
Molalla River School District #35
412 S. Sweigle Ave
P.O. Box 188
Molalla, OR 97038

REQUEST FOR PROPOSALS
(RFP No. 1415-01)

FOR

STUDENT TRANSPORTATION SERVICES

DIRECT ALL INQUIRIES TO:

Rick Gill, Business Manager

Phone: 503-829-2359

EMAIL: rick.gill@molallariv.k12.or.us

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 1415-01) - Student Transportation Services

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ADVERTISEMENT

MOLALLA RIVER SCHOOL DISTRICT NO. 35, MOLALLA, OREGON

Sealed **Proposals** will be received at the Business Office of the Molalla River School District, 412 S Sweigle Ave, Molalla, OR 97038, until 3:00 PM, Pacific Standard Time January 5, 2015, for services as described in the specifications on file in the **District** Business Office.

Proposals will address the provision of transportation for **District** students including home to school, special programs, co-curricular activities and field trips for the minimum period beginning July 1, 2015 through June 30, 2020.

Any company or individual interested in submitting a **Proposal** for student transportation services is required to first register with the **District** by submitting a "Letter of Interest" on **Proposer's** official letterhead indicating the **Proposer's** name, mailing address, e-mail address, phone number, stating **Proposer's** intent to provide **District** with a **Proposal** for Student Transportation Services. To register **Proposer** shall submit a "Certified" letter to the **District**, at the address shown above, by no later than the close of business (4:00 PM) on December 11, 2014. Formal **Proposer** pre-qualification is not required.

The Molalla River School District 35 reserves the right to reject any or all **Proposals**.

Rick Gill
Business Manager
503-829-2359

Publish: Daily Journal of Commerce
December 1, 2014

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PROPOSAL SELECTION TIMELINE

Advertisement for Proposals	December 1, 2014
Letter of Intent Submission	December 11, 2014
Deadline for Pre-Proposal Questions	December 17, 2014
Submission Deadline & Proposal Opening	January 5, 2015
*Selection Committee Evaluation	January 6-January 16, 2015
*Recommendation to School Board/ Contract Award	February 12, 2015
Contractor to Begin Service	July 1, 2015
*Subject to change	

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Definitions

1. **Contract:** Means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; instructions to bidders; change notices, if any; the accepted bid; and the purchase order
2. **Contractor:** - Successful **Proposer**.
3. **District:** Molalla River School District 35
4. **Proposal:** Detailed information provided by a **Proposer** outlining the manner in which **Proposer** intends to provide pupil transportation services to the **District**.
5. **OAR:** Oregon Administrative Rule
6. **ODE:** Oregon Department of Education
7. **ODOT:** Oregon Department of Transportation
8. **ORS:** Oregon Revised Statutes
9. **Proposer:** An individual or company, experienced and qualified in the area of school bus operations that elects to provide District a proposal for providing pupil transportation services.
10. **School Bus or Buses:** As defined by **ORS 801.460**.
11. **Board Policy:** Governing policies of the **District** adopted by the Board of Directors are available at: <http://policy.osba.org/mriver/>
12. **Service:** The transportation of students to or from school. The term school includes any location where a student receives educational services. The transportation of students from one school to another. The transportation of students to authorized school activities or function.
13. **Special Services:** This includes activities not included in **Service** such as the training of **District** employees or maintenance and inspection of **District** vehicles used for student transportation.
14. **Accident:** As defined by OAR 581-053-003
15. **Incident:** Any event associated with a moving **School Bus** that does not rise to the level of an **Accident**.

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ABOUT THE DISTRICT

Molalla River School District is centered in Molalla, Oregon, and serves the communities of Clarkes, Dickey Prairie, Maple Grove, Molalla, Mulino, Rural Dell and Schuebel within its 225 square mile boundary. The **District** serves approximately 2,400 students in grades K-12. The next few years the students served will be relatively stable. The **District** serves students with (4) elementary schools, (1) middle school and (1) high school.

There are two charter schools that operate within the **District**. At this time one of them is served by two routes.

First Student, Inc., is currently providing student transportation for the Molalla River School District, with corporate offices located in Vancouver, WA. Contractor currently provides all student transportation, including activities.

The **District** is geographically located from the foothills of the Cascades following the Molalla River into the Willamette Valley. As such there are many narrow rural roads throughout the **District**. While the majority of the **District** experiences fairly mild weather throughout the year, snow and ice are typical within higher elevations of the district, which partially affects many bus routes. The **Contractor** must be prepared to operate school bus routes during times of adverse weather, unless student safety, road closures or other safety related issues prevail. In such cases the **Contractor** is responsible for alerting the **District** of such conditions in a timely manner so as to permit the implementation of school closure or late school start-up plans.

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**I - PUBLIC CONTRACTING REQUIREMENTS & INSTRUCTIONS TO
PROPOSERS**

GENERAL

Molalla River School District 35 is posting a request for proposals (RFP) for School Bus Transportation Services. The **Board Policy** DJC Bidding Requirements presents the rules and regulations that govern this solicitation

The **Proposals** will be evaluated from the standpoint of capability to meet **District** needs with student safety being the most important need.

You may include as supplemental information any special or unique services you plan to provide. All costs must be based on the information provided in this RFP.

No alternate routing proposals will be accepted. Any alternate routing or elimination of routes will be dealt with only after the successful **Proposer** has been selected.

Proposals will be evaluated by the District's Transportation Selection Committee, which consists of representation from the **District's** Administration and School Board . The Transportation Selection Committee will review all documents submitted as a part of each **Proposal**. The **District** reserves the right to make unannounced visitations to other sites where the **Proposer** is currently providing services. The **District** may request interviews with proposed site management personnel of companies submitting **Proposals**.

The **Contract** for student transportation services will be awarded to the **Proposer** whose **Proposal** best meets the **District's** needs. It is the **District's** intention to determine the best, responsive, and responsible **Proposer** pursuant to the criteria outlined in *Section II* of this RFP.

District officials may hold discussions with representatives of **Proposers** who submit **Proposals** determined to be reasonably susceptible of being selected for award. Any clarification of a **Proposal** by **Proposer** shall be in writing. The **District** will keep a detailed record of all discussions.

Attention is called to the provisions of the Oregon Statutes, Chapter 279. The bidder must indicate if bidder is a resident bidder as defined in ORS 279.029 and if the **Contractor** and subcontractors are licensed under ORS 701.005 – 701.055.

It is understood that the Board of Directors reserves the right to reject any or all **Proposals**, or waive any informality in a **Proposal**; and, it is expressly contemplated that no **Contract** exists on the part of the **District** until formal written notice has been given or until a **Contract** is executed. It is understood that the Board of Directors reserves the right to award a **Contract** for the proposal in the manner deemed to be in the best interest of the **District**.

Should a **Proposer** find discrepancies or ambiguities in, or omissions from, the specifications, the **Proposer** must notify the District Business Office who will then send a written correction to all

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Proposers. The **District** will not be responsible for any oral instructions. All written corrections sent to **Proposers** are to be considered in the **Proposal**, and do become part of the Request for Proposal Document. All requests for additional information, from any **Proposer**, must be received by the **District** in writing. Likewise, all additional information or answers to questions provided by the **District** to any **Proposer** shall be given in writing and supplied to all registered **Proposers**. The submission of a **Proposal** will be construed to mean that the **Proposer** understands the requirements and that he/she can supply the **Services** as specified.

Wednesday December 17, 2014 2:00 p.m. PST will be the deadline for submission of any remaining clarifying questions regarding this RFP. The **District** will issue a final addendum to all **Proposers** answering such questions deemed appropriate by the **District**.

FORMAT OF BID

Each bidder is invited to submit a **Proposal** for **Services** based upon the items described within this RFP. All bids shall be sealed in an opaque envelope and addressed as follows:

MOLALLA RIVER SCHOOL DISTRICT 35
Attention: Business Office
PO Box 188
412 S. Sweigle Ave.
Molalla, OR 97038

In addition, the name and address of the **Proposer** and the title of the **Proposal** IDENTICAL in wording to that appearing on the cover of these specifications MUST appear on the outside of said envelope. (i.e. REQUEST FOR PROPOSALS (RFP 1415-01) – STUDENT TRANSPORTATION SERVICES). The Business Office of the Molalla River School District 35 must receive all **Proposals** no later than January 5, 2015 3:00 pm, Pacific Standard Time.

The **District** is NOT responsible for **Proposals** delivered to any location other than the Business Office either by the **Proposer**, postal department or any other.

The **Proposal** shall include all documents and information specified within this RFP. Required documents in *Section VII*, where applicable, shall be signed with ink or indelible pencil, as follows:

- (1) In the case of an individual bidder, by such individual bidder;
- (2) In the case of a partnership, the name of the partnership must appear on such **Proposal** and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such **Proposal**;
- (3) In the case of a corporation, the president or other managing officer shall subscribe the corporate name, and there shall be set forth under the signature of such officer the name of the office he/she holds or the capacity on which he/she acts for such corporation.

Facsimile (FAX) transmissions of **Proposals** will not be accepted.

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DISCLOSURE

Proposals will not be made a part of the public record until after the evaluation process is completed. Said files including the evaluation report will then be available for public review.

DISCLOSURE OF INTEREST

No employee or elected official of the **District** may own more than 5% of a business that is submitting a **Proposal** on any awards with the **District** unless it is fully disclosed in the **Proposal** documents.

PROHIBITION OF ALTERATIONS

Proposals which are incomplete or conditioned, or which contain any erasures, alterations, addition of items not called for in the Project Specifications, or that contain irregularities of any kind, or which are not in conformity with the law may be rejected, as well as **Proposals** that take exception to specifications or those that place conditions on the **Services**, unless specifically indicated as acceptable.

DISCLAIMER

Each **Proposer** should make certain there are no missing or illegible pages or any other indication of incomplete information provided to the prospective **Proposer**. Further, each **Proposer** is responsible for knowing, understanding and complying with all Oregon statutes and administrative rules which apply to request for **Proposals**, including ORS Chapters 279A and 279B, to public contracts and to transportation of students enrolled in public schools. Any failure upon the part of the **Proposer** to receive completed documents or to fail to examine **Proposal** provisions and any failure to understand any applicable rules, regulations or laws will not excuse any commitments made by a **Proposer** in the **Proposer's Proposal**.

In submitting a **Proposal**, the **Proposer** certifies that **Proposer** conforms to all applicable Federal and State laws and regulations regarding equal employment opportunity.

COMPLAINTS AND REMEDIES

The District's designated Contract Officer for this process is Rick Gill Business Manager. The Contract Officer, will handle all objections, complaints, and inquiries regarding this RFP, and the selection of a **Contractor**. The Contract Officer may be contacted at the following address:

Rick Gill, Business Manager
MOLALLA RIVER SCHOOL DISTRICT
PO BOX 188
412 S Sweigle Ave
Molalla, OR 97038
and/or by telephone at (503) 829 - 2359

Any protest of these **Proposal** specifications must be presented to the Contract Officer in writing not less than 10-days prior to the **Proposal** opening, and the envelope containing a protest shall be marked as follows:

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“PROPOSAL SPECIFICATIONS PROTEST, STUDENT
TRANSPORTATION CONTRACT”

In response to such protest, an addendum may be issued, if deemed appropriate by the Contract Officer, or their designee.

Any **Proposer** who submits a **Proposal** to the **District** and who is adversely affected by the **District's** award to another **Proposer** may protest the **Contract** award to another **Proposer** by filing a written protest to the above reference Contracting Officer within five days of issuance of the notice of intent to award the **Contract**. The protest must specify the grounds on which a protest is based. A **Proposer** is only adversely affected if it is next in line for the award as the best responsive and responsible **Proposal**. Protests will be reviewed based upon written documents submitted by the protester, and the **District's** response will be in writing. The **District** may award a **Contract** while a protest is pending.

The Molalla River School District Board of Education is the public contract review board for the Molalla River School District with the powers to act in the capacity as defined in Oregon Statutes and Administrative Rules.

ACCEPTANCE OF CONDITIONS:

Each Proposer, by the submission of a Proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

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II - EVALUATION

The **Proposals** shall be subjectively evaluated by a committee with points assigned based upon desirable features. Those **Proposals** submitted that do not meet mandatory requirements will not be rated.

The evaluation committee shall consist of:

- | | |
|--|---|
| 1. School Board Member(s) | 5. Special Education Department |
| 2. Principal from Elementary Grade Level | 6. Administrator from Secondary Grade Level |
| 3. District Business Manager | |
| 4. Superintendent | |

The role of the Evaluation Committee shall include a complete review of all documents submitted and may include on-site visitations to locations served as well as conferring with selected clients of the **Proposer**. It may also involve meeting with those **Proposers** selected to review their **Proposals**. The **District** School Board will make the final decision on hiring a **Contractor**.

All **Proposals** from qualified transportation companies that provide the entire minimum required **Proposal** will then be evaluated on the following criteria:

	<u>Evaluation Points</u>
1. Demonstrated <i>competency</i> in providing safe pupil transportation.	40 points
2. Cost/Fee Rates.	30 points
3. Company <i>stability</i> , <i>service</i> reputation, and length of time in business.	15 points
4. Demonstrated <i>ability</i> to <i>provide</i> and <i>retain</i> experienced and highly competent management ,support staff and drivers.	30 points
5. Proven <i>ability</i> to meet or exceed the <i>performance goals</i> and <i>requirements</i> of District as set forth in this Request for Proposal.	20 points
6. Proven <i>ability</i> to <i>procure</i> and <i>maintain</i> a fleet of School Buses that consistently meet or exceed the safety <i>standards</i> established by ODE .	35 points
7. Proven history valuing the privilege of serving <i>people</i> - District students parents, community members, employees and school staff.	30 points
TOTAL	200 points

In addition to the above basic criteria, the following factors will be reviewed and considered:

- a. Motivation
- b. Professionalism
- c. Philosophy of Service
- d. Flexibility
- e. Financial Strength of **Proposer**

In those cases where it is felt that a clearer understanding of the **Proposal** is in order, the Molalla River School District, through the evaluation committee, reserves the right to invite one or more **Proposers** to present their **Proposals**, in person, to the Evaluation Committee or School Board.

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III – GENERAL CONTRACT TERMS

By submitting a **Proposal** in response to this solicitation, **Proposer** agrees to the following terms and conditions. The **Contractor** and **District** will be contractually obligated to abide by these terms and conditions:

1. TERM:

District will award a **Contract** for an initial (5) year period. This initial term shall begin on July 1, 2015 and expire on June 30, 2020. The **Contract** may be extended in years subsequent to the initial **Contract** by mutual written agreement of the parties. Subsequent **Contract** terms may occur in increments of 1 to 5 years. Such extensions must be agreed upon by January 31 of the final **Contract** year or the **Contract** will expire at the ending date of the term then in effect.

2. BOARD POLICIES:

- A. The **District** shall have the exclusive right and obligation to set standards or policies for **District** operations. **Board Policies** include those regarding student transportation in general, and in particular as to the beginning and ending time of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure times, railroad crossings, current route descriptions, student discipline and all other pertinent **Board Policies** relating to transportation.
- B. The **District** shall designate the students for whom **Contractor** shall provide **Service**. **Contractor** shall provide **Service** for such students for each day that school is in session during the term of this **Contract** and shall provide other **Special Services** authorized by **District** personnel.

3. INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor responsible to furnish transportation only, pursuant to this **Contract**, and neither **Contractor** nor any agent, officer or employee of **Contractor** shall be held or deemed in any way to be an agent, employee, officer or official of the **District** as those terms as used in ORS 30.265. None of the benefits provided by the **District** to its employees is available from the **District** to the employees, agents or servants of the **Contractor**. **Contractor** shall be solely responsible for **Contractor's** acts and for the acts of **Contractor's** agents, officers, and employees during the performance of the **Contract**, and at all other times, and **District** shall have no power or control pertinent to the acts of any said persons.

4. INSURANCE

- A. The **Contractor** at its sole expense shall procure and furnish the **District** with a Certificate of Insurance naming **District**, including its Board of Directors, Officers, Agents and Employees, acting on behalf of **District**, as additional insured. The Certificate of Insurance shall be provided annually and maintained on file continuously, for the term of the **Contract**, at the **District** Office. The insurance minimums satisfactory to the **District** shall be as set forth below. The insurance shall be kept current during the **Contract** and the **District**

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requires a thirty days (30) written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.

- B. The **Contractor** shall provide general liability and automobile liability insurance, protecting the **District** as an additional insured, its agents and employees acting in their official capacities as such, the **Contractor** as a named insured, drivers and other related personnel from any claim for damages for personal injury or death and from damage to property which may arise from operations of the **Contractor** under the **Contract**.

The following minimum limits apply to the General Liability insurance requirements:

10,000,000	Each Occurrence
15,000,000	General Aggregate

Umbrella or Excess policies may be used to comply with these minimum limits.

The following minimum limits apply to the Commercial Auto Liability insurance requirements:

10,000,000,	Each Occurrence
(Bodily Injury & Property Damage Combined)	

Umbrella or Excess policies may be used to comply with these minimum limits.

- C. Workers' Compensation Insurance shall be maintained as required by law.

5. HOLD HARMLESS

In addition to the insurance requirements included as part of the **Contract**, the **Contractor** shall also defend, indemnify and hold harmless the **District** and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whosoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the **Contractor**, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto, except to the extent such is caused by the negligence and/or willful misconduct of **District**, Board, its officers, employees and/or agents.

6. UNAVOIDABLE DELAY

- A. In the event **Contractor** is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes, the **District** shall excuse **Contractor** from performance hereunder and shall have the right, but not be required, to take over the safe and legal operation of such **School Buses** that **Contractor** is prevented from running with school employees, or other persons as the **District** may deem appropriate until **Contractor** is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the **District** shall pay to the **Contractor** for **School Buses** used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and cost incurred by the **District** in

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securing the services of such operating personnel. The **Contractor** shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the **Contractor**.

If neither the **District** nor the **Contractor** operates the **School Buses**, the **District** is not obligated to any payments.

- B. **Contractor** agrees to make every reasonable effort to provide transportation in the event of a strike by the **District's** employees.

7. ARBITRATION

Any disagreement regarding the interpretation, meaning or effect of any provision of the **Contract** may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within (60) sixty-days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.

8. ASSIGNMENT OF CONTRACT:

Neither this **Contract** nor any interest herein shall be assigned to any other party or parties without the prior written consent of the **District**. In the event of any attempt to transfer interest without **District's** permission, **District** may terminate this **Contract** with a notice period of its own choosing.

9. FUNDING

The parties recognize that revenue needed to fund this **Contract** must be approved by established budget procedures. The parties also recognize that the revenue received by the **District** is sometimes affected by circumstances outside the control of the **District**. This **Contract**, therefore, is entered into contingent upon the ability of the **District** to fund this **Contract**. Should the **District** experience an unexpected shortfall, which would affect the **District's** ability to fund this **Contract** the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the **Contract**. If funding inadequacies require a reduction in payments, corresponding reductions in **Services** shall be negotiated between the **District** and the **Contractor**.

10. SEVERABILITY

Should any provision of the **Contract** between the **District** and **Contractor**, or the application thereof, be held invalid or unenforceable, the remainder of the **Contract** and the application thereof, 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.

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11. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the establishment of any **Contract**, the potential **Contractor** shall certify in writing to the **District** that no relationship exists between the potential **Contractor** and the Contracting Officer or the **District** that interferes with fair competition or is a conflict of interest, and that no relationship exists between the potential **Contractor** and another person or organization that constitutes a conflict or interest with respect to a **Contract** with the **District**. The **District** may waive this provision, in writing, if these relationships of the potential **Contractor** will not be adverse to the interests of the **District**.

12. TAXES

The **District** is tax-exempt and any tax liability that might be incurred by the **Contractor** for personal or real property is the sole responsibility of the **Contractor**.

13. TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES:

- A. The **District** may terminate this **Contract** immediately in the event that the **District's** board or superintendent reasonably concludes that **Contractor's** performance under this **Contract** has endangered the health, safety or welfare of the **District's** pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by **District** to **Contractor** by either delivery of written notice of such termination to **Contractor's** local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by **Contractor** to **District** for the purposes of delivering notices under the **Contract**.
- B. The **District** may terminate the **Contract** upon six months written notice of termination to **Contractor**.
- C. **District** may terminate this **Contract** for any material breach of this **Contract** if **District** gives written notice to **Contractor** of its intent to terminate this **Contract** if **Contractor** fails to remedy the material breach of this **Contract** within 60 days after receiving such notice from the **District**.

- 7. In the event of termination or normal expiration, the **District** shall have the right to, but not be required to, acquire any or all of the existing **Contractor's** equipment, facility and **School Buses** utilized to fulfill this **Contract**. At the discretion of the **District**, (1) purchase or (2) lease purchase over a period of up to seven (7) years, with annual payments including interest at a negotiated rate not to exceed the prevailing prime rate on the closing date. **Contractor** agrees to allow the **District** to determine the best method of the above by which to acquire these assets.

The price for sale and/or lease shall be determined by appraisal. The value of said **School Buses** shall be determined by appraisal by 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 payment for the third appraiser to be mutually shared by the parties hereto. The value of each vehicle shall be established by majority vote of the three appraisers. The value of any facility purchased under this provision will be established by an appraiser properly certified by the Oregon Appraiser Certification & Licensure Board.

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This appraiser will be chosen by mutual agreement of the **District** and **Contractor**. The cost of this appraisal will be mutually shared by the parties hereto.

14. AFFIRMATIVE ACTION:

- A. The Equal Opportunity and Affirmative Action provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 therein are hereby incorporated by reference. **Contractor** represents, by acceptance of this **Contract**, that it will comply with such Executive Orders and rules and regulations, and amendments thereto, to the extent the same are applicable to the provision or subcontracting of services or work under this **Contract**.

- B. **Contractor** agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex, age or sexual orientation with regard to, but not limited to, the following: Recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. **Contractor** further understands and agrees that violation of this clause may be treated by **District** as a material breach of this **Contract**, unless **Contractor** makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

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IV – PERFORMANCE TERMS AND CONDITIONS

Under **Contract** with the **District**, **Contractor** agrees as follow:

1. SAFE STUDENT TRANSPORTATION:

This **Contract** between the **District** and the **Contractor** is based on a mutual understanding that each detail listed below contributes to the certainty that the students of the **District** will be transported safely. **Safety is not a program. It is a passionate commitment to fulfill an obligation.**

2. SCOPE OF SERVICE:

- A. To provide safe transportation to and from school and school-related functions.
- B. To maintain orderly behavior and conduct of students on **School Buses**.
- C. To provide a close working relationship between the management of the company and the administration and board of the **District**.
- D. To provide positive public relations between the **Contractor**, the **District**, and its patrons.
- E. To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes unless extended riding time beyond the 60 minutes has been approved in advance by the **District**.

3. COMMUNITY RELATIONS

Student transportation has great visibility in the community and plays a key part in the **District's** relationship with the community and the community's perceptions of the **District**. It is crucial to the maintenance of a positive and cooperative community environment, an essential ingredient to the **District's** achievement of its educational goals, that the **Contractor** becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which **Contractor** performance will be judged by the **District**.

4. COMMUNICATION

Emergencies

The ability of the **District** to assure parents of the safety of students is dependent upon immediate notification by the **Contractor** of any situation that has disrupted the transportation of students and or is a safety matter.

Phone contact with the designated **District** Administrator or designee, will be made immediately. The **District** and **Contractor** will mutually determine when parents or schools should be contacted and who will be responsible to do so.

These situations include but are not limited to:

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Accident

Incident

Student drop off errors

Student behavior

Student or driver health emergency

School Bus deviation from route

Traffic or construction delays

Inclement Weather

Inquiries about Daily Operations

Contractor will be responsible for answering inquiries from the public regarding routes, schedules and the various questions regarding runs in progress. **Contractor** will assign staff trained in customer relations and hostile conversation management to provide this service to the community.

Contractor will have established procedures to escalate situations to the Manager.

8. PROPOSER/CONTRACTOR EXPERIENCE:

To qualify as a **Proposer**, **Proposer** must show that it has prior experience in the field of home-to school, special needs, and athletic bus transportation. Therefore, **Proposer** must provide evidence that it has successfully operated at least one student transportation **Contract**, for a period of at least ten years that is comparable to the service level required by **District**.

9. DISTRICT INSPECTION:

The **District** retains the unrestricted right to inspect at any time the **Contractor's** facilities, **School Buses**, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with **Contract** terms and/or required methods of transporting students. If any vehicle is found by such inspection to not comply with legal or contract requirements, the **Contractor** shall, at its expense, immediately remove such vehicle from **Service**. **Contractor** must supply substitute complying vehicle. **School Buses** removed from service, as the result of an inspection shall not be placed back into **Service** without complete correction of deficiency and authorization of the **District**.

10. PUBLISHED QUARTERLY PERFORMANCE REVIEW

The **District** and **Contractor** will develop performance metrics related to the contracted **Service** and **Special Services**. These will include but not be limited to student safety, **School Buses** mechanical condition, proper working condition of two way communications, on board video monitoring and GPS systems, driver training, driver student management practices, customer service delivered by the employees of the **Contractor**, and the number of **Incidents** and **Accidents**. The outcomes of the quarterly performance review will be published on the **District** web site.

8. DRIVERS

The ability of the **Contractor** to meet the performance expectations of the **District** will be evidenced by the commitment to have employment practices that result in drivers desiring to excel in safely transporting the students of the **District**. The most important person to the student riding to and from school is the individual driver.

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- A. For the protection of the children, drivers must be of stable personality and of the highest moral character. The **District** places responsibility upon **Contractor** and **Contractor** agrees that it will not allow a person to drive a **School Bus** or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever.
- B. The **Contractor** will not allow a person to drive a **School Bus** who is not at the time in a condition of mental, physical or emotional stability.
- C. Any staff member of the **Contractor** who might in the course of their duties transport students must meet all requirements of this section of the **Contract**.
- D. The responsibility of selecting, hiring, training, supervising and disciplining of drivers shall rest upon the **Contractor**. In the selection and hiring process, the **Contractor** shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal and safe driving records. **Contractor** shall submit **ODE** Fingerprint-Based Criminal History Verifications and fingerprints of all applicants for the purpose of reviewing applicant's criminal record and traffic violations. **Contractor** shall require all of its employees to submit to this verification. The **Contractor** shall not knowingly employ anyone who has any driving or criminal record that disqualifies them as a **School Bus** driver for any of the offenses listed in OAR 581-053-0050.
- E. **Contractor** shall permit **School Buses** to be operated only by well-trained and competent drivers who hold valid CDL licenses and **School Bus** driver's certificate issued by **ODE**.
- F. **Contractor** shall make its best effort to hire **School Bus** drivers and other personnel with previous **School Bus** driving or school transportation experience or having good aptitude for training.
- G. Student management is a vital function performed by a driver. It is the responsibility of the **CONTRACTOR** to implement and follow through with all student disciplinary action including, but not limited to, issuing misconduct citations, following through with suspended or revoked **School Bus** riding privileges, meeting with parents, and communicating with principals and **District** counselors concerning student behavior. For behavior issues involving students on an Individualized Education Program (IEP), the **Contractor** shall follow due process, including a meeting with the parents and **District** to determine the relationship of the student's disability to the behavior before the students is removed from the **School Bus** for more than ten(10) school days. Drivers are responsible for filling out **School Bus** citations, communicating with the **District** on the day of the incident, supporting principals' actions and meeting with principals and parents when necessary. A procedure shall be developed, subject to the approval of the **District**, to report defined cases of student misbehavior on **School Buses** to the building principal or their office. For all students transported to alternative placements outside of the **District**, the **Contractor** shall report student behavior problems to the **District's** Director of Supported Education the day of the incident.

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- (1) In addition to, and as an important supplement to other forms of communication between **Contractor** and the **District**, **Contractor's** drivers and **District's** principals shall establish direct communications to assure the timeliest awareness of and solution to problems.
 - (2) **Contractor** shall be responsible for answering all calls related to drivers and student problems. **Contractor** is expected to work with building staff in individual school buildings in resolution of problems with students. **District** will be available for calls that cannot be satisfactorily resolved by the **Contractor**.
 - (3) The **District** pursues diligently the consistent handling of student behavior issues so that our students know what to expect. It is important that our drivers also work for consistent treatment and expectations of students for us to jointly maintain sound **District** wide codes of conduct. The **District** shall share **District** procedures and policies and shall work with **Contractor** to ensure that adequate training is provided to drivers in these standards and practices. The cost of this training will be borne by **Contractor**. The **Contractor** shall maintain a continuing program to assure and promote driver adherence to practices and standards.
 - (4) **Contractor** shall follow **District** procedures in reporting student behavior problems relative to the **School Buses** to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the **District** policy, including acts of vandalism to the **School Buses**.
- H. The **Contractor** shall provide to the **District** a signed compliance notification prior to the beginning of each school year and by March 15th, that: 1) all drivers have satisfactorily passed an **ODE** compliant pre-trip inspection and behind the wheel test, and 2) that the **Contractor** has in its files a copy of the criminal verification, and driving record report for each driver along with a list of drivers waiting for approval.
- I. **Contractor** will designate staff members that have the competency and authority to evaluate drivers. Those employees so designated will be communicated to the **District**. A staff member so designated shall ride with every certified bus driver at least once each semester for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The **Contractor** will make available upon request a report to the **District** listing all drivers and their review dates. In addition, the **District** may at any time have a representative ride with any driver of the **Contractor** for the purpose of observation to assure compliance with the terms and conditions of this **Contract**.
- J. **Contractor** shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this **Contract** shall be a driver assigned to a specific route(s) at the commencement of each school year and are normally expected to remain until the end of the school year. The **Contractor** may transfer drivers among routes whenever the interest of the students may be served, but minimize such transfers throughout the year. Drivers of Special Education routes must be trained in handling confidential information and the specific needs of the students being transported. The **District** reserves the right to request a replacement or transfer of a driver. (From **District Service**)

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9. VEHICLES

A. CONDITION AND MAINTENANCE:

Contractor shall keep all **School Buses** used for the transportation of students in strict accordance with the State of Oregon and Federal standards and specifications for **School Buses**. Such vehicles shall be maintained in safe and good mechanical order at all times so as to pass the **State School Bus** Inspection. **School Buses** and vehicles shall also be kept in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. All repairs shall be completed within 15 days of occurrence, unless otherwise approved by the **District**. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. **Contractor** shall administer on all **School Buses** and vehicles used by **Contract** in the transportation of students, an extensive preventative maintenance program which shall include at the minimum:

- (1) A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual **School Bus** inspection requirements. This shall be completed by August 10th of every contract year or every (25,000) twenty-five thousand miles, whichever comes first. No inspection period, from the last to the most current, shall exceed (12) twelve months.
- (2) A daily CDL and Oregon Department of Education (ODE) pre-trip and post-trip complying **School Bus** inspection performed by utilizing a hand held electronic device. This device must be able to print out reports and provide information to support staff. Any **School Bus** will be withdrawn from service if a safety related defect exists.

B. BUS LOAD LIMITS:

Passenger loading of **School Buses** shall not exceed **ODE** or other state or federal limits. **Contractor** is required to notify **District**, within one day, of any overload problems.

C. MAXIMUM ALLOWABLE BUS/VEHICLE AGE:

The average age of any category of **School Buses** used to meet the requirements of the **Contract** shall not exceed 8 (eight) years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the **Contract**:

- (1) Conventional gas **School Buses** ten (10) years.
- (2) Conventional diesel **School Buses** twelve (12) years
- (3) Transit **School Buses** twelve (12) years.
- (4) Conventional small **School Buses** or conforming van eight (8) years

D. APPROVAL:

Vehicles proposed shall at least equal capacities and configurations of vehicles currently in use. Both **ODE** and the District shall approve all used equipment. No vehicle may be introduced in to District Service without evidence of **ODE** certification and **District** approval.

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E. FLEET SIZE:

Contractor shall have a fleet of adequate number and capability to guarantee **Service** for all of the **District's** student transportation needs, including Home-to-School, special education needs, activities, athletics and field trips. **School Buses** will be added when needed to meet increasing needs. Such additions must be pre-approved by the **District**. The **District's** initial fleet request to be used by **Proposer** in preparing the **Proposal** is listed below:

- **Home-to-School:** Provide 28 (twenty eight) 71 to 89 passenger buses (plus 3 spares)
- **Special Education:** Provide minimum 9 (nine) 15 to 30 passenger (Type A or A1) buses (2 spares). All of these **School Buses** should be equipped with lifts. Seating and wheelchair configurations must meet the needs of **District** students, which may vary from year to year.
- **Activities, athletics and field trips:** Provide as a minimum: 3 (three) 84 passenger heavy duty transit buses with under carriage luggage storage

F. Vehicles for District Use:

Contractor agrees to provide three (3) 15-passengers Type-20 buses (or like vehicle) for use by **District** staff for activity-type trips. **Proposer** shall provide insurance, all maintenance and tires.

G. Spare buses:

Spare **School Buses** are defined as a temporary replacement for a **School Bus** for reason of breakdown, maintenance or emergency. **Contractor** shall keep ample spare **School Buses** and other equipment available to ensure that **Contractor** can provide uninterrupted student transportation **Services** with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the **District**. **Contractor** shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above. Spare **School Buses** shall meet the same requirements for **School Buses** and equipment as set forth elsewhere in these specifications.

H. FOUR WHEEL DRIVE VEHICLE:

Contractor shall provide at least one four wheel drive service vehicle that will be on site for use as a service vehicle, for road calls, inclement weather, and other needed uses. Support vehicle shall not be older than ten (10) years at any time for the life of **Contract**.

I. RADIOS:

Contractor shall equip all **School Buses** used for the transportation of students and all **Contractor** service vehicles with a **District** approved two-way radio or other communication system. **Contractor** must specify system planned to be provided.

The **District** will monitor the ability to communicate with all **School Buses** at any location within the boundaries of the **District**.

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J. VIDEO/DIGITAL MONITORING EQUIPMENT:

All **School Buses** will be equipped with cameras and digital monitoring system.

School Buses larger than 35 passenger will be equipped with 2 cameras. The location of the cameras will be approved by the **District**. Systems will include a camera of quality insuring identification of individuals and actions. This includes in low light conditions. The system must include a recording device, microphone and equipment and shall be digital only. Analog video equipment is not an option. System components are to be approved by the **District**.

Systems shall be kept in good working condition and checked at least once a week by the **Contractor** to verify that they are working. Systems must be operational on all **School Buses** whenever students are being transported. **Contractor** will work with the **District** on an archival plan.

K. Global Positioning System (GPS):

Contractor will provide a (GPS) on each **School Bus** used to provide **Service** under this contract. **Contractor** will provide real time GPS information to the **District**.

L. District Identification: All **School Buses** used to provide **Service** will have permanent identification that the **School Bus** is serving Molalla River SD.

M. REQUIRED MODIFICATION OF BUSES:

Any installation of equipment modifications required by a change in law or regulation shall be the responsibility of the **Contractor**. Any installation or modification of equipment required by the **District** in addition to laws or regulations, shall be done by the **Contractor**, with reimbursement to be made by the **District** at a prior approved cost. Cost of such **District** required modifications noted in this RFP shall be included within initial proposed fees in *Section VII*.

10. FACILITIES

Contractor is responsible, at its cost, for acquisition and maintenance of office, maintenance, parking and other facilities necessary to perform agreed services to the **District**. This facility must be within **District** boundaries and no more than 2.5 miles from the current **District** Office at 412 S. Sweigle Ave. Molalla, Oregon.

11. ROUTING:

A. HOME-TO-SCHOOL ROUTES:

The **Contractor** in developing and operating the routes, will strive to comply with the following expectations.

- (1) Student arrival at school in the morning (A.M.): not more than 30 minutes, high school, and 15 minutes, elementary and middle, prior to school or breakfast starting time for school.

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- (2) **School Bus** arrival at school to pick up students in the afternoon (P.M.): No later than 15 minutes after school dismissal time for primary and middle schools and 20 minutes after dismissal time for high school.
- (3) Routes should be established to provide a transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes unless extended riding time beyond the 60 minutes has been approved in advance by the **District**.
- (4) **School Buses** shall not depart from school earlier than 8 minutes after school dismissal without approval of the school principal.
- (5) Setting of school hours is the responsibility of the **District**. It is recognized, however, that school hours have great impact on the ability of the **Contractor** to efficiently meet the requirements of the **Contract**. The **District** will inform the **Contractor** of any planned changes in school hours, from one year to the next, no later than July 1. The **Contractor** will support the **District** in its establishment of the best combination of school and **School Bus** schedules by submitting proposed routes for the upcoming school year no later than August 8th, with all final decisions at the discretion of the **District**. Approved routes for morning **Service** will be published by route and by street by the **District**.
- (6) **Contractor** shall maintain responsibility for development of all routes and route changes. The **District** reserves the right to require adjustments to routes where determined by the **District** to be in its best interest. The **District** goal for communicating changes in scheduled route pick up or drop off to students, parents and schools is one week before implementation. The **Contractor** is expected to provide **District** a two week notice before such changes are to be implemented when the **Contractor** proposes a change.
- (7) The **District** reserves the right to request **Contractor** to utilize computer routing software to evaluate the efficiency of established routes. The cost of this will be borne by the **Contractor**.

B. ROUTE OWNERSHIP:

All bus routes, Home-To-School, Special Education or any other routes that are developed by the **Contractor** for the **District** are and will remain the sole property of the **District**.

C. ROUTE NUMBERS:

All buses shall have the appropriate route number for the corresponding school in the windows of the **School Bus** each and every time of providing **Service** to a given school. Route numbers are to be professional looking and easy to read and should be placed in a manner not to impair the vision of the driver.

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D. ROUTE TESTING:

- (1) Prior to the start of each school year the **Contractor** shall field-test all routes that the **District** has approved. **Contractor** shall notify the **District** of any time discrepancy in scheduling.
- (2) All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to insure complete familiarity with the route. The cost of this will be borne by the **Contractor**.

E. PROBLEM SOLUTIONS:

If problems develop with loads, timing, or other problems that might be corrected by route alterations, **Contractor** is expected to develop such solutions and present them to the **District** for consideration.

F. ROUTE RESTRICTIONS:

In the designation and selection of routes, under this **Contract**, **Contractor** shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the **District** at its option may specify that **Contractor** shall operate over private roads, which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners.

G. ROUTE CHANGES:

Student transportation requirements may vary throughout the school year, resulting in adding or deleting **School Buses**, and combining or splitting routes. Any and all route changes shall be pre-approved by the **District**. Drivers are not to modify the established **District** approved **School Bus** routes without **District** approval. If the **District** increases or reduces the number of **School Buses** required to service the routes or reduces the route times, the compensation to the **Contractor** will be adjusted as provided in the **Proposal**. The **District** reserves the right to revise or change any and all routes and the number of **School Buses** required to best meet its needs at any time before or during the school year.

H. HOMELESS STUDENTS:

Federal law requires that students identified as homeless be provided transportation. **Contractor** will coordinate with **District** Homeless Coordinator, neighboring districts, and transportation providers to determine the best way to safely and cost effectively serve these students.

12. SPECIAL EDUCATION SERVICE:

Students that are served through an Individual Education Plan(IEP) may have specific behavioral, medical or health needs. The **District** recognizes that the driver needs detailed information about

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the way in which a student's special needs should be met through necessary accommodations and modifications that the **Contractor** must implement.

This requires a unique coordination between the **District**, **Contractor** and parents.

A. Contractor Responsibilities

The **Contractor** will:

1. Provide training to drivers related to the prohibition of the disclosure of student confidential information.
2. Not allow a driver to transport a student unless they have received the confidential information training and been informed about the special needs of the student. Maintain updated records as furnished by **District** on each Special Education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines and shall not remain on the bus or vehicle.
3. Provide **Service**, both in and out of the **District**, to transport special education students as required by the **District**. Including provision of necessary **School Buses** to accommodate all special needs. It is understood that requirements for special education **School Buses** vary from day to day, requiring careful attention and rapid adjustments of **School Bus** schedules.
4. Be responsible for developing and coordinating special education routes inside and outside of the **District** boundaries. The **Contractor** will assist the **District** in communicating routing information to both parents and schools.
5. Develop a route for a new student with special needs within (10) days of notification by **District**. In the situation where specialized equipment is not immediately available **Contractor** will notify **District** immediately and work closely with **District** to develop a solution
6. Pick up and drop off special education students on the same side of the street where they reside. **Contractor** shall deliver the students to an alternative location chosen by the parent when directed as provided by **District** procedures.

