals. Contractors may satisfy themselves upon examination of these specifications, as to the intent of the specifications and extent of services to be provided. After submission of the proposal, no complaint or claim that there was any misunderstanding will be entertained.

2.6. All proposals shall be deemed final, conclusive and revocable, and no proposal shall be subject to correction or amendment for any error or miscalculation. No proposal shall be withdrawn without the consent of the District after the scheduled closing time for receipt of the proposals.

2.7. If the District determines that it is necessary, the District may revise any part of the RFP and provide an addendum or amendment thereto. All such addenda or amendments are to become incorporated into a contract. The District may request the Contractor to make a presentation to the District Operations Committee and/or the Board of Education. Notice of such presentation by the Contractor shall be given to the District at least one week before the date of the presentation(s).

2.8. Prior to commencement of any work, the successful Proposer and the District must enter into a written agreement approved by the District's Board of Education regarding the project.

2.9. The Proposer shall be an independent contractor. Under no circumstances shall Contractor be deemed or construed to be an employee, joint venturer, partner or agent

of the District. Contractor shall have and exercise power and authority over the methods, means and details required in performing its obligations. Contractor shall pay, and the District shall have no obligations, responsibility, or liability for Contractor's costs and expenses of any type in performance of Contractor's obligations under the agreement with the District.

2.10. The selected Contractor will be required to begin service on or before July 1, 2009.

3. PRE-PROPOSAL INSPECTION/PROPOSAL FORMAT/BASIC INFORMATION

3.1. Contractors must carefully examine this RFP and the specifications as to all conditions and matters that could in any way affect the services or costs of services and matters related to its response to the RFP.

3.2. The District recommends the Contractors submitting proposals review the District's current routes in order to become familiar with the District's expectations as well as what is expected as described herein. Current route maps for the current school year will be available at the District Administrative Offices.

3.3. Required Proposal Format. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

3.3.1. Contractor Letter of Transmittal. The letter of transmittal must include:

3.3.1.1. An introduction to the Contractor which would include a statement of history of the Contractor.

3.3.1.2. The name, address and telephone number of the person to be contacted along with all others who are authorized to represent the Contractor in dealing with the RFP and the District.

3.3.1.3. An expression of the Contractor's ability and desire to meet the requirements of the RFP.

3.3.1.4. Any other information not contained in the proposal itself that the Contractor considers pertinent to the Contractor's response to the RFP.

3.3.2. Executive Summary. The executive summary should include:

3.3.2.1. A description of the Contractor's approach to the proposal and a clear indication of any options or alternatives.

3.3.2.2. A statement of any major requirements that cannot be met by the Contractor.

3.3.2.3. Highlights of the competitive facts and features of the proposal in non-technical terms and any supporting information considered pertinent and a response in writing to the information requested including basic Contractor requirements and information, transportation specifications, and responses to requested information and questions of the District.

3.3.2.4. The executive summary should enable the District to promptly determine the essence of the proposal and how well the proposal meets the requirements of the RFP.

3.3.3. Basic Contractor Requirements and Information. The following conditions must be met at a minimum and addressed in the proposal to be considered by the District. (Please include responses to requirements and supporting data in this section of the proposal). The Contractor must be of sufficient size and expertise to furnish the resources needed to provide District school transportation services. Please provide all of the following:

3.3.3.1. Evidence of the Contractor's current licensure to do business in the state of Wisconsin.

3.3.3.2. The state(s) that the Contractor is currently authorized to do business in.

3.3.3.3. The names of the current officers or principals of the corporation/business entity that would provide the services.

3.3.3.4. Evidence that the Contractor has been doing business of student transportation for five (5) consecutive years or more with Wisconsin school districts of a size similar to the District.

3.3.3.5. Copies of your most recent annual reports or certified financial statements prepared by a licensed public accountant. If the Contractor is considered a finalist in the evaluation process, annual reports or financial statements for the previous two (2) years may also be requested.

3.3.3.6. A current certificate of insurance in the amounts and types set forth in this RFP.

3.3.3.7. The name of a representative of the Contractor who will be available to the District's Administration and accountable to the District's Administration for the day-to-day management of the school transportation services to the District.

3.3.3.8. Have you ever defaulted on a "yellow bus" school transportation contract? If yes, attach an explanation.

3.3.3.9. Attach a list of your transportation contracts with other schools and school districts for the past five (5) years. (If requested by District, provide a copy of such contracts to the District).

3.3.3.10. Attach a list of references and such contact personnel that the District may contact relative to your performance of school transportation services as well as those set forth in 3.3.3.9, above.

3.3.3.11. Attach a statement explaining the background and experience of the personnel that will be working directly with the District concerning transportation services to this District.

3.3.3.12. Furnish written evidence from lending institutions, preferably banks, of the Proposer's credit availability.

3.3.3.13. The District may request additional information after proposals are opened.

3.3.3.14. The signed and notarized Affidavit set forth in Section 6, hereof, together with responses to the questions and requests for information in this RFP.

Proposals and services provided must adhere to the legal obligations and requirements as set forth in federal and state law and regulations including but not limited to § 121.51 through § 121.58, Wisconsin Statutes.

4. TRANSPORTATION SPECIFICATIONS

4.1. General Information

4.1.1. The Contractor shall provide and furnish all buildings and sites, materials, labor, and equipment necessary to transport all eligible public and private school pupils to and from their homes and their respective schools for the period of time hereinafter specified. The Contractor shall make buses available at all reasonable times to the District for the purpose of transporting the District's pupils, pupils of other schools, and staff to other points and destinations for such special field trips, athletic trips, and curricular trips as may be requested by the District.

4.1.2. The Contractor shall, at its expense, procure and maintain in effect any and all licenses, permits and certifications, which are or may be required by the regulatory bodies for the performance of student transportation services.

4.1.3. The Contractor shall assume all costs of the transportation operation, including but not limited to costs for purchase of buildings and sites, vehicles, hands-free cell phones, two-way radios, fuel, maintenance, unemployment and all other required insurances, supplies, accessories, salaries, benefits for drivers, mechanics and all other transportation employees.

4.1.4. The Contractor shall have exclusive rights to the transporting of students authorized by the District to and from school daily in yellow school buses under the terms of the busing contract. However, there shall be no restrictions to prevent the District, at its option, to transport students in private cars, taxi cabs, or school owned vehicles, or to contract with individual parents to transport their own children. The District reserves the right to expand or reduce daily transportation services to meet the needs of the students in the District.

4.2. Term of the Contract

4.2.1. This contract shall extend for a period of three (3) school years. It shall commence on July 1, 2009, and end on June 30, 2012, and shall include school years 2009-10, 2010-11, 2011-12. The contract may be extended, at the District's discretion, for two additional years, to include the 2012-13 and 2013-14 school years .

4.2.2. Currently, the normal school year for the District contains 178 transportation days. There will be no cost to the District for transportation on days when school has been cancelled because of inclement weather or any other situation or act of God beyond the control of the District.

4.3. Payment. All invoices of the Contractor to the District must be thoroughly documented as determined by the District and are due by the 15th of each month for services performed during the previous month. The District will agree to pay all properly completed invoices within five (5) working days of their receipt. The cost for transportation not used resulting from inclement weather, acts of God, or other situations that are not made up, will be deducted from the monthly payment.

4.4. District Responsibilities

4.4.1. The District shall supply to the Contractor the names, addresses, telephone numbers, grade level, and school placements for all public and private school students transported by June 15th of each year. Additions and deletions to the original lists will be called in to the Contractor, as they become known during the summer and the school year.

4.4.2. The District shall supply to the Contractor the names, addresses, telephone numbers, special services needed, and school placements for all special education students by July 15th of each year. Additions and deletions to the original lists will be called in to the Contractor, as they become known. It is anticipated that there will be frequent address changes for special education students every year.