B. District Responsibilities

The **District** will:

1. Provide the **Contractor** with names, addresses, number of students, and attending schools or program locations for special education students who are to be transported.
2. Provide **Contractor** updated records on each special education student by name, attending school or program, home address and phone, parent data, emergency information, alternate delivery location and annotations on unique conditions pertaining to each student, such as behavior, disability, or health.

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3. The **District** reserves the authority to review and approve or modify these routes.
4. The **District** retains the right to transport special education students by ambulance, taxi, etc. at any time in the future.

13. STAFF

CONTRACTOR STAFF:

The responsibility of selecting, hiring, training, supervising and disciplining of employees shall rest upon the **Contractor**.

- A. **Contractor** shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours so as to be able to perform uninterrupted reliable on time **Services** in case of emergencies, no-shows, and other exceptional circumstances. The **Contractor** will provide a detailed summary of staffing proposed for the **Contract**.
- B. **Contractor** must have in place a controlled substances and alcohol use and testing program that meets federal and state requirements. The **District** requires testing anytime a **School Bus** is being operated and there is an **Accident** or **Incident**.
- C. The responsibility for hiring and discharging personnel shall rest entirely upon the **Contractor** and the **Contractor** agrees that it shall enter into no contract or arrangement with any employee, person, group or organization which will in any way interfere with the **Contractor's** ability to fulfill their responsibility. The **Contractor** further agrees that the **District** shall have the right by written order to require removal from the **Contractor's** operation serving the **District** any employees of the **Contractor** who in the opinion of the **District**, is not of appropriate personality, character, temperament or qualifications to operate a **School Bus** as set forth in this **Contract**, *or* who is not in compliance with this **Contract, Board Policy** or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

D. CONTRACTOR'S SUPPORT PERSONNEL:

1. Site Manager:

- a. The **District** strongly believes that the management position is critical to the provision of consistent and high quality transportation services. **Contractor** shall provide an on-site full time Manager with significant experience in delivering student transportation services in a manner consistent with the expectations of **District**.
- b. The **District** shall have the right of final approval of the appointment of the Manager and to require removal from **Contractor's** assignment to the **District** of any Manager who has not performed to the satisfaction of the **District**. It is the expectation of the **District** that the Manager assigned to administer this **Contract** with the **District** will remain for the duration of the **Contract** if at all possible. The **District** requires six months notification of any voluntary transfer or employment status change of the Manager that is under the control of the **Contractor**. This notification does not apply to termination.

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- c. The Manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the **Contract** and to speak fully for the **Contractor**. The **District's** expectation is that the **Manager** will have the ability to manage all phases of student transportation and will demonstrate a strong commitment to student safety and customer service.
2. In addition to site-manager, **Contractor** agrees to provide, at minimum the following personnel on site:
 - a. **Contractor** agrees to designate a safety and discipline officer who shall work with students, drivers, school personnel, and parents. The safety and discipline officer may also be Manager.
 - b. **Contractor** agrees to provide a full time Dispatcher, other than the Manager. Dispatcher shall communicate with **District** personnel, parents and drivers so as to coordinate the safe and uninterrupted flow of transportation services.
 - c. **Contractor** shall provide a full time Maintenance Supervisor, other than the Manager and Dispatcher experienced and knowledgeable in the area of **School Bus** maintenance. Maintenance Supervisor will be required to understand maintenance requirements and standards applicable to student transportation as determined by **ODE**.
 - d. **Contractor** agrees to provide other staff as necessary to meet the **Services** and expectations of the **Contract**.

3. STAFFING HOURS:

The **Contractor** shall have resident at their facilities a competent manager between the hours of 8:00 a.m. and 5:00 p.m. The manager shall be authorized to act on behalf of the **Contractor**. **Contractor** shall provide sufficient support staff during the hours of 5:15 a.m. and 5:15 p.m. and at other times as required by activity trips. Necessary support staff, including competent dispatchers, will be on duty normally (1) from 5:15 a.m. to 5:15 p.m. or until the last home to school route **School Bus** returns to the transportation facility at the end of the day on all days that **School Buses** are running on regular home-to-school routes and (2) On call at other times as required by activity trips. Personnel are subject to **District** approval.

14. SAFETY PROGRAM

The absolutely critical aspect of any student transportation program is the safety of the students. The **District** expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of **School Buses**, and support of **District** policy regarding rider behavior and behavioral problems.

- A. **Contractor** shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes but is not limited to a regularly scheduled safety meeting for **Contractor's** personnel. It shall also include a **School Bus** safety and training program for students.

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- B. Prior to the beginning of each school year all drivers will have to satisfactorily pass an **ODE** compliant pre-trip inspection and behind the wheel test. During the school year any new drivers must also satisfactorily pass an **ODE** compliant pre-trip inspection and behind the wheel test.
- C. The **Contractor** will develop and maintain, with **District** approval, a written emergency crisis plan that addresses transportation **Services** in conjunction with the **District's** Emergency Plan. The **Contractor** will instruct all of its employees of the content of these mutually developed emergency plans.
- D. **Contractor** shall be available to make a **School Bus** safety presentation to classes of students in grades K-8 within the **District** as advised and directed by the **District**. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

15. INCLEMENT WEATHER

The **Contractor** shall operate during inclement weather conditions unless routes are canceled by the **District**. **Contractor** shall respond, in a timely manner, with appropriate equipment and trained personnel, and shall design and implement alternate routes as necessary to operate under such conditions. The **District** shall have the sole responsibility for the decision to alter routes to snow routes or cancel **School Bus Services** for any given day. To ensure that the **District** is able to make a sound decision pertaining to the cancellation or alteration of routes the **Contractor** is required to travel and inspect all designated roads during inclement weather and consult with the **District** designated Administrator regarding road conditions prior to 5:00 AM. Should **Services** be required, **Contractor** agrees that it will abide by the decision of the **District** and will operate the routes as normally as possible. By November 1 of each year, **Contractor** shall meet with the **District** to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring. **Contractor** and **District** will coordinate communication with parents if there is a difference in morning and afternoon routes.

16. EMERGENCY CONTACT:

One or more emergency phone numbers must be provided to the **District** where **Contractor** can be reached 24 hours a day, 7 days a week in case of emergency. The Manager must have a cellular phone.

17. APPAREL AND PHOTO ID BADGES:

The **District** requires that all employees of **Contractor** be issued photo ID badges to be worn while on duty in providing **Services** to the **District**. The **District** also requires that all **Contractor** staff maintain a professional appearance appropriate for their duties, in accordance with standards to be worked out with the **District**.

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18. REPORTS

A. DISCIPLINE AND HEALTH:

Contractor shall provide the **District** within twenty-four (24) hours, student incident reports of behavioral, disciplinary, or health problems that occur on **School Buses**.

B. ACCIDENT or INCIDENT:

1. The **Contractor** will provide within two hours of an **Accident** or **Incident** the number of students and staff on the **School Bus** at the time of the **Accident** or **Incident**, their full names and their seating position on the **School Bus**, when applicable.
2. The **Contractor** will provide any additional information to the **District** as required in **Board Policies** or other **District** policies and procedures.
3. **Contractor** shall forward within twenty-four (24) hours of each **Accident** a written report describing all details of such **Accident**. **Incident** reports shall be submitted within thirty-six (36) hours. Reports will be filed according to State law and regulations.

C. DAILY BUS REPORT (DBR):

Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of rate base fees to the **District**. Reports shall be completed for each individual **School Bus** movement by date and route. These shall remain on file at the transportation facility and be available for **District** audit and review on request. Final form design is to be approved by the **District**.

D. STATE REPORTS:

Contractor shall furnish to the **District** copies of all transportation reports sent to or received from the State of Oregon related to **Services** performed under the **Contract**. This will include annual preparation in draft form of the state annual transportation report, form 581-2249 by August 10th of each year.

E. INSPECTION/CERTIFICATION REPORTS:

Contractor shall, by July 1 of each year, provide written lists of all **Contract School Buses** and vehicles including year, make, size, and specifications to be used for student transportation by the **Contractor** or a letter from a manufacturer committing that **School Buses** will be available in Portland, Oregon by August 15 of the subject year. Prior to **District** approval, the **Contractor** shall pre-inspect all the above **School Buses**, vehicles and provide the District with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification (Forms 581-2255 and 581-2256C) by August 10 of the subject year or no later than ten working days prior to their use by the **Contractor** for student transportation. **Contractor** shall correct all discrepancies within two weeks and notify the **District** in writing of the same.

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19. DISTRICT MEETINGS:

- a. **Contractor's** on-site Manager shall formally meet with **District** designated personnel at least once every two months to report on achievements, areas of concern, activities performed in compliance with the **Contract** and information of interest regarding news and changes in the school transportation industry. **Contractor** shall make such special reports, studies and surveys regarding student transportation as are reasonably necessary to or requested by the **District**.
- b. **Contractor's** on-site Manager shall be available for attendance at **District** meetings and school board meetings as needed and requested by the **District**.
- c. **Contractor** shall be available to make a presentation annually to **District** designated personnel and/or the District Board of Directors summarizing the prior years activities, latest developments within the field of student transportation, the **Contractor's** company, other items of interest to the **District** and plans for the year ahead. The **District** will attempt to provide a minimum of 30 days notice to the **Contractor** of such presentations.

20. MONTHLY BILLING:

Contractor will provide to the **District**, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up. The spreadsheet details and design are to be approved by the **District**.

21. DISTRICT PERSONNEL DRIVERS

- A. In certain circumstances the **District** may desire its staff to operate type 10, type 20, or type 21 **School Buses** to transport students. The **Contractor** shall allow qualified **District** personnel to drive such **Contractor School Buses** for field trips, excursions, school projects, activities, sports and other **District** approved activities. In such cases, no driver charge will be made by **Contractor** to **District**. **District** personnel assigned to drive **Contractor** vehicles shall meet all legal requirements for the operation of those vehicles including required licensing and certification. All **District** qualified drivers shall meet **Contractor** approval.
- B. All **District** drivers will conduct **ODE** compliant pre and post trip checks using the same hand held device as the drivers of the **Contractor**.
- C. All **District** drivers will abide by **Contractor** policies such as speed limit restrictions.
- D. **District** drivers of type 21 vehicles must have a CDL and are subject to the same drug and alcohol testing as **Contractor's** drivers
- E. **Contractor** agrees, by separate fee to District, to provide the following service for approved **District** staff who desire to operate type 10, 20 or 21 vehicles or to transport students in any district vehicle:
 - a. **Contractor** shall provide the necessary classroom instruction to qualify **District** personnel to legally operate such vehicles.
 - b. **Contractor** must also provide, upon reasonable notice, the necessary behind-the-wheel and pre and post trip training required of those persons who have completed the classroom instruction.

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- c. **Contractor** shall be obligated to notify **ODE** as to those qualified to drive such **School Buses** and, to effect drivers' records checks and maintain a current and accurate list of qualified drivers.

V – COSTS and FEES

1. COST/FEE STRUCTURE

Contractor will bill **District** based upon the following separate identifiable fees:

A. FIXED COSTS FEE

- (1) **Included Costs:** This fee category is intended to include fixed costs for the full year, based on the current level of transportation **Services** represented by this request, and so that rate based fees do not contain a fixed cost component. Examples of intended fixed costs include, but are not limited to; facilities, insurance, management/office staffing, mechanic staffing and equipment, service vehicle, miscellaneous operating expenses, etc.
- (2) **Spare Vehicles:** It is the intent of this RFP that the fixed cost associated with providing spare vehicles in accordance of this RFP be included in this "Fixed Cost Fee" category.
- (3) **Type 20 Activity Vehicles:** It is the intent of this RFP that the fixed cost associated with these three vehicles requested in this RFP be included in this "Fixed Cost Fee" category.
- (4) **Other Vehicles:** It is not the intent of this RFP that the fixed costs associated with other student transportation vehicles be included in this "Fixed Cost Fee" category.
- (5) **Proposers** must complete the Fixed Costs Schedule in Section VII detailing the fixed cost fee.
- (6) The Fixed Costs Fee will be divided and billed evenly over a 12 month period.

B. RATE BASED FEES

- (1) **Included Costs:** This category is intended to pickup the costs associated with home-to-school routes, special education routes, activity trips and other miscellaneous transportation of students. Examples of included rate based costs include driver wages and benefits, vehicle fuel, **School Bus** and equipment depreciation costs and supplies associated with vehicle maintenance. Rate Based Fee costs should exclude fixed costs defined above.
- (2) Rates may be established as daily, hourly or combination thereof for activities where students are transported.

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- (3) Rate fees may not be charged for items such as state mandated drills, driver training including student management or protocols training, drug alcohol testing or test route driving and fingerprinting and background checks.
- (4) **Contractor** will also provide individual fee rates for training **District** staff as previously specified in this document.
- (5) All charges to the **District** for mileage or travel time shall start when **School Bus** departs the transportation facility used to provide **Services** for this **contract** and end when **School Bus** reaches the same transportation facility on return.

C. ALTERNATIVES

When alternative means of providing student transportation are available, **Contractor** shall select the method resulting in the lowest cost to **District**, provided transportation requirements are met.

D. CHANGES

If, due to changed requirements or **District** requests:

It is necessary to increase or decrease the number of **School Buses**, the basis for adjusting the costs will be determined from 2- Proposal Rate Schedule C. 1.

In the case of eliminated **School Buses**, **District** agrees to pay **Contractor** for their use up to thirty days after the reduction notice at the daily rate in 2- Proposal Rate Schedule C. 1 while **Contractor** attempts to find another location where they can be utilized.

If during the life of the **Contract**, vehicle types not listed on the rate based fee schedule are required, the **District** and **Contractor** shall negotiate their pricing and add them to the rate schedule.

The amounts quoted for fixed cost fees will not be adjusted if the accumulative number of vehicles added/deleted is ten or less from the fleet size first contracted; if the number exceeds ten, **Contractor** and **District** will negotiate any appropriate adjustment to the rates quoted.

E. CONTRACTOR CHARTERS

The **District** recognizes that the **Contractor** will be providing transportation for charter work and **Contractor** business that is unrelated to **Services** provided to the **District**. **Contractor** will develop an accurate system to track such use and submit a proposed method to reimburse the **District** for costs already charged to **District** associated with those charter buses used.

F. COMPENSATION

Contractor will bill for and be paid a monthly amount 12 months a year. Billing is due to the **District** by the 10th of each month for the prior month. Payment will be made by the last Friday of the current month.

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VI - CURRENT SERVICE LEVEL DATA

The following information is intended to provide **Proposer** with a general understanding of current **District** operations and their transportation requirements within the **District**. **Proposals** should meet the requirements specific within this RFP based upon maintaining the approximate current transportation service level received with one exception. Beginning in 2015-2016 **District** will change to full day kindergarten at all elementary schools. **Proposers** may describe route or other service alternatives within their **Proposal**, but may not include such changes in their pricing **Proposal**. The successful **Proposer** will have the opportunity to discuss implementation of such **Proposals** once under **Contract** with the **District**.

Additional District information, including calendar and **Board Policies**, is available at <http://www.molallariv.k12.or.us>

The current transportation **Contract**, and invoices for October and November 2014 and Summer School 2014 are in Appendix A along with historical miles and costs information.

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Molalla River School District 35
2014-15 School Buildings and Attendance Times

School/Attendance	Attendance Times
Molalla High School/745 357 Frances St Molalla, OR 97038	7:30 – 2:30
Molalla River Middle School/505 318 Leroy St Molalla, OR 97038	7:36 – 2:15
Clarks Elementary/160 19100 S Windy City Rd Mulino, OR 97042	9:00 – 3:30
Molalla Elementary/445 910 Toliver Rd Molalla, OR 97038	9:00 – 3:30
Mulino Elementary/300 26660 S Hwy 213 Mulino, OR 97042	9:00 – 3:30
Rural Dell Elementary/240 10500 S Hwy 211 Molalla, OR 97038	9:00 – 3:30

The starting time for all schools is one hour later on Fridays.

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Molalla River School District 35
2014-15 School Bus Route Summary

The following is a list of current home to school routes serving the **District**, including total route times, total route miles and student count. This schedule includes information on shuttles between buildings. Activity and other non-home to school busing are approximately 30,000 miles per year. All routes are subject to variation from the schedule displayed below.

Route	Bus Type	Student Counts All Day	TOTALS		K included	Mid Miles
			Rt. Time	Miles		
2	BB	142	7.45	118	Y	9
3	BB	115	7.3	88	Y	13
4	BB	75	7.3	115	Y	24
5	BB	105	7.53	98	Y	24
6	BB	44	6.8	119	Y	18
7	BB	94	7.48	135	Y	14
9	BB	26	7.45	145	Choir	4
10	BB	122	7.2	90	Y	32
11	BB	83	5.5	75	N	
12	BB	53	5.25	77	N	
13	BB	88	5.05	72	N	
14	BB	69	5.8	162	N	
15	BB	144	5.05	58	N	
16	BB	129	4.9	47	N	
17	BB	103	5.3	71	OOI/Choir	22
18	BB	112	6.2	104	Y	37
19	BB	105	7.5	103	N	
20	BB	68	4.5	68	Y	32
21	BB	65	5.35	47	N	
22	BB	155	4.28	31	N	
23	BB	70	6.5	70	Land lab	15
24	BB	133	5.5	48	Y	12
25	BB	118	7.25	60	Y	15
26	BB	122	6	34	Y	22
27	BB	182	4.85	84	N	
28	BB	95	4.5	45	Y	26
50	SPED	18	7	110	Mid	
51	SPED	19	5.3	104		
52	SPED	14	6.25	90	Mid	3
53	SPED	19	6	91	Mid	11
54	SPED	7	6	94		
55	SPED	7	6.3	143	Mid	25
56	SPED	22	6.5	181	Mid	11
57	SPED	12	7	163		
	Charter School Routes					
41	BB	90	5.1	115		
42	BB	100	5	80	Land lab	
BB=						
Big Bus						

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Information Below is Subject to Change

Additional Information					
	Bus Type	Student Counts All Day	Rt. Time	Miles	
Oregon Outreach	6	am in with elem.			
		Mid - 1 bus plus added to K			
		PM - 2 take home buses			
Land Lab	29	22	31	25	4 runs +
1st taken to LL, 5th returned to HS by route buses					
Middle School/ High School		70 choir students - 2 buses to HS from MS			

SPED Routes

Route	Bus Capacity	Wheel Chair lift	Maximum AM Student on Bus at one time	Total AM Students	Wheel Chair Students Currently Transported
50	17	y	6	11	0
51	30	n	5	8	0
52	18	n	7	12	0
53	13	y - 2*	6	6	0
54	13	y - 2	2	3	0
55	13	y - 2	2	3	0
56	25	n	8	10	0
57	20	y	7	7	0
* room for 2 wheelchairs					

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VII - REQUIRED SUBMITTAL FORMS

The following forms must be completed by **Proposer** and submitted with **Proposal**:

1. RFP Checklist and Compliance
2. Fixed Costs Schedule
3. **Proposal** Rate Schedule
4. **Proposal** Total Cost Sheet
5. Resident Bidder
6. Required Supplemental Information

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REQUIRED SUBMITTAL FORMS

1 – RFP CHECK LIST AND COMPLIANCE

This Checklist Must Be Completed And Submitted With Your **Proposal** Package.