4.4.3. The District will supply several forms to the Contractor at the beginning of each school year. These will include public and private school district calendars for all drivers, student misconduct forms, rules and regulations for all students, and District transportation policies and procedures.

4.4.4. The District will provide to the Contractor at the end of each school year a listing of all starting and closing times for the public and private schools.

4.4.5. The determination as to when road or weather conditions are such as to make it impossible to transport pupils shall be made by the joint and mutual agreement of the Contractor and the District Administrator/Designee. The final decision will be made by the District Administrator/Designee. All efforts will be made to have a decision on school closing or late start by 5:30 a.m. The District will contact radio and television in the event of closures or delays.

4.4.6. The District will not assume liability for the vandalism of Contractor's equipment, but will cooperate should its students be suspected of vandalism to such equipment.

4.4.7. The District will prepare guidelines outlining proper and improper bus behavior and will distribute these to all riders at the beginning of each school year. For infractions of the rules, the driver will prepare Bus Conduct Reports and turn them into the school office. The building principals or assistant principals are responsible for disciplining the students and will distribute copies of the Bus Conduct Reports to notify both drivers and parents what action will be taken.

4.5. Contractor Responsibilities

4.5.1. Contractor shall furnish to the District at the beginning of each school year, a listing of names, addresses, and telephone numbers of all drivers, along with the routes they will be driving. This listing should be updated as needed. The District reserves the right to request of the Contractor that drivers be reassigned or replaced if in the opinion of the District they are unsatisfactory in their assignment.

4.5.2. Contractor will be responsible for proper supervision over the drivers to insure that the routes are being run correctly and on time. Also included in this supervision should be an annual evaluation of all drivers in the areas of driving competency, understanding of all laws, regulations, and District policies.

4.5.3. Contractor must immediately notify the District Administrator when any accident has occurred (pursuant to applicable law including but not limited to state statutes - 121.53(6), 346.69, 346.70(2) (3)).

4.5.4. Contractor shall be responsible for conducting emergency evacuation drills twice per school year on each route. The drivers will be required to complete verification forms listing the date, time, and location of the drills.

4.5.5. Contractor shall provide to the District all necessary information, which is needed in the preparation of reports as required by state agencies or the District. The Contractor will also be called on to measure the distance from home to school for each student. A mileage list (or other information) required for the

Department of Public Instruction Transportation report is to be submitted to the Business Office at the end of the 2nd quarter and 4th quarter.

4.5.6. All buses will be supplied by the District with video camera housings and the wiring necessary to operate video cameras while such buses are in operation. Such equipment is the property of the District and is to be immediately returned to the District by the Contractor at the expiration or termination of the agreement.

4.5.7. Contractor will print individual student bus schedules for all District and private school students eligible for busing. The Contractor will generate these schedules from the bus routing and scheduling software. The individual bus schedules will be delivered to the Administrative and Educational Center for mailing during the second week of August prior to the start of each school year.

4.5.8. By August 21st of each year, the Contractor must provide for the District a complete set of proposed route maps for all regular education routes. The final version of the route maps will be due by September 30th of each year. Along with this must be included a timed listing of all stops for both regular education and special education routes.

4.6. Regular Education Routes

4.6.1. The Contractor will be responsible for all routing and scheduling involved in the student transportation system. The routes will be prepared according to District standards for length of ride, walking distance to meet the bus, and comfortable seating capacity. Whenever students are added, dropped, or have address changes, this information shall be provided to the Contractor on a timely basis. The Contractor will be responsible for implementing the change and maintaining the new route schedules. The changes will be communicated to the Contractor via fax of the request for transportation.

4.6.2. The Contractor will be responsible for maintaining up-to-date route descriptions. These will be presented in writing to the District at the end of the 2nd quarter and the end of the 3rd quarter of the academic school year, and again by September 30 of each year. The Contractor will be charged with the responsibility of maximizing efficiency when setting up bus routes. There must be a continuing effort to combine routes whenever possible.

4.6.3. The Contractor will be required to establish all routes and maintain accurate student ridership data.

4.6.4. A total of twenty (20) buses are currently needed for all regular education transportation. Currently the route mileage is approximately 1561 miles per day. All mileages used in this contract are route miles only, measured from first pick-up to last stop.

4.7. Special Education Routes

4.7.1. The District currently transports special education students separately from regular education students. All pick-ups are individualized and none of the students are required to gather at cluster points. Currently, the total daily mileage is seventy-two (72). Currently, approximately ten (10) handicapped students ride the special education buses, one (1) of which is transported in a wheel chair.

4.7.1.1. Because the special education students have special needs, the District will determine if aides are needed on the special education buses.

4.7.1.2. The drivers on the special education buses will be required to complete both CPR and first aid courses before they can transport handicapped students.

4.7.1.3. All buses used for the special education routes will be equipped with seat belts.

4.8. Curricular/Co-Curricular/Extra Curricular Trips

4.8.1. This category involves providing yellow bus transportation services for the District's athletic teams, musical groups, debate and forensic teams, and other groups. It also involves providing school bus transportation for field trips both during school hours and/or extending beyond school hours or on non-school days.

4.8.2. Most buses used in this category are seventy-two (72) passenger capacity buses. There are also some groups with fewer numbers of participants where smaller buses would be needed. The majority of the athletic trips are at the end of the day and tend to interfere with the regular and special education route buses taking students home from school. Buses cannot be taken off daily routes to provide this service. When field trips are taken that extend beyond the normal daily dismissal time, buses other than daily route buses must be scheduled.

4.9. Summer School Routes. The District will need yellow school buses during the month of June for summer school programs. This includes buses needed for regularly scheduled route work and for summer school field trips.

4.10. Terminal Requirements

4.10.1. The Contractor will be required to establish a terminal and base of operation within the boundaries of the District.

4.10.2. The terminal shall include as a minimum the following features:

4.10.2.1. A fully equipped maintenance shop adequate to service a fleet of our size. It is felt that the terminal should include a minimum of two (2) service bays.

4.10.2.2. Adequate office space and telephone area with a minimum of two (2) incoming lines.

4.10.2.3. Adequate bus washing facilities available.

4.10.2.4. Hands-free cell phones and rechargers or Base station for the radio dispatch for all buses.

4.10.2.5. Ability to make arrangements for adequate facilities for bus driver in-service.

4.10.2.6. The terminal facility should have the capability to fuel buses or contract with local stations.

4.10.2.7. Yard space and electrical hook-ups for all vehicles.

4.10.2.8. Computer terminal with modem as required by the District.

4.10.2.9. Fax machine.

4.11. Communications and Public Relations

4.11.1. An important area in the transportation services is that of providing information for and communicating with the public. The transportation Contractor for the District is expected to be the first point of communication with parents and students when they call to ask questions or when they need assistance in a busing matter.

4.11.2. All District and private school families who are eligible for busing by the District will receive an individual bus schedule for each eligible child by mail in mid-August. The Contractor will generate these schedules from the bus routing and scheduling software. The District will mail the schedules to the families. In addition, the schools will often refer callers to the Contractor.

4.11.3. All prospective Contractors should be aware that they would spend a substantial amount of their time communicating with the public. The contract will require that the bus terminal phone system has minimum of two (2) incoming lines and that adequate personnel are available to answer the phones. The peak months for parent calls are July, August, and September.

4.11.4. In all cases, the Contractor will be expected to treat all callers with dignity and respect and to provide cheerful assistance whenever possible.

4.12. Computer Routing and Scheduling Requirements

4.12.1. The School District uses Skyward software for student management.

4.12.2. As a part of this RFP and a contract, the successful Contractor will agree to purchase and/or implement a computerized routing and scheduling program that is compatible with the hardware and software run by the District.