1. Company Name: _____

2. Company Address: _____

3. Company Phone _____

4. Company Fax No: _____

5. Company Federal Identification No: _____

6. Company Structure:

Sole Proprietor _____

Partnership _____

Corporation _____ Corporation Type _____

Where Incorporated? _____

7. Key Company Officers (And All Partners If Partnership):

Name

Title

8. Are You Domiciled In The State Of Oregon? _____ Yes _____ No

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9. Are You Registered To Do Business In The State Of Oregon? ___ Yes ___ No

10. If Not Headquartered In Oregon, Do You Or Your Firm Receive, Or Are You Or Your Firm Eligible For Any Preference In Award Of Contracts With Your State Or With Government Bodies In Your State? ___ Yes ___ No

11. If So, State The Law Or Regulation (Legal Citation Preferred) _____

Percent Of Preference ___ % State Preference Received _____

12. Inventory Of RFP Documents Received:
 All documents received must be checked.

- RFP Document Sections I – VI _____
- Required Submittal Forms (RFP Section VII) _____
- Appendix A – Current Service Level Data _____
- Addendums (list each #) _____ _____

13. Inventory of RFP Documents Submitted
 Your Proposal Document _____ (9 Copies):

- Required Submittal Forms:
- This Checklist and Compliance _____
- Proposal** Rate Schedule _____
- Proposal** Total Cost Sheet _____
- Resident Bidder _____
- Required Supplemental Information _____

All Required Signatures _____

Your List Of Any Added **Proposal** - Documents:

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14. ANTI-COLLUSION AFFIDAVIT - As part of **Proposal**, **Proposer** declares under the penalty of perjury, that the only person, parties or entities interested in this **Proposal** are those named therein; that this **Proposal** is, in all respects, fair and without fraud; that it is made without collusion with any employee, officer or director of the **District**; and that the **Proposal** is made without any collusion with any other person, party or entity making another **Proposal** in response to this Request for Proposals. It is further certified that the **Proposer** has not engaged in any price-fixing or any other illegal practices with respect to this **Proposal**.
15. With regard to this request for proposal for transportation services, the undersigned **Proposer** hereby confirms that he has:
1. Received all **Proposal** materials as listed above;
 2. Read and understood all **Proposal** materials in their entirety;
 3. Provided true and accurate data in all materials submitted with this **Proposal**;

Proposer further acknowledges that it has complied with all the terms and conditions of the Request for Proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

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3. Summer and Extended School Year Rates -The rate charged for each home to school route bus for each day operated for Summer School or special education extended school year programs is as follows:

	Minimum First 4 hours <i>(if applicable)</i>	Per Hour
84-89 Passenger Heavy-duty Transit Bus	\$ _____	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____

4. All Activity and Field Trip Busing Rate Per Bus, Per Hour -
 If vehicle is not a spare bus:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

If vehicle is a spare bus (*if* rate is different):

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

Overnight Charge (Meals/Motel) \$ _____

5. Activity vehicles driven by **District** staff - Buses driven by qualified **District** staff for student activities will be charged at the following hourly rates:

If vehicle is not a spare bus:

12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

If vehicle is a spare bus (*if* rate is different):

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12-30 Passenger Mini Bus w/Lift \$ _____
Other: _____ \$ _____

D. Maintenance of District Owned Vehicles

Mechanic Rate Per Hour \$ _____
Percentage Markup of Part Over Cost _____ %

E. District Bus Driver Training Fee

Classroom \$ _____
Behind the Wheel \$ _____

F. Basis for Annual Escalation of Fees

For each year, subsequent to the initial year, of the **Contract** period, **Contractor** is entitled to raise all scheduled fees. Annual increases, over the current rates, will be as follows:

If fixed rate increases (preferred by **District**) Year 2 – Effective 7/1/16 _____ %
Year 3 – Effective 7/1/17 _____ %
Year 4 – Effective 7/1/18 _____ %
Year 5 – Effective 7/1/19 _____ %

- OR -

If by fixed annual formula or CPI indicator, calculated as follows:

G. Credit for Outside Use

List the billing credit per bus, per mile or hour, to be provided to **District** for use of fleet buses serving the **District**, which are used by **Proposer** for outside charter services.

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H. Other Fees

Any other potential fee charged under this **Proposal** must be listed below. Attach additional sheet if necessary

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3 – PROPOSAL TOTAL COST SHEET

This evaluation is not intended to reflect the actual routing costs for the **District**. It will be used by the **District** as a means to apply, measure and compare rates provided by the **Proposers**.

Bus Capacity	Home to School	Activity	Duration	Cost
Fixed Costs (From Fixed Cost Sheet)				
	-	-	12 mo.	
Home to School Routes:				
27 ea - 78	5 hr/day	-	171 days	
2 ea – 84	5 hr/day	-	171 days	
		-		
		-		
Activity Use:				
3 ea –84	-	3 hr/day	100 days	
1 ea – 84 spare	-	3 hr/day	100 days	
4 ea – 78	-	3 hr/day	100 days	
1 ea – 20 w lift	-	3 hr/day	100 days	
1 ea – 20 spare w lift	-	3 hr/day	100 days	
Special Routes:				
9 ea – 20 w/lift	5.5 hr/day	-	171 days	
		-		
Summer School/ESY:				
3 ea – 20 w/lift	5.5 hr/day		15 days	
3 ea – 78	5 hr/day		15 days	
Total All Costs				

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4 – FIXED COST SHEET

Annual Cost

Manager Salaries & Benefits	_____
Dispatch Salaries and Benefits	_____
Maintenance Salaries and Benefits	_____
Facility Costs	
Rental	_____
Utilities	_____
Improvements	_____
Other(identify)	_____
Insurance	_____
Service Vehicle	_____
Spare Buses	_____
3 Type 20 Buses for District use	_____
Other Costs(identify)	_____
Total Annual Costs	_____

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REQUIRED SUBMITTAL FORMS

5 - RESIDENT BIDDER

According to ORS 279.029 Bidders must provide resident/non-resident bidder information. In order for the Molalla River School District to determine whether a bidder is a resident/non-resident bidder, the following definitions apply: a resident bidder is one who has paid unemployment taxes or income taxes in Oregon during the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and states in the bid that the bidder is a “resident” bidder pursuant to this definition. A “non-resident” bidder is one who is not a “resident” bidder pursuant to this definition.

The undersigned certifies by initialing the appropriate line below whether the bidder is a resident or non-resident.

_____ Bidder is a resident

_____ Bidder is a non-resident

Non-resident bidder is a resident of _____

Signature of Representative

Date

Company Name

Nearest Service Representative

Company Address

Phone Number

Proposer's Employer ID No.

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VIII - REQUIRED SUPPLEMENTAL INFORMATION

In additional to the required submittal forms, **Proposer** must include discrete information to address each of the areas listed below which will provide a major basis for evaluation. **Proposer** is encouraged to include other information not listed that will assist in the understanding of their proposed services and which may distinguish them from their competitors.

1. COMPANY QUALIFICATIONS

- A. How many years has the company been in business? Have there been any name changes or changes in ownership? If so, please describe fully the changes that have occurred.
- B. List all public school transportation contracts currently held in Oregon, showing the name of the district served, number of routes and the number of students being transported for each contract or if company has not done business in Oregon, comparable information from one other state.
- C. For each of three (3) of the above districts closest in size to the **District**, provide the following:
 - (1) Length of the current contract***One must be at least ten years***
 - (2) Number of home to school route **School Buses**
 - (3) Number of on-site employees at the end of the 2013 - 2014 school year.
 - (4) Total number of employees who quit or were terminated during the 2013-2014 school year
 - (5) Driver profile by years of experience/service in driving **School Bus** and overall average years of experience for each district
 - (6) Length of tenure of the on-site Manager and other staff
 - (a) at this location
 - (b) with your company
 - (c) in the student transportation industry
 - (7) Provide the name of each district and the name, mailing address, email address and phone number for the contact person in each district.
- D. For the operation closest in size to this **District**, provide the following (one copy to be submitted with proposal):
 - (1) Driver's manual
 - (2) Driver training plan
 - (3) Employee incentive plans
 - (4) Job description of the on-site Manager
 - (5) Management manual
- E. During the last five years have any contracts been terminated by school districts you serve during the life of the contract? If so, give complete details, including School District Name.
- F. During the last five years has your company lost a bid from a district that had previously been served? If so, give complete details, including School District Name.
- G. Describe any present or prior litigation your company has or had with any customer.

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H. School district you suggest we visit to help us evaluate your performance.

2. FINANCIAL STABILITY

Has the company or parent company filed Chapter 7 or 11 bankruptcy within the last 5 years? If yes, provide supporting information to the **District** indicating that it has a minimum of three (3) years of continuous financial recovery in its operations, since having filed for bankruptcy or bankruptcy protection.

3. EFFICIENCY of PERFORMANCE

- A. Explain how you would determine at what point additional **School Buses** might be required to handle increased student enrollment/ridership or possible rerouting.
- B. Explain how you would monitor adherence to route schedules?
- C. Give specific examples from the past of emergencies, such as school shut downs, emergency closures, school fires, etc., and how your company responded. Submit sample documents currently in use in a district served by your company for handling such emergencies.
- D. Describe how the vehicle maintenance facility would be equipped. Describe in particular the major equipment that will be on site for maintenance and repair of **School Buses**.
- E. It is in the **District's** interest that all employees have clear expectations as to the job they are performing (and to see that the job they are performing is in alignment with **District Services** and quality expectations). **Proposer** must submit complete and detailed job descriptions for each position and performance standards. **Proposer** must submit a full description of the training program provided for their drivers.
- F. **Proposer** shall provide maintenance personnel experienced and knowledgeable in the area of **School Bus** maintenance. Maintenance personnel will be required to understand maintenance requirements and standards applicable to **ODE**. Provide the qualification requirements for you maintenance staff.
- G. Explain how your company will assure the **District** that substitute drivers will be available and prepared to perform reliably and safely.
- H. Provide a description and example of your company's current camera monitoring and maintenance procedures including documentation used in other districts. Please identify the school district used in the example.

4. QUALIFICATIONS OF MANAGEMENT

The District strongly believes that the individuals in management positions are critical to the provision of consistent and high-quality transportation services. We expect the on-site Manager

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to be a visible and participating member of our community, and to enhance the reputation of the **District** for sound management.

- A. Describe your company's structure in terms of the decisions that are made at each level. What decisions can be made by your local Manager, and which areas require approval from the central office of your organization? What are the timelines involved?
- B. Identify the person, if you can, who will be the proposed local Manager and provide a resume.
- C. In the event of an extended absence of your local Manager, what backup will be provided? If an individual, give his or her name and include a resume.
- D. Give examples of the documents that are submitted to your company by your local managers on a regular basis.
- E. For key personnel providing support for the on-site Manager, including those individuals in direct supervisory positions over the on-site Manager, provide the following information:
 - (1) Name and proposed position the person may be selected to fill
 - (2) Tenure with your firm in years
 - (3) Experience in related positions within your firm or with other firms in years
 - (4) Current and two most recent previous positions, including the location/district of the position, the position's title, a description of responsibilities and authority, including the number of **School Buses** and/or drivers, and the dates between which the position was held.
- F. Provide the names and qualifications of those persons within your company who would have immediate authority over the on-site Manager and those persons who would play an advisory role to the on-site Manager in the areas of a) operations, b) training and personnel, c) safety and d) maintenance.

5. QUALIFICATIONS OF DRIVERS

The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.

- A. What programs do you use for enhancing employee morale and attitudes?
- B. Outline the methods you use for recognizing employee service. Give specific examples.
- C. Provide the percentage of drivers who have graduated from high school.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 1415-01) - Student Transportation Services

- D. Enclose a copy of the **Proposer's** drug policy, including procedures for mandatory testing, to be implemented in this **District**. Provide the name and address of the **Proposer's** Medical Review Officer (MRO).
- E. Within your organization, what percentage of your drivers have been with the company for five, ten, fifteen and twenty years?
- F. Describe your process for the recruitment of drivers.
- G. Define the methods you use to screen and select drivers from among the applicants. Include the criteria/standards you use, and the reasons that you might use to reject an applicant.
- H. If you check references on drivers, submit a list of the questions asked.
- I. Describe your training program for driver applicants who have no experience driving school buses. Describe the program components and content of your training program, and include an outline of the course of study.
- J. Describe your in-service training and retraining program for drivers. Describe the program components and content of your training program, and include an outline of the course of study. Define the amount of training provided to drivers in a twelve-month period.
- K. Describe in detail your current driver motivation, evaluation and discipline programs, including how you take into account safety, absences, tardiness, on-time route performance, tenure on the job, complaints, driving practices.
- L. Describe how you monitor absence rates. What was the average percentage of drivers that failed to report for work, for any reason, in the three (3) comparable districts previously identified. This should be for the 2013-2014 school year.
- M. What are your policies for driver interaction with students?
- N. Describe your experience and procedures for transporting students with disabilities.
- O. Explain your student management/relations program.

6. DRIVER PERSONNEL(Oregon Operations)

- A. **Proposer** shall provide the details of its employee compensation package. This will include all benefits paid to or on behalf of employees. These could include but not be limited to health insurance, retirement plan, vacation, sick leave and other elements that increase the ability to retain qualified employees to provide **Services** to the **District**.
- B. Driver base rate schedule proposed for this **Contract** in 2015-2016.
- C. Total number of drivers currently employed by the company.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 1415-01) - Student Transportation Services

7. RESPONSIVENESS TO DISTRICT NEEDS

The company that provides transportation services will have adequate **School Buses** to guarantee service for all **District** student transportation needs.

- A. How does your company monitor early and late runs (arriving at a stop five minutes early or late)?
- B. In the event that there is a temporary need for more than the number of **School Buses** specified in this Request for Proposals, would you be able to respond? If so, where would the additional **School Buses** be obtained?
- C. Provide information regarding overall labor relations including strike provisions and past experience.

8. SAFETY OF OPERATIONS

A critical aspect of any transportation program is the safety of students. The **District** expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicle, communication with the terminal, and high quality maintenance of **School Buses**.

- A. Provide information regarding your established, continuing safety program, describe the operation, contents, and requirements of the program.
- B. Describe how your company meets Oregon's OSHA safety committee requirements including frequency, format and description of meetings.
- C. Each **Proposer** shall demonstrate the effectiveness of their ongoing safety programs by submitting their workers' comp mod rate (if separate policies are in force, show the rate for the five comparable school districts listed).
- D. Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.
- E. Describe the preventive maintenance program for the vehicle fleets that your company manages. Include samples of records, checklists and a description of how you ensure that each vehicle actually receives the required maintenance within the scheduled interval.
- F. In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.
- G. Describe how you maintain records and evaluations of road failures.
- H. How many road failures per month based on the fleet size ratio did your company experience during the 2013-2014 school year?

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 1415-01) - Student Transportation Services

- I. Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.
- J. List other emergency instructions and how your company has handled these situations.
- K. Describe your present procedures for inclement weather conditions.
- L. Describe your experience and procedures for transporting students with disabilities.
- M. Describe your training program for students.
- N. Describe in detail your company's anti-idling policies and procedures.

9. EVIDENCE OF POSITIVE INDIVIDUAL SCHOOL AND OVERALL SCHOOL DISTRICT RELATIONS

- A. Give specific examples of the nature and frequency of presentations that you have made to school boards.
- B. Give examples of three difficult situations faced in your current contracts that have risen to the level of school board concern, and describe how you handled them.
- C. Give examples of lesson plans and materials used in classroom presentations on bus safety and related matters.
- D. Describe in detail your complaint management procedures. Include documentation and samples of forms used.
- E. Describe how your company logs complaints and how the information is used.
- F. Provide a detailed explanation of how discipline and management of students is handled, including a description of the roles of the driver, transportation supervisor, principal, classroom teacher and parent and students.

10. EVIDENCE OF POSITIVE PARENT, SCHOOL STAFF AND COMMUNITY RELATIONS

- 1. Describe any procedures and policies used in dealing with parents and the public.
- 2. Describe the ways in which your company has been involved in the communities it serves.

11. EQUIPMENT USED

- a. Provide a detailed schedule of the proposed **School Bus** fleet configuration.
- B. Describe the radio system to be used on **School Buses** and its expected coverage area.
- C. Describe how **Proposer** will assure bus communications will not be limited by the geographic terrain of the **District**?

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 1415-01) - Student Transportation Services

- D. History of Break Downs: **Proposer** shall furnish a recap, for the previous twelve operating months, showing a history of equipment breakdowns or failures that occurred in at least one school district approximately the same size as Molalla River School District. Information should include the date breakdown occurred, part or equipment that failed, if breakdown resulted in late arrival to school or home and if so how late, and as a result of equipment breakdown or failure was a spare bus dispatched.
- E. Describe your company's preventative maintenance program for your vehicles. Include a copy of your written maintenance program if one exists.

12. FACILITIES

Provide a detailed description of **Proposer's** planned maintenance, vehicle parking, **School Bus** storage, office, and drivers' training facilities. Included in this description shall be the overall size, number of maintenance/repair bays, of **Proposer's School Bus** maintenance/parking facility.

13. OIL RECYCLE PROGRAM

Describe your company's oil recycling program, including whether industrial or lubricating oil has a percentage of recycled oil, or why your company does not have a program.

14. INSURANCE DATA

- A. Provide copies without omission or gaps of actual insurance policies' cover pages "or similar document" covering Workers' Compensation, commercial general liability, automobile liability, umbrella excess liability, additional insured working, and hold harmless wording.
- B. Provide the names and addresses of the insurance companies, insuring your operation for: Commercial General Liability and Property Damage, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation.
- C. If your **Proposal** is actively considered by the **District** will **Proposer** request and authorize your insurance carrier(s) to furnish in writing your accident loss ratio or related information?

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 1415-01) - Student Transportation Services

APPENDIX A

Current Contract.....

Miles and Costs

MRSD Transportation RFP

MRSD Transportation RFP Addendum #1

MRSD Transportation RFP Addendum #2

November and October 2014 Invoices.....

Summer School 2014 Invoices.....

TRANSPORTATION AGREEMENT AMENDMENT

THIS AGREEMENT is made this 1st day of July 20011 by and between MOLALLA RIVER SCHOOL DISTRICT #35, hereinafter called the District, and FIRST STUDENT, INC., hereinafter called the Contractor.

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

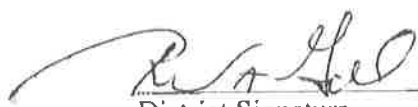
1. The proposed rate schedule item 7. Activity vehicles driven by District staff is not adequate in defining how and when the hourly rate is to be applied. The intent of both parties is that the hourly rate should apply during the actual time the vehicle is operated with certain hourly minimums as described below.


All District drivers are required to use ZONAR® to record actual operation. Should any driver choose not to do so then any reference to a 1.5 hour minimum will be replaced by a 4.0 hour minimum. On days of travel if the ZONAR® is not used then the miles driven will be divided by fifty miles per hour to arrive at hours operated and then 4.0 hours will be added.

A. Single day trip – actual hours operated or minimum 1.5 hours

B. Multiple day trip – The days of travel will be actual hours operated

The days at the destination will be the greater of actual hours operated or 1.5 hours.


District Signature
Richard A Gill
Print Name
Business Manager
Title
7-13-11
Date


Contractor Signature
MARK ELMS
Print Name
Region Vice President
Title
7/13/11
Date

TRANSPORTATION AGREEMENT

THIS AGREEMENT is made this 10th day of December 2009 by and between MOLALLA RIVER SCHOOL DISTRICT #35, hereinafter called the District, and FIRST STUDENT, INC., hereinafter called the Contractor.

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

- I. The Contractor agrees to furnish Pupil Transportation Services to the District in Compliance with all of the terms, conditions, requirement, and obligations detailed in the Molalla River School District Request for Proposals No. 0910-01, all addenda attached thereto, Contractor's Proposal with all exhibits attached thereto and the Rate Tables submitted with the Contractor's Proposal, (the "Contract Documents".) Further, the parties understand and agree that each of the Proposal Documents are a part of the complete Contract as if each were set forth entirely within this Contract, except for agreed changes to the Contract Documents as set forth herein or any mutually agreed and executed amendment hereto.
- II. The terms of the REQUEST FOR PROPOSAL are hereby amended as follows:

A.) MINIMUM DAYS-

The Contractor's rates provided in the proposal were based on the assumption that we would provide 171 days of service. Should the District operate less than 171 days, the following daily rate would apply to every day less than 171.