4.12.3. This system must be able to schedule buses, optimize routes, provide lists of routes, student ridership, time of stops, and distance from home to school. It must also be able to provide estimated route information for any District boundary planning projections. All of this information must be available to the District upon request in both printed form and on a compatible computer storage disk.

4.12.4. It is essential to be able to quickly and simply share data and information with our busing Contractor. Therefore, the District will provide, upon request, certain student data both in printed format and on disk. The successful Contractor will be responsible for maintaining the automated District map and will provide that data to the District at least annually or upon request. Such data is that of the District and shall only be used for providing transportation services. Such data shall be returned to the District immediately upon the District's request.

4.12.5. The busing Contractor must furnish all software, hardware and training necessary to implement the District's required computerized routing and scheduling system. This system must be in place and fully operational prior to the start of the 2009-10 school year.

4.12.6. Student data will be treated as confidential information and will not be given or sold to any third party by the Contractor.

4.13. Bus Company Personnel

4.13.1. The Contractor shall employ appropriate personnel to adequately perform the duties of the terminal.

4.13.2. It is essential in an operation of this size that these are highly trained and experienced individuals who must be capable of maintaining a student transportation system of the highest caliber. The terminal manager must be a full time, yearly employee of the Contractor with a minimum of three years experience in the student transportation field.

4.13.3. The Contractor will employ fully trained bus mechanics with school bus (ASE) certification to adequately service the vehicles used for the District.

4.13.4. The Contractor is required to perform background checks on its drivers to ascertain that the personnel have engaged in no conduct that substantially relates to the performance of their duties in providing bus transportation services to pupils under the contract with the District. Contractor must abide by all laws and regulations related to school bus drivers.

4.14. Vehicle Requirements

4.14.1. The successful Contractor shall provide the appropriate number and size of vehicles needed for this transportation system. All vehicles must meet the specifications as prescribed by the federal government, the Wisconsin Department of Transportation, Wisconsin Department of Public Instruction, and the District.

4.14.2. The standard size buses needed to provide regular education transportation services are seventy-two (72) passenger capacity. Approximately sixty (60) percent of the vehicles should be seventy-two (72) passenger capacity. All buses of thirty-five (35) passengers capacity or larger used in this service will be diesel powered.

4.14.3. The buses needed for special education routes can vary in size from twenty-one (21) passenger capacity to fifty-three (53) passenger capacity. All buses of thirty-five (35) passengers capacity or larger used in this service will be diesel powered. Approximately one (1) bus must be equipped with powered wheelchair lifts and inside mounts for wheelchairs. The following wheelchair and walk-on capacity buses shall be provided:

Wheelchairs must be secured with a four-point tie down system and the mounts must be configured to allow all wheelchair students to be seated in a forward facing position. Wheelchair passengers must be separately fastened to the vehicle through a lap and shoulder belt system similar to Q-Strait. The wheelchair buses must also have some conventional seating for some ambulatory riders.

4.14.4. No buses used in the operation of this service shall be more than ten (10) years old. The average age of all buses in the fleet cannot exceed five (5) years. The Contractor will be required to provide the District with an inventory of its fleet of vehicles, specifying the chassis, body, age, size, and serial number. This shall be provided by September 1st of each year and must be updated as vehicles are replaced or added. Age of the vehicles shall be determined by the age listed on the school bus title.

4.14.5. The Contractor must provide one spare vehicle for every six (6) route buses. All spare buses must be maintained in the same manner as the regular route buses and are subject to the above age requirements.

4.14.6. All buses used in this transportation service must be equipped with hands-free cell phones or operable two-way radios. An adequate number of cell phones or spare radios must be available so that no routes or trips are made without the possibility of communication with the vehicle. If the Contractor uses radio network communication, a base station is required at the terminal and must

own or lease a tower facility. The radios should be 25-watt capacity and should be equal in quality to Motorola or Midland.

4.14.7. All buses used in the operation must be equipped with electrical engine heaters. The electrical engine heaters are required to be used in cold weather. The buses must be plugged in whether they are kept at the terminal or are on home dispatch. This will not be required if the vehicles are housed indoors overnight.

4.14.8. All buses must be equipped with 360-degree white strobe lights, which will be operated in accordance with the state regulations in which the bus is operating.

4.14.9. All buses are to be maintained in excellent mechanical condition so as to meet any and all requirements of the Federal Government and the Wisconsin Department of Transportation at all times. They shall be kept neat and clean inside and outside at all times. All buses should be washed at least every two weeks.

4.14.10. All buses must be inspected and approved for use by the Wisconsin Department of Transportation annually, and each bus shall have on board a current inspection certificate. The District will be provided with copies of all inspection reports.

4.15. Drivers and Training

4.15.1. All buses shall be operated at all times by trained, competent and prudent drivers who will meet the requirements for school bus drivers as set forth by the Wisconsin Department of Transportation. In addition, all drivers will be required to follow all District transportation policies and regulations.

4.15.2. The Contractor will be required to establish and implement a screening, hiring, and training program that includes, as a minimum, the following steps:

4.15.2.1. Driver completes a written application form that is provided by the Contractor.

4.15.2.2. Contractor conducts a record check on the applicant's driving record. Contractor must also insure that the applicant has had no conviction of any matter that substantially relates to a position in school transportation services. Contractor is responsible for compliance with all State and Federal laws, rules and regulations including but not limited to § 121.51 through 121.58, Wisconsin Statutes.

4.15.2.3. Contractor conducts a check of the applicant's references.

4.15.2.4. Applicant has an interview with the terminal manager to determine the applicant's aptitude for the job.

4.15.2.5. Applicant must prepare for and pass a written Commercial Drivers License test.

4.15.2.6. Applicant applies for drivers permit.

4.15.2.7. Contractor must provide a minimum of fifteen (15) hours of behind the wheel training for each applicant.

4.15.2.8. Applicant must pass the road test and obtain a commercial drivers license plus all appropriate endorsements.

4.15.2.9. Applicant must pass a physical exam, at the Contractor's expense, as prescribed by the Wisconsin Department of Transportation. All applicants will be required to pass a pre-employment drug test before being hired. Drivers will be also expected to participate in any monthly random drug testing conducted by the Department of Transportation.

4.15.2.10. Contractor must provide a minimum of fifteen (15) hours of route training, safety training, assertive discipline training, and defensive driving training. All drivers will be First Aid and CPR certified.

4.15.2.11. The Contractor will be responsible for conducting two behind the wheel evaluations on each driver per year.

4.15.2.12. All drivers, and mechanics will be required to attend monthly safety meetings conducted by the Contractor. All employees will be paid for their attendance.

4.15.2.13. Contractor will train its drivers in first aid as well as management and control of student behavior on school buses.

4.15.3. Contractor shall recognize its responsibility to the District for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard the bus. The District shall have written policies pertaining to the discipline of students for conduct while being transported by the Contractor.

The following responsibilities shall be performed by all drivers employed by the Contractor:

4.15.3.1. Bus drivers have the responsibility for maintaining proper discipline on their buses.

4.15.3.2. Student behavioral problems which develop on buses will be reported to the Contractor and the building principal for appropriate disciplinary action. A written Bus Conduct Report Form will be utilized for this purpose.

4.15.3.3. The bus driver, Contractor, and building principal will counsel and work with pupils who have been reported to the principal.

4.15.3.4. The bus driver is not authorized to remove students from the bus except in emergency circumstances when a student is endangering the safety of the other riders. In these cases, the student may be denied transportation privileges either at the bus stop or at school. If such action is taken, the driver must notify the bus terminal immediately. The bus terminal will immediately notify the student's school and the school District's transportation supervisor.