Rate Reduction for Operations Less than 171 days -The minimum daily rate for each regular route bus will be reduced for each day operated less than 171 days as follows:

84-89 Passenger Heavy-duty Transit Bus	<u>\$ 121.08 - 56.03 = 65.05</u>
65-78 Passenger Transit or Conventional Bus	<u>\$ 121.08 - 56.03 = 65.05</u>
12-30 Passenger Mini Bus w/o Lift	<u>\$ 121.08 - 56.03 = 65.05</u>
12-30 Passenger Mini Bus w/Lift	<u>\$ 121.08 - 56.03 = 65.05</u>

Should the District elect to change the education calendar to reflect a four (4) day week, the District and the Contractor agree to negotiate alternate rates to accommodate the change in school calendar.

B.) SPECIAL NEEDS ROUTING-

First Student agrees to develop a route for a new Special Needs Student within (10) ten days, of notification. There is the possibility of a delay in the routing of Special Needs Students if required specialized equipment is not immediately available. First Student agrees to notify the District immediately upon this determination, and will work with closely with the District to develop a solution.

C.) INDEMNIFICATION

RFP Document Location: Page 12-50

Section 6 "Hold Harmless"

"In addition to the insurance requirements... without limitation, costs, litigation expenses, counsel fees and liabilities with respect... or related thereto, except to the extent such is caused by the negligence and/or willful misconduct of District, Board, its officers, employees and/or agents."

III. The SCOPE OF SERVICE shall be deemed to be amended to conform to the agreed changes set forth herein. In the event of any conflict between the terms of any of the Contract Documents and the terms set forth herein, the terms hereof or of any later mutually agreed and executed amendment hereto will control. If there is any conflict between or among the terms of any of the Contract Documents, the terms of the later dated document will control and the more specific terms addressing a specific item or topic will control over the more general term, unless otherwise provided in a mutually agreed and executed document.

Wayne D. Kostur
District Signature
WAYNE D. KOSTUR
Print Name
Supt.
Title
December 11, 2009
Date

Mark Elias
Contractor Signature
Mark Elias
Print Name
Region vice president
Title
12/17/09
Date

2012-2013 2013 - 2014 2014-205

**Per ODE Pupil Transportation
Report**

Reimbursable Miles	642,408	667,170
Nonreimbursable Miles	28,171	31,086

Per MRSD Fincl Reports

Reimb Transportation Exp	1,915,155	1,877,266
Nonreimb Transprtn Exp	35,489	39,618

Per MRSD Adopted Budget

Reimb Transportation Exp		1,949,417
Nonreimb Transprtn Exp		30,000

Molalla River School District #35
412 S. Sweigle Ave
P.O. Box 188
Molalla, OR 97038

REQUEST FOR PROPOSALS
(RFP No. 0910-01)

FOR

STUDENT TRANSPORTATION SERVICES

DIRECT ALL INQUIRIES TO:

Rick Gill, Business Manager

Phone 503-829-2359

Fax 503-829-5540

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

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MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0607-02) - Student Transportation Services

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MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

ADVERTISEMENT

MOLALLA RIVER SCHOOL DISTRICT NO. 35, MOLALLA, OREGON

Sealed proposals will be received at the Business Office of the Molalla River School District, 412 S Sweigle Ave, Molalla, OR 97038, until 3:00 PM, Pacific Standard Time October 30, 2009, for services as described in the specifications on file in the District Business Office.

Proposals will address the provision of pupil transportation for District students including home to school, special programs, co-curricular activities and field trips for the minimum period beginning July 1, 2010 through June 30, 2015.

Attention is called to the provisions of the Oregon Statutes, Chapter 279. The bidder must indicate if bidder is a resident bidder as defined in ORS 279.029 and if the contractor and subcontractors are licensed under ORS 701.005 – 701.055.

Any company or individual interested in submitting a proposal for pupil transportation services is required to first register with the District by submitting a "Letter of Interest" on Proposer's official letterhead indicating the Proposer's name, mailing address, e-mail address, phone number, stating Proposer's intent to provide District with a Proposal for Pupil Transportation Services. To register Proposer shall submit a "Certified" letter to the District, at the address shown above, by no later than the close of business (4:00 PM) on October 16, 2009. Formal contractor pre-qualification is not required.

The Molalla River School District 35 reserves the right to reject any or all proposals.

Rick Gill
Business Manager
503-829-2359

Publish: Daily Journal of Commerce
October 6, 2009

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

PROPOSAL SELECTION TIMELINE

Advertisement for Proposals	October 6, 2009
Letter of Intent Submission	October 16, 2009
Submission Deadline & Proposal Opening	October 30, 2009
Selection Committee Evaluation	November 2-November 10, 2009
Recommendation to School Board/Contract Award	November, 12, 2009
Contractor to Begin Service	July 1, 2010

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

I - INTRODUCTION

Molalla River School District 35 is posting a request for proposals (RFP) for School Bus Transportation Services. The Board Policy DJC Bidding Requirements presents the rules and regulations that govern this solicitation. It is the School District's intention to determine the most responsible **Proposer** through evaluation of various criteria including, but not limited to: Price (overall cost of services to be rendered), quality of management and operations, company stability, service reputation, length of time in business, preventive maintenance program, safety program and technology and equipment (buses) that will handle the number of students to be transported daily. The proposals will be evaluated from the standpoint of capability to serve District needs in an efficient and safe manner and to provide leadership in evaluating current routing, bus stops, etc.

First Student, Inc., is currently providing student transportation for the Molalla River School District, with corporate offices located in Vancouver, WA. Contractor currently provides all student transportation, including activities.

The successful **Proposer** will provide necessary leadership, coordination and cooperation to assure that services are responsive to the needs of the District and are consistent with district policy, state requirements and all other applicable laws and regulations.

The services and equipment required and offered in your proposal shall meet the needs as described within this RFP and relating to the number of students transported daily. You may include any special or unique services you plan to provide. No alternate routing proposals will be accepted. Any alternate routing, or elimination of routes will be dealt with only after the successful **Proposer** has been selected.

Proposals will be evaluated by the District's Transportation Selection Committee, which consists of representation from the District's Administration and School Board. The Transportation Selection Committee will review all documents submitted as a part of each proposal. The District reserves the right to make unannounced visitations to other sites where the **Proposer** is currently providing services. The District may request interviews with proposed site management personnel of companies submitting proposals.

The contract for student transportation services will be awarded to the **Proposer** whose proposal best meets the District's needs. It is the District's intention to determine the best, responsive, and responsible **Proposer** pursuant to the following criteria outlined in *Section V* of this RFP.

District officials may hold discussions with representatives of **Proposer** who submit proposals determined to be reasonably susceptible of being selected for award. Any clarification of a proposal by **Proposer** shall be in writing. The District will keep a detailed record of all discussions.

It is understood that the Board of Directors reserves the right to reject any or all proposals, or waive any informality in a proposal; and, it is expressly contemplated that no contract exists on the part of the District until formal written notice has been given or until a contract is executed. It is understood that

the Board of Directors reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the District.

Should a **Proposer** find discrepancies or ambiguities in, or omissions from, the specifications, the **Proposer** must notify the District Business Office who will then send a written correction to all **Proposers**. The District will not be responsible for any oral instructions. All written corrections sent to **Proposers** are to be considered in the proposal, and do become part of the Request for Proposal Document. All requests for additional information, from any **Proposer**, must be received by the District in writing. Likewise, all additional information or answers to questions provided by the District to any **Proposer** shall be given in writing and supplied to all registered **Proposers**. The submission of a proposal will be construed to mean that the **Proposer** understands the requirements and that he/she can supply the services as specified.

About the District – Molalla River School District is centered in Molalla, Oregon, and serves the communities of Clarkes, Dickey Prairie, Maple Grove, Molalla, Mulino, Rural Dell and Schuebel within its 225 square mile boundary. The District serves approximately 2,600 students in grades K-12. The student population has been stable to slightly growing over the past few years. The next few years the students served will be declining.. The District serves students with (5) elementary schools, (1) middle school and (1) high school. Maple Grove Elementary will be closed at the end of the 2009 – 2010 school year reducing the elementary schools to four.

The District is geographically located from the foothills of the Cascades following the Molalla River into the Willamette Valley. As such there are many narrow rural roads throughout the District. While the majority of the District experiences fairly mild weather throughout the year, snow and ice are typical within higher elevations of the district, which partially affects many bus routes. The Contractor must be prepared to operate school bus routes during times of adverse weather, unless student safety, road closures or other safety related issues prevail. In such cases the Contractor is responsible for alerting the District of such conditions in a timely manner so as to permit the implementation of school closure or late school start-up plans.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

II – Letter of Interest

Pre-Proposal Registration:

Any company or individual interested in submitting a proposal for pupil transportation services is **required** to first register with the District by submitting a “Letter of Interest” on **Proposer’s** official letterhead indicating the **Proposer’s** name, mailing address, e-mail address, phone number, stating **Proposer’s** intent to provide District with a Proposal for Pupil Transportation Services. To register **Proposer** shall submit a “Certified” letter to the District, at the address shown below, by no later than the close of business (4:00 PM) on October 16, 2009.

Mailing Address: Rick Gill, Business Manager
Molalla River School District Office
PO Box 188
412 S Sweigle Ave.
Molalla, OR 97038

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

III - GENERAL PROPOSAL INSTRUCTIONS

1. FORMAT OF BID

Each bidder is invited to submit a proposal for services based upon the items described within this RFP. All bids shall be sealed in an opaque envelope and addressed as follows:

MOLALLA RIVER SCHOOL DISTRICT 35
Attention: Business Office
PO Box 188
412 S. Sweigle Ave.
Molalla, OR 97038

In addition, the name and address of the **Proposer** and the title of the proposal IDENTICAL in wording to that appearing on the cover of these specifications MUST appear on the outside of said envelope. (i.e. REQUEST FOR PROPOSALS (RFP 0910-01) – STUDENT TRANSPORTATION SERVICES). The Business Office of the Molalla River School District 35 must receive all proposals no later than October 30, 2009, 3:00 pm, Pacific Standard Time.

The District is NOT responsible for proposals delivered to any location other than the Business Office either by the **Proposer**, postal department or any other.

The proposal shall include all documents and information specified within this RFP. Required documents in *Section VIII*, where applicable, shall be signed with ink or indelible pencil, as follows:

- (1) In the case of an individual bidder, by such individual bidder;
- (2) In the case of a partnership, the name of the partnership must appear on such proposal and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such proposal;
- (3) In the case of a corporation, the president or other managing officer shall subscribe the corporate name, and there shall be set forth under the signature of such officer the name of the office he/she holds or the capacity on which he/she acts for such corporation.

Facsimile (FAX) transmissions of proposals will not be accepted.

2. PROHIBITION OF ALTERATIONS

Proposals which are incomplete or conditioned, or which contain any erasures, alterations, addition of items not called for in the Project Specifications, or that contain irregularities of any kind, or which are not in conformity with the law may be rejected, as well as proposals that take exception to specifications or those that place conditions on the services, unless specifically indicated as acceptable.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

IV - COMPLAINTS AND REMEDIES

The District's designated Contract Officer for this process is Rick Gill Business Manager. The Contract Officer, will handle all objections, complaints, and inquiries regarding this RFP, and the selection of a **Contractor**. The Contract Officer may be contacted at the following address:

Rick Gill, Business Manager
MOLALLA RIVER SCHOOL DISTRICT
PO BOX 188
412 S Sweigle Ave
Molalla, OR 97038
and/or by telephone at (503) 829 - 2359

Any protest of these proposal specifications must be presented to the Contract Officer in writing not less than 10-days prior to the proposal opening, and the envelope containing a protest shall be marked as follows:

**“PROPOSAL SPECIFICATIONS PROTEST, STUDENT
TRANSPORTATION CONTRACT”**

In response to such protest, an addendum may be issued, if deemed appropriate by the Contract Officer, or their designee.

Any **Proposer** who submits a Proposal to the District and who is adversely affected by the District's award to another **Proposer** may protest the contract award to another **Proposer** by filing a written protest to the above reference contracting officer within five days of issuance of the notice of intent to award the Contract. The protest must specify the grounds on which a protest is based. A **Proposer** is only adversely affected if it is next in line for the award as the best responsive and responsible proposal. Protests will be reviewed based upon written documents submitted by the protester, and the District's response will be in writing. The District may award a contract while a protest is pending.

The Molalla River School District Board of Education is the public contract review board for the Molalla River School District with the powers to act in the capacity as defined in Oregon Statutes and Administrative Rules.

ACCEPTANCE OF CONDITIONS:

Each **Proposer**, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

V - EVALUATION

The proposals shall be subjectively evaluated by a committee with points assigned based upon desirable features. Those proposals submitted that do not meet mandatory requirements will not be rated.

The evaluation committee shall consist of:

- | | |
|--|---|
| 1. School Board Member | 5. Special Education Department |
| 2. Principal From Elementary Grade Level | 6. Administrator From Secondary Grade Level |
| 3. District Business Manager | |
| 4. Superintendent | |

The role of the Evaluation Committee shall include a complete review of all documents submitted and may include on-site visitations to locations served as well as conferring with selected clients of the Contractor. It may also involve meeting with those Contractors selected to review their proposals. The District School Board will make the final decision on hiring a contractor.

All proposals from qualified transportation companies that provide the entire minimum required proposal will then be evaluated on the following criteria:

	<u>Evaluation Points</u>
1. Cost/Fee Rates.	40 points
2. Company stability, service reputation, and length of time in business.	35 points
3. Financial Strength of Proposer .	25 points
4. Qualifications and experience of management and staff, driver selection programs and training including pupil management, and ability to retain qualified employees.	20 points
5. Ability to meet or exceed the performance goals and requirements of District as set forth in this Request for Proposal.	20 points
6. Fleet plan: Replacement plan for equipment and quality of maintenance program.	20 points
7. Safety program, history and procedures.	20 points
8. Proven history and demonstrated company posture in dealing with parents, community relations, and school staff.	20 points

TOTAL 200 points

In addition to the above basic criteria, the following factors will be reviewed and considered:

- a. Motivation
- b. Professionalism
- c. Philosophy of Service
- d. Flexibility

In those cases where it is felt that a clearer understanding of the proposal is in order, the Molalla River School District, through the evaluation committee, reserves the right to invite one or more providers to present their proposals, in person, to the committee or School Board.

DISCLOSURE

Proposals will not be made a part of the public record until after the evaluation process is completed. Said files including the evaluation report will then be available for public review.

DISCLOSURE OF INTEREST

No employee or elected official of the District may own more than 5% of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

VI (a) - TERMS AND CONDITIONS – GENERAL

By submitting a proposal in response to this solicitation, **Proposer** agrees to the following terms and conditions of service to District:

1. DEFINITION OF KEY TERMS:

PROPOSER - An individual or company, experienced and qualified in the area of school bus operations that elects to provide District a proposal for providing pupil transportation services.

PROPOSAL - Detailed information provided by a **Proposer** outlining the manner in which **Proposer** intends to provide pupil transportation services to the District.

CONTRACTOR - Successful **Proposer**

DISTRICT – Molalla River School District 35

SCHOOL BUS or BUSES - Regulation School Bus that meets or exceeds the State of Oregon minimum standards

2. TERM:

District will award a contract for an initial (5) year period. This initial term shall begin on July 1, 2010 and expire on June 30, 2015. The contract may be extended in years subsequent to the initial contract by mutual written Contract of the parties. Subsequent contract terms may occur in increments of 1 to 5 years. Such extensions must be agreed upon by January 31 of the final contract year or the contract will expire at the ending date of the term then in effect.

3. DISTRICT POLICIES:

A. The District shall have the exclusive right and obligation to set standards or policies for District operations. Policies include those regarding student transportation in general, and in particular as to the beginning and ending time of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure times, railroad crossings, current route descriptions, student discipline and all other pertinent policies relating to transportation.

B. The District shall designate the students for whom **Contractor** shall provide Regular Service. **Contractor** shall provide Regular Service for such students for each day that school is in session during the term of this Contract and shall provide other Special Service for such students and authorized District Personnel as the District may require.

4. **INDEPENDENT CONTRACTOR**

Contractor is an Independent Contractor responsible to furnish transportation only, pursuant to this Contract, and neither **Contractor** nor any agent, officer or employee of **Contractor** shall be held or deemed in any way to be an agent, employee, officer or official of the District as those terms as used in ORS 30.265. None of the benefits provided by the District to its employees is available from the District to the employees, agents or servants of the **Contractor**. **Contractor** shall be solely responsible for **Contractor's** acts and for the acts of **Contractor's** agents, officers, and employees during the performance of the Contract, and at all other times, and District shall have no power or control pertinent to the acts of any said persons.

5. **INSURANCE**

- A. The **Contractor** at its sole expense shall procure and furnish the District with a Certificate of Insurance naming District, including its Board of Directors, Officers, Agents and Employees, acting on behalf of District, as additional insured. The Certificate of Insurance shall be provided annually and maintained on file continuously, for the term of the Contract, at the District Office. The insurance minimums satisfactory to the District shall be as set forth below. The insurance shall be kept current during the Contract and the District requires a thirty days (30) written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.
- B. The **Contractor** shall provide general liability and automobile liability insurance, protecting the District as an additional insured, its agents and employees acting in their official capacities as such, the **Contractor** as a named insured, drivers and other related personnel from any claim for damages for personal injury or death and from damage to property which may arise from operations of the **Contractor** under the Contract.

The following minimum limits apply to the General Liability insurance requirements:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$5,000	Medical Payments per person
\$4,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$5,000,000 for all coverage combined.

The following minimum limits apply to the Commercial Auto insurance requirements:

\$1,000,000	for Each Person (Bodily injury)
\$1,000,000	for Property Damage
\$1,000,000	for Under insured (and Uninsured) motorists
\$5,000	Medical Payments per person
\$4,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$5,000,000 for all coverage combined. Indicate in the proposal the amount that the contractor will carry.

C. Workers' Compensation Insurance shall be maintained as required by law.

6. **HOLD HARMLESS**

In addition to the insurance requirements included as part of the Contract, the **Contractor** shall also defend, indemnify and hold harmless the District and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whosoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the **Contractor**, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto.

7. **FORCE MAJEURE**

A. In the event **Contractor** is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes, the District shall excuse **Contractor** from performance hereunder and shall have the right, but not be required, to take over the safe and legal operation of such buses that **Contractor** is prevented from running with school employees, or other persons as the District may deem appropriate until **Contractor** is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the District shall pay to the **Contractor** for buses used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and cost incurred by the District in securing the services of such operating personnel. The **Contractor** shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the **Contractor**.

If neither the District nor the **Contractor** operates the buses, the District is not obligated to any payments.

B. **Contractor** agrees to make every reasonable effort to provide transportation in the event of a strike by the District's employees.

8. **ARBITRATION**

Any Contract regarding the interpretation, meaning or effect of any provision of the Contract may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within (60) sixty-days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.

9. **ASSIGNMENT OF CONTRACT:**

Neither this Contract nor any interest herein shall be assigned to any other party or parties without the prior written consent of the District. In the event of any attempt to transfer interest without District's permission, District may terminate this Contract with a notice period of its own choosing.

10. FUNDING

The parties recognize that revenue needed to fund this Contract must be approved by established budget procedures. The parties also recognize that the revenue received by the District is sometimes affected by circumstances outside the control of the District. This Contract, therefore, is entered into contingent upon the ability of the District to fund this Contract. Should the District experience an unexpected shortfall, which would affect the District's ability to fund this Contract the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Contract. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the District and the **Contractor**.

11. SEVERABILITY:

Should any provision of the Contract between the District and **Contractor**, or the application thereof, be held invalid or unenforceable, the remainder of the Contract and the application thereof, 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.

12. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

Prior to the establishment of any Contract, the potential **Contractor** shall certify in writing to the District that no relationship exists between the potential **Contractor** and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the potential **Contractor** and another person or organization that constitutes a conflict or interest with respect to an Contract with the District. The District may waive this provision, in writing, if these relationships of the potential **Contractor** will not be adverse to the interests of the District.

13. TAXES:

The District is tax-exempt and any tax liability that might be incurred by the **Contractor** for personal or real property is the sole responsibility of the **Contractor**.

14. TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES:

A. The District may terminate this Contract immediately in the event that the District's board or superintendent reasonably concludes that **Contractor's** performance under this Contract has endangered the health, safety or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to **Contractor** by either delivery of written notice of such termination to **Contractor's** local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by **Contractor** to District for the purposes of delivering notices under the Contract.

- B. District may otherwise terminate this Contract with **Contractor**, without cause, by giving 180 days written notice of termination to **Contractor**. Said notice to be delivered by either delivery of written notice of such termination to **Contractor's** local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by **Contractor** to District for the purposes of delivering notices under this Contract.
- C. District may terminate this Contract if District gives written notice to **Contractor** of its intent to terminate this Contract if **Contractor** is in default under the Contract for any of the reasons set forth below in this section and **Contractor** should fail within 60 days after receiving such notice from the District to remedy said default set forth in the notice from District. The following events shall be a default by **Contractor** and shall be subject to this 60 day notice requirement:
- (1) Should **Contractor** be or become insolvent.
 - (2) Should **Contractor** make a general assignment for the benefit of creditors.
 - (3) Should **Contractor** file for protection under the bankruptcy laws of the United States.
 - (4) Should **Contractor** repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in this Contract.
 - (5) Should **Contractor** regularly fail to perform the transportation services required under this Contract in compliance with the required time schedule.
 - (6) Should **Contractor** regularly fail to comply with District transportation policies.
 - (7) Should **Contractor** willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the District, which are consistent with this Contract.
 - (8) Should **Contractor** commit any other material breach of this Contract.
- D. In the event of termination under any provision herein, District, at its sole discretion, may elect to purchase from **Contractor** all or selected transportation vehicles then in use in the District. The purchase of vehicles under this provision shall be at the then current fair market value. District must give written notice to **Contractor** of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 30 days of the notice of termination or intent to terminate.

15. AFFIRMATIVE ACTION:

- A. The Equal Opportunity and Affirmative Action provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 therein are hereby incorporated by reference. **Contractor** represents, by acceptance of this Contract, that it will comply with such Executive Orders and rules and regulations, and amendments thereto, to the extent the same are applicable to the provision or subcontracting of services or work under this Contract.
- B. **Contractor** agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: Recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; or

rendition of services. **Contractor** further understands and agrees that violation of this clause may be treated by District as a material breach of this Contract, unless **Contractor** makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

VI (b) - TERMS AND CONDITIONS – SPECIFIC

Under Contract with the District, Contractor agrees as follow:

1. SCOPE OF SERVICE:

- A. To provide safe transportation to and from school and school-related functions. A typical regular school year will require 171 student transportation days. Total days may vary slightly from year to year.
- B. To maintain orderly behavior and conduct of students on buses.
- C. To provide a close working relationship between the management of the company and the administration and management of the school district.
- D. To provide positive public relations between the **Contractor**, the District, and its patrons.
- E. To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes unless extended riding time beyond the 60 minutes has been approved in advance by the District.

2. CONTRACTOR EQUIPMENT:

A. MAXIMUM ALLOWABLE BUS/VEHICLE AGE:

Average age of all buses shall not exceed 8 (eight) years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the contract:

- (1) Conventional gas buses ten (10) years.
- (2) Conventional diesel buses twelve (12) years
- (3) Transit buses twelve (12) years.
- (4) Conventional small bus or van eight (8) years

B. APPROVAL:

Both the Oregon State Department of Education and the District shall approve all used equipment.

C. CONDITION AND MAINTENANCE:

Contractor shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and Federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass the State School Bus Inspection. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. All repairs shall be repaired within 15 days of occurrence, unless otherwise approved by the District. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance.

Contractor shall administer on all buses and vehicles used by Contract in the transportation of students, an extensive preventative maintenance program which shall include the minimum:

- (1) A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 10th of every contract year or every (25,000) twenty-five thousand miles, whichever comes first. No inspection period, from the last to the most current, shall exceed (12) twelve months.
- (2) A daily pre-trip bus inspection, and withdrawing a bus from service if a serious defect exists which includes, but is not limited to steering, brakes, primary vision, exhaust, wheels, or tires.

D. FLEET SIZE:

Contractor shall have a fleet of adequate number and capability to guarantee service for all of the District's student transportation needs, including basic Home-to-School, special education needs, activities, athletics and field trips. Equipment will be added when needed to meet increasing needs. Such additions must be pre-approved by the District. The District's initial fleet request is listed below. In addition to this, the District welcomes an alternative suggested fleet configuration by the Proposer based on information given in *Section VII* of this RFP.

- (1) Regular Home-to-School: Provide as a minimum 27 (twenty seven) 71 to 89 passenger buses (plus minimum of 3 spares)
- (2) Special Education: Provide as a minimum 9 (nine) 15 to 30 passenger (Type A or A1) buses (plus minimum of 2 spares). Seating and wheelchair configurations must meet the needs of District students, which may vary from year to year.
- (3) Activities, athletics and field trips: Provide as a minimum:
 - (a.) 3 (three) 84 passenger heavy duty transit buses with under carriage luggage storage
 - (b.) 3 (three) type 20 vehicles limited to maximum of 15 passengers, 10,000 pound gross vehicle weight. The district will insure for libelous acts and vehicle damage when these vehicles are operated by district employees. Contractor will be responsible for all other operating costs. The estimated mileage per vehicle is estimated to be less than 10,000.
- (4) Where possible, the above activity vehicles may be maintained within the spare and/or regular fleet provided they are available as needed for activity use. **Contractor** shall dedicate vehicles for exclusive activity use if necessary to ensure availability for activity needs.
- (5) Spare buses: Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reason of breakdown, maintenance or emergency. **Contractor** shall keep ample spare buses and other equipment available to ensure that **Contractor** can provide uninterrupted student transportation service with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the District. **Contractor** shall also have on hand personnel able to react within this time frame. Minimum spare

performance requirements are defined above. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

E. DISTRICT INSPECTION:

The District retains the unrestricted right to inspect at any time the **Contractor's** facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with Contract terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the **Contractor** shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the District.

F. FOUR WHEEL DRIVE VEHICLE:

Contractor shall provide at least one four wheel drive service vehicle that will be on site for use as a service vehicle, for road calls, inclement weather, and other needed uses.

G. RADIOS:

Contractor shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a District approved two-way radio or other communication system. Contractor must specify system planned to be provided.

H. VIDEO/DIGITAL MONITORING EQUIPMENT:

All regular Home-to-School buses will be equipped for cameras and digital monitoring system.

- (1) There will be at a minimum 10 operating cameras installed and in use for the fleet at all times to be rotated on a periodic basis among buses.
- (2) Systems will include a camera, recording device, and microphone. System components to be approved by the District.

I. REQUIRED MODIFICATION OF BUSES:

Any installation of equipment modifications required by a change in law or regulation shall be the responsibility of the Contractor. Any installation or modification of equipment required by the District in addition to laws or regulations, shall be done by the Contractor, with reimbursement to be made by the District at a prior approved cost. Cost of such District required modifications noted in this RFP shall be included within initial proposed fees in *Section VIII*.

3. FACILITIES

Contractor is responsible, at its cost, for acquisition and maintenance of office, maintenance, parking and other facilities necessary to perform agreed services to the District.

4. ROUTING:

A. REGULAR HOME-TO-SCHOOL ROUTES:

Contractor shall maintain responsibility for development of all routes and route changes. The District reserves the right to require adjustments to routes where determined by the district to be in its best interest.

B. SPECIAL EDUCATION:

The **Contractor** shall provide services, both in and out of the district, to transport special education students as required by the District, including provision of necessary vehicles to accommodate all special needs. It is understood that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.

- (1) The **Contractor** shall be responsible for developing and coordinating Special Education routes inside and outside of the District boundaries. The **Contractor** will assist the District in communicating routing information to both parents and schools.
- (2) The **Contractor** shall pick up and drop off Special Education students on the same side of the street where they reside. **Contractor** shall deliver the students to emergency locations whenever directed by the District.
- (3) The District shall provide the **Contractor** with names, addresses, number of students, and receiving schools for Special Education students who are to be picked up and returned. Information received by the Contractor from out of district schools and other groups we transport for (e.g. Pre-kindergarten), will be forwarded to the District.
- (4) **Contractor** shall maintain updated records as furnished by District on each Special Education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines implementing PL 94-142 (as altered and re-authorized by PL 105-17) and parallel state statutes and shall not remain on the bus or vehicle.
- (5) The District reserves the authority to review and approve or modify these routes. In addition, The District retains the right to transport Special Education Students (special needs e.g., ambulance, taxi, etc.) at any time in the future.

C. ROUTE TESTING:

- (1) Prior to start of each school year the **Contractor** shall field-test all routes that the District has approved. **Contractor** shall notify the District of any time discrepancy in scheduling.
- (2) All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to insure complete familiarity with route operation. The cost of this will be born by the **Contractor**.

D. ROUTE OWNERSHIP:

All bus routes, Regular Home-To-School, Special Education or any other routes that are developed by the **Contractor** for the District are and will remain the sole property of the District.

E. **ROUTE NUMBERS:**

All buses shall have the appropriate route number for the corresponding school in the windows of the bus each and every time of providing service to a given school. Route numbers are to be professional looking and easy to read.

F. **PROBLEM SOLUTIONS:**

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, **Contractor** is expected to develop such solutions and present them to the District for consideration.

G. **ROUTE RESTRICTIONS:**

In the designation and selection of routes, under this Contract, **Contractor** shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the District at its option may specify that **Contractor** shall operate over private roads, which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners.

H. **ROUTE CHANGES:**

Student transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the District. **Contractor** bus drivers are not to modify the established District approved bus routes without District approval. If the District increases or reduces the number of buses required to service the routes or reduces the route times, the compensation to the contractor will be adjusted as provided in the RFP. The District reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year.

I. **BUS LOAD LIMITS:**

Passenger loading of buses shall not exceed Oregon State Department of Education or other state or federal limits. **Contractor** is required to notify District, within one day, of any overload problems.

5. **SCHEDULES**

A. **BUS ARRIVAL, DEPARTURE, TRAVEL TIMES:**

The **Contractor** in developing and driving the routes, will strive to comply with the following guidelines.

- (1) Student arrival at school in the morning (A.M.): not more than 30 minutes, high school, and 15 minutes, elementary and middle, prior to school or breakfast starting time for school.
- (2) Bus arrival at school to pick up students in the afternoon (P.M.): No later than 15 minutes after school dismissal time for primary and middle schools and 20 minutes after dismissal time for high school.
- (3) Riding time shall not exceed 60 minutes, except as approved by the District.
- (4) Buses shall not depart from school earlier than 8 minutes after school dismissal without approval of the school principal.

B. SCHOOL SCHEDULES:

Setting of school hours is the responsibility of the District. It is recognized, however, that school hours have great impact on the ability of the **Contractor** to efficiently meet the requirements of the Contract. The District will inform the **Contractor** of any planned changes in school hours, from one year to the next, no later than July 1. The **Contractor** will support the District in its establishment of the best combination of school and bus schedules by August 8th, with all final decisions at the discretion of the District.

C. SCHEDULE PUBLICATION:

By August 7th of each year, Contract will provide a written summary of A.M. route schedules presented separately by route and by street for district publication to parents.

D. SCHEDULE ADJSUTMENTS:

Whenever practical, changes in scheduled route pick up or drop off times will be communicated to students, parents and schools one week before implementation.

6. STAFF

A. CONTRACTOR STAFF:

For the protection of the children, drivers and other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places responsibility upon **Contractor** and **Contractor** agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever, nor shall **Contractor** allow a person to drive a school bus who is not at the time in a condition of mental, physical or emotional stability.

- (1) **Contractor** shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours so as to be able to perform uninterrupted reliable on time service in case of emergencies, no-shows, and other exceptional circumstances. The **Contractor** will provide a detailed summary of staffing proposed for the contract.

- (2) The responsibility of selecting, hiring, training, supervising and disciplining of drivers and all other employees shall rest upon the **Contractor**. In the selection and hiring process, the **Contractor** shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal and safe driving records. The **Contractor** will be responsible for fingerprinting all employees that come in contact with students (ORS 181.537, ODE Memorandum No. 34-1996-97). The **Contractor** shall not knowingly employ anyone who has:
 - (a) A felony or misdemeanor conviction within the past ten years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
 - (b) Conviction of DUII, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
 - (c) Conviction within the past two years of careless or reckless driving.
 - (d) Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
 - (e) A pattern of driving violations on the record.
 - (f) Drivers must meet all requirements of the Oregon Department of Education for School Bus Drivers.
- (3) **Contractor** must have in place a program for mandatory drug testing/screening for all new hires, mandatory post accident drug testing, and random testing of all employees.
- (4) The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the **Contractor** and the **Contractor** agrees that it shall enter into no Contract or arrangement with any employee, person, group or organization which will in any way interfere with the **Contractor's** ability to comply with this requirement. The **Contractor** further agrees that the District shall have the right by written order to require removal from the **Contractor's** operation serving the District any person(s) or driver(s) who in the opinion of the District, is not of appropriate personality, character, temperament or qualifications to operate a school bus as set forth in this Contract, *or* who is not in compliance with this contract, the District Policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

B. CONTRACTOR'S PERSONNEL:

- (1) Site Manager:
 - (a.) **Contractor** shall provide an on-site manager with significant supervisory experience in the field of student transportation.
 - (b.) The District shall have the right of final approval of the appointment of the on-site manager and to require removal from **Contractor's** service to the District of any management person who has not performed to the satisfaction of the District. It is the expectation of the District that the Onsite Manager assigned to administer this Contract with the District will remain for the duration of the Contract if at all possible. The District requires six months notification of any consideration of employment status change of the on-site manager that is under the control of the **Contractor**.
 - (c.) The on-site manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully

for the **Contractor**. The District's expectation is that the on-site manager will have the ability to manage all phases of student transportation. The on-site manager skills will include computer literacy with word processing, spreadsheets, and electronic communication. The manager's duties will include all functions necessary for full administration of all Contract requirements. These shall include, but not be limited to, responding to parent concerns and complaints, coordinating with and supporting individual schools, supporting and helping implement District programs for student behavior management, driver training, etc.

- (2) In addition to site-manager, **Contractor** agrees to provide, at minimum the following personnel on site:
 - (a.) **Contractor** agrees to designate a safety and discipline officer, acceptable to the District, who shall work with students, drivers, school personnel, and parents. The safety and discipline officer may also be the Site- Manager.
 - (b.) **Contractor** agrees to provide a full time Dispatcher, other than the Site-Manager. Dispatcher shall communicate with District personnel, parents and drivers so as to coordinate the safe and uninterrupted flow of transportation services.
 - (c.) **Contractor** shall provide a full time Maintenance Supervisor, other than the Site-Manager and Dispatcher experienced and knowledgeable in the area of school bus maintenance. Maintenance Supervisor will be required to understand maintenance requirements and standards applicable to the Oregon State Department of Education.
 - (d.) **Contractor** agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this Contract, fully complying with all State and District laws and regulations.
 - (e.) **Contractor** agrees to provide other staff as necessary to meet the service expectation of the Contract.

C. **MINIMUM REQUIREMENTS OF DRIVERS:**

- (1) **Contractor** shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificate issued by the State of Oregon Department of Education.
- (2) **Contractor** shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.
- (3) **Contractor** shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract shall be a driver assigned to a specific route(s) at the commencement of each school year and are normally expected to remain until the end of the school year. The **Contractor** may transfer drivers among routes whenever the interest of the students may be served, but minimize such transfers throughout the year. The District reserves the right to request a replacement or transfer of a driver for good cause.

- (4) The **Contractor** shall provide to the District a signed compliance notification prior to the beginning of each school year and by March 15th, that: 1) all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test, and 2) that the **Contractor** has in its files a copy of the criminal verification, and driving record report for each driver along with a list of drivers waiting for approval.
- (5) A driver supervisor shall ride with every certified bus driver at least once each semester for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The **Contractor** will submit a report to the District listing all drivers and their review dates. In addition, the District may at any time have a representative ride with any driver of the **Contractor** for the purpose of observation to assure compliance with the terms and conditions of this Contract.

D. STAFFING HOURS:

The **Contractor** shall have resident at their facilities a competent manager between the hours of 8:00 a.m. and 5:00 p.m. The manager shall be authorized to act on behalf of the **Contractor**. **Contractor** shall provide sufficient support staff during the hours of 5:15 a.m. and 5:15 p.m. and at other times as required by activity trips. Necessary support staff, including competent dispatchers, will be on duty normally (1) from 5:15 a.m. to 5:15 p.m. or until the last regular route bus returns to the bus facility at the end of the day on all days that buses are running on regular home-to-school routes and (2) On call at other times as required by activity trips. Personnel are subject to District approval.

E. EMERGENCY CONTACT:

One or more emergency phone numbers must be provided to the District where **Contractor** can be reached 24 hours a day, 7 days a week in case of emergency. The Site-Manager must have a cellular phone.

F. APPAREL AND NAME TAGS:

The District requires that all employees of **Contractor** be issued name tags to be worn while on duty in providing service to the District. The District also requires that all **Contractor** staff maintain a professional appearance appropriate for the duties, in accordance with standards to be worked out with the District.

7. REPORTS

A. DISCIPLINE AND HEALTH:

Contractor shall provide the District within twenty-four (24) hours, student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the District, will be made immediately.

B. ACCIDENT:

- (1) **Contractor** shall notify the designated District Administrator or designee immediately by telephone of any vehicle accident or injury.

- (2) The **Contractor** will provide within two hours of an accident the number of students and staff on the bus at the time of the accident, their full names and their seating position on the bus, where applicable.
- (3) The **Contractor** will provide any additional information to the District as required in District Policies, Procedures.
- (4) **Contractor** shall forward within twenty-four (24) hours of each accident where an injury is sustained a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident and filed according to State law and regulations.

C. **DAILY BUS REPORT (DBR):**

Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of Rate base fees to the District. Reports shall be completed for each individual bus movement by date and route. These shall remain on file at the transportation facility and be available for District audit and review on request. Final form design is to be approved by the District.

D. **BUS DRIVER INFORMATION REPORTS:**

Contractor shall have in its files and made available to the District upon request, information such as, but not be limited to, drivers' names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

E. **BOOKS:**

The District retains the unrestricted right to inspect the **Contractor's** buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.

F. **STATE REPORTS:**

Contractor shall furnish to the District copies of all transportation reports sent to or received from the State of Oregon related to services perform under the District Contract. This will include annual preparation in draft form of the state annual transportation report, form 581-2249 by August 10th of year.

G. **INSPECTION/CERTIFICATION REPORTS:**

Contractor shall, by July 1 of each year, provide written lists of all Contract buses and vehicles including year, make, size, and specifications to be used for student transportation by the **Contractor** or a letter from a manufacturer committing that buses will be available in Portland, Oregon by August 15 of the subject year. Prior to District approval, the **Contractor** shall pre-inspect all the above buses, vehicles and provide the District with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification (Forms 581-2255 and 581-2256C) by August 10 of the subject year or no later than ten working days prior to their use by the contractor for student transportation. **Contractor** shall correct all discrepancies within two weeks and notify the District in writing of the same.

H. **BI-MONTHLY REVIEW:**

Contractor's on-site manager shall formally meet with District designated personnel at least once every two months to report on achievements, areas of concern, activities performed in compliance with the Contract and information of interest regarding news and changes in the school transportation industry. **Contractor** shall make such special reports, studies and surveys regarding student transportation as are reasonably necessary to or requested by the District.

I. MONTHLY SUMMARY REPORT:

By the tenth (10) calendar day of the month following, the **Contractor** shall supply the District with a monthly summary report. The report will include, but not necessarily be limited to:

- (1) The number of open routes
- (2) Current number of assigned drivers
- (3) Current number of substitute/cover drivers
- (4) Number of drivers in training and estimated completion date
- (5) The number of accidents
- (6) The number of vehicle breakdowns
- (7) How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- (8) Late buses, indicating what school, route, date, day, time and reason
- (9) Bus capacity and estimated daily ridership by route, AM, Mid-day and PM

J. DISTRICT MEETINGS:

Contractor's on-site Manager shall be available for attendance at District meetings and school board meetings as needed and requested by the District.