4.15.4. After each trip, all drivers are required to check the entire bus for students and/or any articles that may have left behind. The District prefers an electronic system.

4.16. Indemnity. The transportation contract to be entered into between the successful Proposer and the District will contain an indemnity and hold harmless clause similar to the following:

Contractor shall indemnify, hold harmless and defend the District, its Board members, officers, employees and agents, individually and in their official capacity, from any and all demands, claims, damages, costs, fees, including actual attorneys' fees, judgments, awards, and any other sums due or claimed to be due arising from or relating in any manner to Contractor's (including its employees, officers or agents) performance or non-performance of its duties or responsibilities under the Transportation Agreement.

4.17. The transportation contract will contain additional provisions including, but not limited to, default provision, termination and remedies provision, arbitration provision and non-assignment provision.

4.18. Assignment. The Transportation Agreement may not be assigned by the District or the Contractor without the prior written consent of the other party.

4.19. Escalation Clauses. Vehicle rates per day for the second and third years of the contract, as well as any additional years extended at the District's option, will be adjusted in accordance with the annual variation shown in the Consumer Price Index (for all urban consumers, all items less energy category - U.S. city average). The maximum allowable percentage increase in any one contract year will be 6%. The minimum percentage increase in any one contract year will be 2%. For the successive years of the contract, the percentage variation up to 6% in such Consumer Price Index from June of the previous year to June of the current year will be added to the then existing vehicle cost per day.

4.20. Insurance.

4.20.1. The Contractor shall at all times provide, have in full force and effect, and pay for public liability, property damage, medical coverage, and uninsured

motorist insurance for all vehicles that it operates in compliance with all requirements of Wisconsin law. The Contractor shall provide the following minimum coverage:

\$10,000,000 Combined single limit for bodily injury and property damage per occurrence.

\$5,000 Medical payments per person, per occurrence.

All insurances shall comply with requirements of all of the laws of the State of Wisconsin including but not limited to § 121.53, Wisconsin Statutes.

4.20.2. Policies providing the above described insurance coverage shall include the District as an additional insured. All insurance coverage shall be obtained from an approved insurance carrier authorized to do business in the state of Wisconsin. No policy shall be cancellable in the absence of a minimum of thirty (30) days notice to both the Contractor and the District. Within fifteen (15) business days after each policy renewal date, the Contractor shall provide the District with a Certificate of Insurance demonstrating Contractor's compliance with all the provisions concerning insurance.

4.20.3. Certificates of insurance shall be filed at all times with the District during the period of this contract and any cancellation thereof shall be made only after written advance notice of thirty (30) days to the District.

4.20.4. Workers Compensation Insurance. Contractor shall maintain workers compensation insurance covering its employees in amounts as required by the State of Wisconsin.

4.20.5. Unemployment compensation insurance for Contractor's employees as required by the State of Wisconsin.

Proposer must also submit its written responses to the following with its RFP:

**ADDITIONAL SUPPORTING INFORMATION AND
DOCUMENTATION**

5. Please respond to the following items. Additional pages or supporting documents may be used in the completion of this proposal.

5.1. **Safety Record** (List)

5.2. Driver Recruitment, Training and Supervision

5.2.1. Please describe your driver recruitment process.

5.2.2. What is your driver training program, including the amount and span of time involved, and the trainer experience level? Please submit any written materials that are given to drivers.

5.2.3. What is your driver supervision process? How does communication with drivers occur? What evaluation process is used?

5.2.4. Provide copies of the following documents:

- Current employee handbook (Personnel Policies) and Collective Bargaining Agreement.
- Insurance Certificates sufficient to satisfy requirements stated in RFP.
- Most recent inspection reports for all buses the Contractor expects to use in performing service under the RFP.

5.3. Quality of Fleet and Communications Equipment:

5.3.1. Please describe the communications equipment that would be used: base station and mobile units.

5.3.2. Attach listing of your bus fleet of vehicles specifying:

- Chassis
- Body
- Age
- Size
- Serial Number
- Passenger Capacity

5.4. **Maintenance and Vehicle Inspection Compliance:**

5.5. **Flexibility and Cooperation of Contractor:**

5.6. **Terminal and Parking Facilities**

5.6.1. Where are/will the facilities be located?

5.6.2. Will the facilities be used for service to other transportation contracts? If so, what other contracts?

5.6.3. How many repair bays are included in the facilities?

5.6.4. Do the facilities have the capability of exterior bus washing?

5.6.5. How many bus parking spaces are included on the site(s)? How many are covered? How many are not covered?

5.6.6. If you currently do not have facilities, please provide plans for facilities.

5.6.7. Please describe the overnight security measures you provide for your fleet.

5.7. **Management and Maintenance Staff Experience:**

5.7.1. Provide the number of your mechanics, their experience level, and their certifications.

5.7.2. What person or persons will handle dispatch duties? Please provide the number of dispatch personnel available in the a.m. and p.m. and what are their responsibilities? Please describe the specific responsibilities.

5.7.3. Who will serve as the terminal manager? What is this person's background and experience?

5.7.4. Please identify other key individuals in your organization who would be responsible for management of any services resulting from this contract.

Name and Role

Background or Experience

(1) _____

(2) _____

(3) _____

5.7.5. How many licensed, trained drivers are available to service this contract?

5.7.6. Please provide the number of office staff and their roles that will be supporting this contract.

5.8. **Cost to District:**

For the contract years: 2009-10, 2010-11, and 2011-12, as well as up to two optional years at the District's discretion, all rates below will be increased by the percentage of the Consumer Price Index for All Urban Consumers (CPI-U, All Items Less Energy) for the 12 month period ending July (2010, 2011), with a minimum increase of 2% and a maximum increase of 6%.

5.8.1. Regular Routes (flat rates, including mileage)

Cost per bus day \$ _____

5.8.2. Special Education Routes (flat rates, including mileage)

Cost per bus day \$ _____

5.8.3. Out of District field trips/co-curricular trips

Minimum rate	\$ _____
Hourly rate	\$ _____
Mileage Rate	\$ _____

(Normal billing will be for the hourly rate PLUS the mileage rate, with a minimum charge of the minimum rate.)

5.8.4. Extended hours/overnight (receipts submitted) for curricular and co-curricular.

Lodging	\$ _____
Breakfast	\$ _____
Lunch	\$ _____
Dinner	\$ _____

6. To be signed, notarized and attached to the written proposal to be submitted to the District.

AFFIDAVIT

1. I, _____ [print name] am an officer of the Proposer/Contractor _____ [insert printed name of Proposer/Contractor] submitting responses on behalf of the Proposer/Contractor to the Tomahawk School District for transportation services.

2. I am duly authorized to execute this Affidavit on behalf of the Proposer/Contractor. I understand that in submitting Proposer's response to the District's Request for Proposal regarding transportation services for the three (3) year term commencing July 1, 2009 through June 30, 2012, with the option to extend the contract two (2) additional years, within the discretion of the Board of Education, that all the information provided in response to such Request for Proposals by Contractor/Proposer is true and correct.

3. In responding to the District's Request for Proposals, the Contractor acknowledges that the District has no obligation to award the Proposal or Transportation Contract to the Contractor, even if the Contractor submits the lowest bid, unless the District, in its sole discretion, determines that accepting the Contractor's proposal is in the best interests of the District, and that the District may reject any and all proposals submitted to it in response to its Request for Proposals.

[Print name of Proposer]

[Print name of person signing]

[Signature]

State of Wisconsin)
)
County of _____)
)
 [Insert County]

Personally appeared before me duly authorized to administer oaths:
_____ [print name], a duly authorized representative of the Proposer/Contractor _____ [insert printed name of Proposer/Contractor] who first upon being duly sworn states that the foregoing statements are true and correct.

Notary Public, State of Wisconsin

My commission expires: _____