K. ANNUAL PRESENTATION:

Contractor shall be available to make a presentation annually to District designated personnel and/or the District Board of Directors summarizing the prior years activities, latest developments within the field of student transportation, the **Contractor's** company, other items of interest to the District and plans for the year ahead. The District will attempt to provide a minimum of 30 days notice to the **Contractor** of such presentations.

L. MONTHLY BILLING:

Contractor will provide to the District, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up. The spreadsheet details and design are to be approved by the District.

8. COOPERATION

Student transportation has great visibility in the community and plays a key part in the District's relationship with the community and the community's perceptions of the District. It is crucial to the maintenance of a positive and cooperative community environment, an essential ingredient to the District's achievement of its educational goals, that the **Contractor** becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which **Contractor** performance will be judged by the District.

A. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS:

Contractor will be responsible for answering inquiries from the public regarding drivers and student problems, schedules and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designate District official or, in his/her absence or unavailability, to another appropriate District Office administrator.

B. INQUIRIES ABOUT ROUTES AND BUS STOPS:

Contractor will be responsible for answering inquiries from the public regarding routes, schedules and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designated District official or, in his/her absence or unavailability, to another appropriate District Office administrator.

C. COURTESY AND PATIENCE:

The District is dedicated to its community role as a customer service organization. District patrons must find positive responsiveness in their contact with the **Contractor** and all of its personnel.

9. SAFETY PROGRAM

The absolutely critical aspect of any student transportation program is the safety of the students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of District policy regarding rider behavior and behavioral problems.

- A. **Contractor** shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes but is not limited to a regularly scheduled safety meeting for contractor's personnel. It shall also include a school bus safety and training program for students.
- B. Prior to the beginning of each school year all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.

- C. The **Contractor** will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Plan. The **Contractor** will instruct all of its employees of the content of both the Contractor and the District's emergency plans.
- D. **Contractor** shall be available to make a bus safety presentation to classes of students in grades K-8 within the District as advised and directed by the District. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.
- E. A driver supervisor shall ride with every certified bus driver at least once every 6 (six) months for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The **Contractor** will submit a report to the District listing all drivers and their completion date. In addition, the District may at any time have a representative ride with any driver of the **Contractor** for the purpose of observation to assure compliance with the terms and conditions of this Contract.

10. INCLEMENT WEATHER

The **Contractor** shall operate during inclement weather conditions unless routes are canceled by the District. **Contractor** shall provide, in a timely manner, for appropriate equipment and trained personnel, and shall design and implement alternate routes as necessary to operate under such conditions. The District shall have the sole responsibility for the decision to alter bus routes to snow routes or cancel bus service for any given day. To ensure that the district is able to make a sound decision pertaining to the cancellation or alteration of bus routes the **Contractor** is required to travel and inspect all designated roads during inclement weather and consult with the District designated Administrator regarding road conditions prior to 5:00 AM. Should bus services be required, **Contractor** agrees that it will abide by the decision of the District and will operate the routes as normally as possible. During the fall of each year, **Contractor** shall meet with the District to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

11. STUDENT MANAGEMENT

A. DRIVER TRAINING AND CONSISTENCY:

The District pursues diligently the consistent handling of student behavior issues so that our students know what to expect. It is important that our bus drivers also work for consistent treatment and expectations of students for us to jointly maintain sound District wide codes of conduct. The District shall share District procedures and policies and the **Contractor** will develop and share their procedures relative to student conduct, and shall provide adequate training to its drivers in these standards. The **Contractor** shall maintain a continuing program to assure and promote driver adherence to District procedures and standards.

B. BEHAVIOR PROBLEMS:

Contractor shall follow District procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the District policy, including acts of vandalism to the buses. It is the responsibility of the **Contractor** to implement and follow through with all student disciplinary action including but not limited to issuing misconduct citations, following through with revoked bus riding privileges, meeting with parents, and communicating with principals and school district counselors concerning student behavior. Drivers are responsible for filling out bus citations, communicating with the District, supporting principals' actions and meeting with principals and parents when necessary. A procedure shall be developed, subject to the approval of the District, to report defined cases of student misbehavior on buses to the building principal or his office.

C. **COMMUNICATIONS:**

- (1) In addition to, and as an important supplement to other forms of communication between **Contractor** and the District, **Contractor's** drivers and District's principals shall establish direct communications to assure the timeliest awareness of and solution to problems.
- (2) **Contractor** shall be responsible for answering all calls related to drivers and student problems. **Contractor** is expected to work with building staff in individual school buildings in resolution of problems with students. District will be available for calls that cannot be satisfactorily resolved by the contractor.

12. **DISTRICT PERSONNEL DRIVERS**

- A. In certain circumstances the District may desire its staff to operate type 10, type 20, or type 21 vehicles to transport students. The **Contractor** shall allow qualified District personnel to drive such contractor vehicles for field trips, excursions, school projects, activities, sports and other District approved activities. In such cases, no driver charge will be made by **Contractor** to District. District personnel assigned to drive **Contractor** vehicles shall meet all legal requirements for the operation of those vehicles including required licensing and certification. All District qualified drivers shall meet **Contractor** approval.
- B. **Contractor** agrees, by separate fee to District, to provide the following service for approved District staff who desire to operate type 10, 20 or 21 vehicles or to transport students in any district vehicle:
 - (1) Contractor shall provide the necessary classroom instruction to qualify District personnel to legally operate such vehicles.
 - (2) Contractor must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
 - (3) Contractor shall be obligated to notify the Department of Education as to those qualified to drive such vehicle and, to effect drivers' records checks and maintain a current and accurate list of qualified drivers.

Request for Proposals (RFP 0910-01) - Student Transportation Services

VI (c) - TERMS AND CONDITIONS – COSTS/FEEES

1. COST/FEE STRUCTURE

Contractor will bill district based upon the following separate identifiable fees:

A. FIXED COSTS FEE

- (1) **Included Costs:** This fee category is intended to pickup the balance of fixed costs for the full year, based on the current level of transportation service represented by this request, and so that rate based fees do not contain a fixed cost component. Examples of intended fixed costs include, but are not limited to; facilities, insurance, management/office staffing, mechanic staffing and equipment, service vehicle, miscellaneous operating expenses, etc.
- (2) **Spare Vehicles:** It is the intent of this RFP that the fixed cost associated with providing spare vehicles in accordance of this RFP be included in this “Fixed Cost Fee” category.
- (3) **Type 20 Activity Vehicles:** It is the intent of this RFP that the fixed cost associated with these three vehicles requested in this RFP be included in this “Fixed Cost Fee” category.
- (4) **Other Vehicles:** It is not the intent of this RFP that the fixed costs associated with other student transportation vehicles be included in this “Fixed Cost Fee” category.
- (5) Proposers must include an itemized list of elements included in the fixed cost fee.
- (6) The Fixed Costs Fee will be divided and billed evenly over a 12 month period.

B. RATE BASED FEES

- (1) **Included Costs:** This category is intended to pickup the costs associated with home-to-school routes, special education routes, activity trips and other miscellaneous transportation of students. Examples of included rate based costs include, driver wages and benefits, vehicle fuel, bus and bus equipment depreciation costs and supplies associated with vehicle maintenance. Rate Based Fee costs should exclude fixed costs defined above.
- (2) Rates may be established as daily, hourly or combination there of for activity where students are transported.
- (3) Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
- (4) **Contractor** will also provide individual fee rates for training district staff as previously specified in this document.

- (5) All charges to the District for mileage or travel time shall start when bus departs transportation facility and end when bus reaches transportation facility on return.

2. ALTERNATIVES

When alternative means of providing student transportation are available, **Contractor** shall select the method resulting in the lowest cost to District, provided transportation requirements are met.

3. CHANGES

If, due to changed requirements or District requests, it is necessary to add or delete the number of buses, the basis for adjusting the costs will be determined from the Rate Based Fee tables for the cost of adding buses or cost of deleting buses. The amounts quoted for Fixed Cost Fees will not be adjusted if the accumulative number of vehicles added/deleted is ten or less from the fleet size first contracted; if the number exceeds ten, **Contractor** and District will negotiate any appropriate adjustment to the rates quoted. In the case of eliminated buses, District agrees to pay **Contractor** for their use up to thirty days after the reduction notice while **Contractor** attempts to find another location where they can be utilized. If during the life of the Contract, vehicle types not listed on the Rate Based Fee Schedule are required, the District and **Contractor** shall negotiate their pricing and add them to the Rate Schedule.

4. CONTRACTOR CHARTERS

The District recognizes that the **Contractor** will be providing transportation for charter work and **Contractor** business that is unrelated to services provided to the District. **Contractor** will develop an accurate system to track such use and submit a proposed method to reimburse the District for costs already charged to district associated with those charter buses used.

5. COMPENSATION

Contractor will bill for and be paid a monthly amount 12 months a year. Billing is due to the District by the 10th of each month for the prior month. Payment will be made by the last Friday of the current month.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

VII - CURRENT SERVICE LEVEL DATA

The following information is intended to provide **Proposer** with a general understanding of current District operations and their transportation requirements within the district. Proposals should meet the requirements specific within this RFP based upon maintaining the approximate current transportation service level received with one exception. Beginning in 2010-11 Maple Grove Elementary School will be closed. **Proposers** may describe route or other service alternatives within their proposal, but may not include such changes in their pricing proposal. The successful **Proposer** will have the opportunity to discuss implementation of such proposals once under Contract with the District.

Additional District information, including calendar and board policies, is available at <http://www.molallariv.k12.or.us>

The current transportation contract and fee schedule, and invoices for April and May 2009 are in Appendix A.

**Molalla River School District 35
2009-10 School Buildings and Attendance Times**

School/Attendance	Attendance Times
Molalla High School/828 357 Frances St Molalla, OR 97038	7:30 – 2:30
Molalla River Middle School/606 318 Leroy St Molalla, OR 97038	7:36 – 2:15
Clarkes Elementary/189 19100 S Windy City Rd Mulino, OR 97042	9:00 – 3:30
Molalla Elementary/439 910 Toliver Rd Molalla, OR 97038	9:00 – 3:30
Mulino Elementary/286 26660 S Hwy 213 Mulino, OR 97042	9:00 – 3:30
Rural Dell Elementary/217 10500 S Hwy 211 Molalla, OR 97038	9:00 – 3:30

**Molalla River School District 35
2009-10 School Bus Route Summary**

The following is a list of current regular home to school routes serving the District, including total route times and total route miles. This schedule does not include activity and other non-home to school busing which approximates 30,000 miles per year. All routes are subject to variation from the schedule displayed below.

Regular Route Time and Mileage Summary			
<u>Route</u>	<u>Bus Type</u>	<u>Rt. Time</u>	<u>Miles</u>
		TOTALS	
1	84 transit	5.84	139
2	71 conventional	6.33	379
3	71 conventional	5.34	123
4	84 transit	5.17	107
5	71 conventional	6.09	185
6	71 conventional	3.33	79
7	84 transit	6.59	102
8	84 transit	8.08	205
9	71 conventional	4.92	81
10	78 transit	5.42	102
11	84 transit	7.50	118
12	71 conventional	5.50	118
13	78 transit	6.75	126
14	71 conventional	5.50	100
15	84 transit	4.42	50
16	72 transit	5.00	91
17	84 transit	7.75	109
18	84 transit	6.17	123
19	71 conventional	7.42	123
20	71 conventional	3.25	51
21	84 transit	6.83	147
22	71 conventional	7.25	98
23	71 conventional	5.67	113
24	71 conventional	4.42	101
25	84 transit	3.33	71
26	84 transit	4.66	61
30	29 van	6.83	145
31	29 van	6.66	138
32	24 van	8.25	192
33	29 van	8.00	167
34	29 van	8.33	219
35	18 van	7.67	178
36	20 van	7.83	123
37	24 van	7.00	164
38	29 van	8.17	173
39	29 van	6.92	161
40	29 van	6.50	104
41	24 van	8.50	167
42	24 van	8.17	166
43	14 van	6.67	212
44	21 van	6.92	220

MOLALLA RIVER SCHOOL DISTRICT 35
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VIII - REQUIRED SUBMITTAL FORMS

The following forms must be completed by **Proposer** and submitted with proposal:

1. RFP Checklist and Compliance
2. Proposal Rate Schedule
3. Proposal Total Cost Sheet
4. Resident Bidder
5. Required Supplemental Information

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

REQUIRED SUBMITTAL FORMS

1 – RFP CHECK LIST AND COMPLIANCE

This Checklist Must Be Completed And Submitted With Your Proposal Package.

1. Company Name: _____

2. Company Address: _____

3. Company Phone _____

4. Company Fax No: _____

5. Company Federal Identification No: _____

6. Company Structure:

Sole Proprietor _____

Partnership _____

Corporation _____ Corporation Type _____

Where Incorporated? _____

7. Key Company Officers (And All Partners If Partnership):

Name

Title

8. Are You Domiciled In The State Of Oregon? Yes No

9. Are You Registered To Do Business In The State Of Oregon? Yes No

10. If Not Headquartered In Oregon, Do You Or Your Firm Receive, Or Are You Or Your Firm Eligible For Any Preference In Award Of Contracts With Your State Or With Government Bodies In Your State? Yes No

11. If So, State The Law Or Regulation (Legal Citation Preferred) _____

Percent Of Preference % State Preference Received _____

12. Inventory Of RFP Documents Received:
All documents received must be checked.

RFP Document Sections I.- VII. _____

Required Submittal Forms (RFP Section VIII) _____

Appendix A - Current Service Level Data _____

Addendums (list each #) _____

13. Inventory of RFP Documents Submitted

Your Proposal Document _____ (7 Copies):

Required Submittal Forms:

This Checklist and Compliance _____

Proposal Rate Schedule _____

Proposal Total Cost Sheet _____

Resident Bidder _____

Required Supplemental Information _____

All Required Signatures _____

Your List Of Any Added Proposal - Documents:

14. ANTI-COLLUSION AFFIDAVIT - As part of proposal, **Proposer** declares under the penalty of perjury, that the only person, parties or entities interested in this proposal are those named therein; that this proposal is, in all respects, fair and without fraud; that it is made without collusion with any employee, officer or director of the District; and that the proposal is made without any collusion with any other person, party or entity making another proposal in response to this Request for Proposals. It is further certified that the **Proposer** has not engaged in any price-fixing or any other illegal practices with respect to this proposal.
15. With regard to this request for proposal for transportation services, the undersigned **Proposer** hereby confirms that he has:
1. Received all proposal materials as listed above;
 2. Read and understood all proposal materials in their entirety;
 3. Provided true and accurate data in all materials submitted with this proposal;

Proposer further acknowledges that it has complied with all the terms and conditions of the Request for Proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

REQUIRED SUBMITTAL FORMS

2 – PROPOSAL RATE SCHEDULE

A. NAME OF Proposer: _____

This rate sheet is not intended as a reflection of the actual annual rates to be charged by the Proposer to the District. Cost estimates shown below are to be used by the District for the purposes of comparing annual proposal costs and as the basis for negotiations with the successful Proposer. Rates are to be based upon a minimum of 171 student home-to-school transportation days and based upon current route configurations. Successful Proposer will commit to a final rate schedule, which shall be the basis for any and all fees charged, within the final Contract with the District.

B. FIXED COST:

All Inclusive Fixed Cost as described in Section VI. This is based upon maintaining current service level as described in Section VII and other requirements as specified in Section VI.

Annual Fee \$ _____

Monthly Fee \$ _____

C. RATE BASED COST:

1. Daily Total Minimum rate per route bus, for first four hours, for the following:

84-89 Passenger Heavy-duty Transit Bus \$ _____

65-78 Passenger Transit or Conventional Bus \$ _____

12-30 Passenger Mini Bus w/o Lift \$ _____

12-30 Passenger Mini Bus w/Lift \$ _____

Other: _____ \$ _____

2. Daily Total hourly rate per route bus for time over the first four* hours of daily use:

84-89 Passenger Heavy-duty Transit Bus \$ _____

65-78 Passenger Transit or Conventional Bus \$ _____

12-30 Passenger Mini Bus w/o Lift \$ _____

12-30 Passenger Mini Bus w/Lift \$ _____

Other: _____ \$ _____

*The proposer may select and set a daily minimum rate for the first 0,1,2,3 or 4 hours use. Please insert increment in place of "first four hours" if necessary.

3. Home to School Beyond 171 Minimum Operating Days. Daily Total Minimum rate per route bus for the following:

	Minimum First 4 hours <i>(if applicable)</i>	<u>Per Hour</u>
84-89 Passenger Heavy-duty Transit Bus	\$ _____	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____

4. Summer and Extended School Year Rates -The rate charged for each regular route bus for each day operated for Summer School or special education extended school year programs is as follows:

	Minimum First 4 hours <i>(if applicable)</i>	<u>Per Hour</u>
84-89 Passenger Heavy-duty Transit Bus	\$ _____	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____

5. Rate Reduction for Operations Less than 171 days -The minimum daily rate for each regular route bus will be reduced for each day operated less than 171 days as follows:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

6. All Activity and Field Trip Busing Rate Per Bus, Per Hour -
If vehicle is not a reserve bus:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

If vehicle is a reserve bus (*if* rate is different):

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

Overnight Charge (Meals/Motel)	\$ _____
--------------------------------	----------

7. Activity vehicles driven by District staff - Buses driven by qualified district staff for student activities will be charge at the following hourly rates:

If vehicle is not a reserve bus:

12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

If vehicle is a reserve bus (*if* rate is different):

12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

D. Maintenance of District Owned Vehicles

Mechanic Rate Per Hour	\$ _____
Percentage Markup of Part Over Cost	_____ %

E. District Bus Driver Training Fee

Classroom	\$ _____
Behind the Wheel	\$ _____

F. Basis for Annual Escalation of Fees

For each year, subsequent to the initial year, of the service Contract period, Proposer is entitled to raise all scheduled fees. Annual increases, over the current rates, will be as follows:

If fixed rate increases (preferred by district)	Year 2 – Effective 7/1/11	_____ %
	Year 3 – Effective 7/1/12	_____ %
	Year 4 – Effective 7/1/13	_____ %
	Year 5 – Effective 7/1/14	_____ %

- OR -

If by fixed annual formula or CPI indicator, calculated as follows:

G. Credit for Outside Use

List the billing credit per bus, per mile or hour, to be provided to District for use of fleet buses serving the District, which are used by Proposer for outside charter services.

H. Other Fees

Any other potential fee charged under this proposal must be listed below. Attach additional sheet if necessary

MOLALLA RIVER SCHOOL DISTRICT 35
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REQUIRED SUBMITTAL FORMS

3 – PROPOSAL TOTAL COST SHEET

This evaluation is not intended to reflect the actual routing costs for the District. It will be used by the District as a means to apply, measure and compare rates provided by the **Proposers**.

Bus Capacity	Home to School	Activity	Duration	Cost
Fixed Costs				
	-	-	12 mo.	
Regular Routes:				
11 ea - 84	5 hr/day	-	170 days	
1 ea – 84	5 hr/day	-	172 days	
13 ea -72	5 hr /day	-	170 days	
1 ea 72	5 hr /day	-	168 days	
Activity Use:				
3 ea -84	-	3 hr/day	100 days	
1 ea – 84 spare	-	3 hr/day	100 days	
4 ea – 72	-	3 hr/day	100 days	
1 ea – 20	-	3 hr/day	100 days	
1 ea -- 20 spare	-	3 hr/day	100 days	
Special Routes:				
1 ea – 20 w/lift	6 hr/day	-	168 days	
2 ea – 20 w/lift	6 hr/day	-	170 days	
13 ea - 20	6 hr/day		170 days	
Summer School/ESY:				
3 ea – 20 w/lift	6 hr/day		15 days	
3 ea – 72	5 hr/day		15 days	
Total All Costs				

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

REQUIRED SUBMITTAL FORMS

4 - RESIDENT BIDDER

According to ORS 279.029 Bidders must provide resident/non-resident bidder information. In order for the Oregon Trail School District to determine whether a bidder is a resident/non-resident bidder, the following definitions apply: a resident bidder is one who has paid unemployment taxes or income taxes in Oregon during the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and states in the bid that the bidder is a "resident" bidder pursuant to this definition. A "non-resident" bidder is one who is not a "resident" bidder pursuant to this definition.

The undersigned certifies by initialing the appropriate line below whether the bidder is a resident or non-resident.

_____ Bidder is a resident

_____ Bidder is a non-resident

Non-resident bidder is a resident of _____

Signature of Representative

Date

Company Name

Nearest Service Representative

Company Address

Phone Number

Proposer's Employer ID No.

MOLALLA RIVER SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

IX - REQUIRED SUPPLEMENTAL INFORMATION

In additional to the required submittal forms, **Proposer** must include discrete information to address each of the areas listed below which will provide a major basis for evaluation. **Proposer** is encouraged to include other information not listed that will assist in the understanding of their proposed services and which may distinguish them from their competitors.

1. COMPANY QUALIFICATIONS

- A. How many years has the company been in business? Have there been any name changes or changes in ownership? If so, please describe fully the changes that have occurred in the last ten years.
- B. List all public school transportation contracts currently held in Oregon, showing the name of the district served, number of routes and the number of students being transported for each contract or if company has not done business in Oregon, comparable information from one other state.
- C. For each of five (5) of the above districts closest in size to the Molalla River School District, provide the following:
 - (1) Length of the current contract
 - (2) Number of regular route buses
 - (3) Number of on-site employees at the end of the 2008 - 2009 school year.
 - (4) Total number of employees who quit or were terminated during the 2008-2009 school year
 - (5) Driver profile by years of tenure on site and years of experience/service in driving school bus
 - (6) Length of tenure of the on-site manager and other staff
 - (a) at this location
 - (b) with your company
 - (c) in the student transportation industry
- D. For the operation closest in size to this District, provide the following (one copy to be submitted with proposal):
 - (1) Driver's manual
 - (2) Driver training plan
 - (3) Employee incentive plans
 - (4) Job description of the on-site manager
 - (5) Management manual
- E. During the last five years have any contracts been terminated by school districts you serve during the life of the contract? If so, give complete details, including School District Name.

- F. During the last five years has your company lost a bid from a district that had previously been served? If so, give complete details, including School District Name.
- G. Describe any present or prior litigation your company has or had with any customer.

2. FINANCIAL STABILITY

Provide the following financial information for the company's last completed fiscal year: The year ended, the Current Ratio, the Quick Ratio and the Debt to Equity Ratio.

Has the company or parent company filed Chapter 7 or 11 bankruptcy within the last 5 years? If yes, provide explanation and evidence of successful financial recovery since the bankruptcy.

3. SERVICE AND PERFORMANCE

- A. Explain how you would determine at what point additional buses might be required to handle increased student enrollment/ridership or possible rerouting.
- B. How you would monitor adherence to route schedules?
- C. Give specific examples from the past of emergencies, such as school shut downs, emergency closures, school fires, etc., and how your company responded. Submit sample documents currently in use in a district served by your company for handling such emergencies.
- D. Provide a roster of all proposed staff required to meet the needs as specified in this request for proposal. Include position titles, full time equivalent for each position, and days worked for each position.
- E. It is in the District's interest that all employees have clear expectations as to the job they are performing (and to see that the job they are performing is in alignment with District service and quality expectations). **Proposer** must submit complete and detailed job descriptions for each position and performance standards. **Proposer** must submit a full description of the training program provided for their drivers.
- F. **Proposer** shall provide maintenance personnel experienced and knowledgeable in the area of school bus maintenance. Maintenance personnel will be required to understand maintenance requirements and standards applicable to the Oregon Department of Education. Provide the qualification requirements for you maintenance staff.
- G. Explain how your company will assure the District that substitute drivers will be available and prepared to perform reliably and safely.

4. QUALIFICATIONS OF MANAGEMENT

The District strongly believes that the individuals in management positions are critical to the provision of consistent and high-quality transportation services. We expect the on-site manager to be a visible and participating member of our community, and to enhance the reputation of the District for sound management.

- A. Describe your company's structure in terms of the decisions that are made at each level. What decisions can be made by your local manager, and which areas require approval from the central office of your organization? What are the timelines involved?
- B. Identify the person who will be the proposed local manager and provide a resume.
- C. In the event of an extended absence of your local manager, what backup will be provided? If an individual, give his or her name and include a resume.
- D. Give examples of the documents that are submitted to your company by your local managers on a regular basis.
- E. For key personnel providing support for the on-site manager, including those individuals in direct supervisory positions over the on-site manager, provide the following information:
 - (1) Name and proposed position the person may be selected to fill
 - (2) Tenure with your firm in years
 - (3) Experience in related positions within your firm or with other firms in years
 - (4) Current and two most recent previous positions, including the location/district of the position, the position's title, a description of responsibilities and authority, including the number of buses and/or drivers, and the dates between which the position was held.
- F. Provide the names and qualifications of those persons within your company who would have immediate authority over the on-site manager and those persons who would play an advisory role to the on-site manager in the areas of a) operations, b) training and personnel, c) safety and d) maintenance.

5. QUALIFICATIONS OF DRIVERS

The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.

- A. What programs do you use for enhancing employee morale and attitudes?
- B. Outline the methods you use for recognizing employee service. Give specific examples.
- C. Enclose a copy of the **Proposer's** drug policy, including procedures for mandatory testing, to be implemented in this District. Provide the name and address of the Proposer's Medical Review Officer (MRO).
- D. Within your organization, what percentage of your drivers have been with the company for five, ten, fifteen and twenty years?
- E. Describe your process for the recruitment of drivers.
- F. Define the methods you use to screen and select drivers from among the applicants. Include the criteria/standards you use, and the reasons that you might use to reject an applicant.

- G. Describe your training program for driver applicants who have no experience driving school buses. Describe the program components and content of your training program, and include an outline of the course of study.
- H. Describe your in-service training and retraining program for drivers. Describe the program components and content of your training program, and include an outline of the course of study. Define the amount of training provided to drivers in a twelve-month period.
- I. Describe in detail your current driver motivation, evaluation and discipline programs, including how you take into account safety, absences, tardiness, on-time route performance, tenure on the job, complaints, driving practices.
- J. Describe how you monitor absence rates.
- K. What are your policies for driver interaction with students?
- L. Describe your experience and procedures for transporting students with disabilities.

6. RESPONSIVENESS TO DISTRICT NEEDS

The company that provides transportation services will have adequate buses to guarantee service for all District student transportation needs.

- A. How does your company monitor early and late runs (arriving at a stop five minutes early or late)?
- B. In the event that there is a temporary need for more than the number of buses specified in this Request for Proposals, would you be able to respond? If so, where would the additional buses be obtained?
- C. Provide information regarding strike provisions and past experience.

7. SAFETY OF OPERATIONS

A critical aspect of any transportation program is the safety of students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicle, communication with the terminal, and high quality maintenance of buses.

- A. Provide information regarding your established, continuing safety program, describe the operation, contents, and requirements of the program.
- B. Describe how your company meets Oregon's OSHA safety committee requirements including frequency, format and description of meetings.
- C. Each **Proposer** shall demonstrate the effectiveness of their ongoing safety programs by submitting their workers' comp mod rate (if separate policies are in force, show the rate for the five comparable school districts listed).
- D. Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.

- E. Describe the preventive maintenance program for the vehicle fleets that your company manages. Include samples of records, checklists and a description of how you ensure that each vehicle actually receives the required maintenance within the scheduled interval.
- F. In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.
- G. Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.
- H. List other emergency instructions and how your company has handled these situations.
- I. Describe your present procedures for inclement weather conditions.
- J. Describe your experience and procedures for transporting students with disabilities.
- K. Describe your training program for students.

8. EVIDENCE OF POSITIVE PARENT, SCHOOL STAFF AND COMMUNITY RELATIONS

- A. Give specific examples of the nature and frequency of presentations that you have made to school boards.
- B. Give examples of three difficult situations faced in your current contracts that have risen to the level of school board concern, and describe how you handled them.
- C. Give examples of lesson plans and materials used in classroom presentations on bus safety and related matters.
- D. Describe in detail your complaint management procedures. Include documentation and samples of forms used.
- E. Describe how your company logs complaints and how the information is used.
- F. Provide a detailed explanation of how discipline and management of students is handled, including a description of the roles of the driver, transportation supervisor, principal, classroom teacher and parent and students.
- G. Describe in detail your proposed student discipline program.
- H. Describe any procedures and policies used in dealing with parents and the public.
- I. Describe the ways in which your company has been involved in the communities it serves.

9. EQUIPMENT USED

- A. Provide a detailed schedule of the proposed bus fleet configuration.
- B. Describe the radio system to be used on buses and its expected coverage area.

- C. Describe how **Proposer** will assure bus communications will not be limited by the geographic terrain of the District?
- D. Describe in particular the major equipment that will be on site for maintenance and repair of buses.
- E. History of Break Downs: **Proposer** shall furnish a recap, for the previous twelve operating months, showing a history of equipment breakdowns or failures that occurred in at least one school district approximately the same size as Molalla River School District. Information should include the date breakdown occurred, part or equipment that failed, if breakdown resulted in late arrival to school or home and if so how late, and as a result of equipment breakdown or failure was a spare bus dispatched.
- F. Describe your company's preventative maintenance program for your vehicles. Include a copy of your written maintenance program if one exists.

10. FACILITIES

Provide a detailed description of **Proposer's** planned maintenance, vehicle parking, bus storage, office, and drivers' training facilities. Included in this description shall be the overall size, number of maintenance/repair bays, of **Proposer's** school bus maintenance/parking facility.

11. OIL RECYCLE PROGRAM

Describe your company's oil recycling program, if any.

12. INSURANCE DATA

- A. Provide copies without omission or gaps of actual insurance policies' cover pages "or similar document" covering Workers' Compensation, commercial general liability, automobile liability, umbrella excess liability, additional insured working, and hold harmless wording.
- B. Provide the names and addresses of the insurance companies, insuring your operation for: Commercial General Liability and Property Damage, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation.

Molalla River SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

ADDENDUM #1

October 16, 2009

To: Prospective Proposers

From: Rick Gill, Business Manager

The following items are proposal clarifications based on questions received to this date:

- 1) Wednesday, October 21, 2009, 10:00 a.m. PST will be the deadline for submission of any remaining clarifying questions regarding this RFP. The district will issue a final addendum to all proposers answering such questions deemed appropriate by the district.
- 2) The cost of fuel is an operating expense that should be included in the operating costs. The current fuel adjustment charge is to be eliminated.
- 3) The Chart below provides additional cost and mileage information

	2006 - 2007	2007- 2008	2008 - 2009	2009- 2010
Per ODE Pupil Transportation Report				
Reimbursable Miles	501,226	610,439	657,760	
Nonreimbursable Miles	15,971	18,223	16,503	
Per MRSD Fincl Reports				
Reimb Transportation Exp	1,682,399	1,988,025	1,960,569	
Nonreimb Transprtn Exp	26,851	26,922	22,926	
Per MRSD Adopted Budget				
Reimb Transportation Exp				2,023,672
Nonreimb Transprtn Exp				23,300

- 4) The chart below provides additional route information. I would also direct your attention to the MRSD web site and the Transportation page which contains detailed stops information.

ROUTE NUMBERS	STUDENTS COUNTS ALL DAY
1	75
2	111
3	52
4	85
5	62
6	103
7	81
8	49
9	49
10	82
11	59
12	69
13	105
14	82
15	146
16	155
17	124
18	126
19	76
20	108
21	78
22	177
23	133
24	150
25	160
26	142
27	113
51	6
52	4
53	8
54	9
55	3
56	11
57	9
58	5
59	5
60	4
61	1
62	5
63	13

- 5) The current provider has classified as proprietary the hours drivers are compensated per route
- 6) The current provider indicates that there are not established adverse weather routes. Stops are established as needed if specific roads can not be traveled.
- 7) Additional billings for September 2008, January and September 2009 and Summer School 2009 are included as an additional attachment.

Molalla River SCHOOL DISTRICT 35
Request for Proposals (RFP 0910-01) - Student Transportation Services

ADDENDUM #2

October 22, 2009

To: Prospective Proposers

From: Rick Gill, Business Manager

The following items are proposal clarifications based on questions received before the question period ended yesterday at 10 a.m. PST. :

- 1) There was confusion as to the number of days to use for calculating rates. The district is not guaranteeing a certain number of days. Please use 170 days to promote comparability. Please disregard the rate segments referring to rates for more than or less than 170 days.

- 2) The activity use section of the rate sheet is for athletics and field trips. The current provider uses the overage rate to charge for home to school transportation for ½ day programs. These are identified on the invoices as Kindergarten and Outreach. Outreach is a High School alternative program. The current provider also uses the overage rate to charge for school day shuttle buses between the middle school and the high school and the high school and the agricultural program site (Land Lab).

The current provider is not able to provide the miles per day for these services. Proposers should use a charge per hours basis for the purpose of the proposal for these services. The district reserves the right to provide additional information during contract negotiations to allow for comparative calculations to arrive at a best value for the delivery of these services.

- 3) A proposer has noted a discrepancy between the reported miles to ODE and the route miles provided in the proposal multiplied by 170 days, Proposers should use the miles reported to ODE to calculate costs for their proposal.



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 22157 Network Place
 Chicago IL 60673-1221

INVOICE NO.
11024596
 PLEASE INDICATE INVOICE
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SERVICES INVOICE

TO: Molalla River School District #35
P.O. Box 188
412 S Sweigle
Molalla, OR 97038

DATE: November 24, 2014
 ISSUING LOC. CODE: 10477
 BILLING CUSTOMER # 26014
 ACCOUNT NUMBER See below
 BILLING PERIOD: 10/26 -11/22/2014

Regular Education Transportation

First 4 Hours per bus	26 Routes x	\$133.65	Per Day x	17	Days	\$59,073.30
First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
MRA First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
RPA First 4 Hours per bus	2 Routes x	\$133.65	Per Day x	16	Days	\$4,276.80
Routes Excess Hours		536.18	Hours x	\$33.43	Per Hour	\$17,924.50
MRA Routes Excess Hours		0.00	Hours x	\$33.43	Per Hour	\$0.00
RPA Routes Excess Hours		18.56	Hours x	\$33.43	Per Hour	\$620.46
High School Land Lab		56.00	Hours x	\$33.43	Per Hour	\$1,872.08
Kindergarten Transportation		309.17	Hours x	\$33.43	Per Hour	\$10,335.55
Outreach Transportation		39.56	Hours x	\$33.43	Per Hour	\$1,322.49
Middle/High School Shuttle		24.31	Hours x	\$33.43	Per Hour	\$812.68

Special Education Transportation

First 4 Hours per bus	1 Routes	\$133.65	Per Day x	16	Days	\$2,138.40
First 4 Hours per bus	3 Routes	\$133.65	Per Day x	17	Days	\$6,816.15
First 4 Hours per bus	3 Routes	\$133.65	Per Day x	18	Days	\$7,217.10
First 4 Hours per bus	1 Routes	\$133.65	Per Day x	19	Days	\$2,539.35
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
Overage Hours		276.78	Hours x	\$33.43	Per Hour	\$9,252.66

Fixed Costs

12 Monthly billings July-June \$53,083.61

Miscellaneous Charges and Adjustments

Activity Trips (See attached) \$3,371.23
 Molalla High School (Non-Reimbursable) \$1,846.85
 Activity Van (District Driver) \$17.66

INVOICE TOTAL \$182,520.87

Location	Account	Amount
10477	41120	\$177,285.13
10477	41210	\$5,235.74
10477		\$0.00
10477		\$0.00
10477		\$0.00
Invoice Total		\$182,520.87

Please remit one copy with payment. Thank you.



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 First Student, Inc.
 22157 Network Place
 Chicago IL 60673-1221

INVOICE NO.
11013174
 PLEASE INDICATE INVOICE
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 REMITTANCE ADVICE.

SERVICES INVOICE

TO: Molalla River School District #35
P.O. Box 188
412 S Sweigle
Molalla, OR 97038

DATE: October 27, 2014
 ISSUING LOC. CODE: 10477
 BILLING CUSTOMER #: 26014
 ACCOUNT NUMBER: See below
 BILLING PERIOD: 9/28-10/25/14

Regular Education Transportation

First 4 Hours per bus	26 Routes x	\$133.65	Per Day x	19	Days	\$66,023.10
First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
MRA First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
RPA First 4 Hours per bus	2 Routes x	\$133.65	Per Day x	16	Days	\$4,276.80
Routes Excess Hours		596.41	Hours x	\$33.43	Per Hour	\$19,937.99
MRA Routes Excess Hours		0.00	Hours x	\$33.43	Per Hour	\$0.00
RPA Routes Excess Hours		18.92	Hours x	\$33.43	Per Hour	\$632.50
High School Land Lab		42.86	Hours x	\$33.43	Per Hour	\$1,432.81
Kindergarten Transportation		306.25	Hours x	\$33.43	Per Hour	\$10,237.94
Outreach Transportation		28.02	Hours x	\$33.43	Per Hour	\$936.71
Middle/High School Shuttle		23.24	Hours x	\$33.43	Per Hour	\$776.91

Special Education Transportation

First 4 Hours per bus	8 Routes	\$133.65	Per Day x	19	Days	\$20,314.80
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
Overage Hours		315.80	Hours x	\$33.43	Per Hour	\$10,557.19

Fixed Costs

12 Monthly billings July-June \$53,083.61

Miscellaneous Charges and Adjustments

Activity Trips (See attached) \$3,513.29
 Molalla High School (Non-Reimbursable) \$4,571.34
 Activity Van (District Driver) \$16.88

INVOICE TOTAL \$196,311.86

Location	Account	Amount
10477	41120	\$188,210.35
10477	41210	\$8,101.51
10477		\$0.00
10477		\$0.00
10477		\$0.00
Invoice Total		\$196,311.86

Please remit one copy with payment. Thank you.



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10991263
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SERVICES INVOICE

TO: Molalla River School District #35
P.O. Box 188
412 S Sweigle
Molalla, OR 97038

DATE: August 25, 2014
 ISSUING LOC. CODE: 10477
 BILLING CUSTOMER # 26014
 ACCOUNT NUMBER See below
 BILLING PERIOD: Jul 27-Aug 23,2014

Regular Education Transportation

First 4 Hours per bus	3 Routes x	\$133.65	Per Day x	9	Days	\$3,608.55
First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
MRA First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
RPA First 4 Hours per bus	Routes x	\$133.65	Per Day x		Days	
Routes Excess Hours		13.86	Hours x	\$33.43	Per Hour	\$463.34
MRA Routes Excess Hours		0.00	Hours x	\$33.43	Per Hour	\$0.00
RPA Routes Excess Hours		0.00	Hours x	\$33.43	Per Hour	\$0.00
High School Land Lab		0.00	Hours x	\$33.43	Per Hour	\$0.00
Kindergarten Transportation		0.00	Hours x	\$33.43	Per Hour	\$0.00
Outreach Transportation		0.00	Hours x	\$33.43	Per Hour	\$0.00
Middle/High School Shuttle		0.00	Hours x	\$33.43	Per Hour	\$0.00

Special Education Transportation

First 4 Hours per bus	1 Routes	\$133.65	Per Day x	3	Days	\$400.95
First 4 Hours per bus	1 Routes	\$133.65	Per Day x	4	Days	\$534.60
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
First 4 Hours per bus	Routes	\$133.65	Per Day x		Days	
Overage Hours		0.42	Hours x	\$33.43	Per Hour	\$14.04

Fixed Costs

12 Monthly billings July-June \$53,083.61

Miscellaneous Charges and Adjustments

Activity Trips (See attached) \$681.24
 Molalla High School (Non-Reimbursable)
 Activity Van (District Driver) \$86.29

INVOICE TOTAL \$58,872.62

Location	Account	Amount
10477	41120	\$58,105.09
10477	41210	\$767.53
10477		\$0.00
10477		\$0.00
10477		\$0.00
Invoice Total		\$58,872.62

Please remit one copy with payment. Thank you.