

XXXXXXXXXX SCHOOL DISTRICT

TRANSPORTATION BID PACKET

Exhibit A

Contract for Transportation Services

This document includes current information about the District's transportation system, including:

- School Board Transportation Policies
- District Maps
- Bus Routes and Maps
- Stop Locations
- Number of Riders

DISTRICT LOGO

**DISTRICT CONTACT
AND ADDRESS INFORMATION**

(date)

To Whom It May Concern:

The XXXXXX School District is soliciting bids for the provision of transportation services to the District. The enclosed packet should provide comprehensive information to prospective bidders to submit a bid.

The District currently operates the following school bus routes: ten regular education am/pm routes, two special education am/pm routes and various specialized routes (mid-day, special education, etc).

XXXXXXXXXXXX is a school district located in XXXXXXXX County, XX, about XX miles XXXX from *(major municipality)* (in applicable). The District is approximately XXX square miles. There are XXXXX school buildings in the District: a Pre-K through Grade 2 elementary school in the *(municipality)*; a Grade 3 through Grade 5 elementary school in the *(municipality)*; and a 6-12 campus located in the *(municipality)*.

Current enrollment in the District is XXXX (PK-12) and is projected to *increase/decline* over the next XXXX years.

If you have any questions about the information or the process, please do not hesitate to contact me in writing – at either the address or the e-mail address above. Inquiries from any party and the response to the inquiries will be sent to all bidders.

We look forward to receiving your bid.

Sincerely,

(name)

(title)

XXXXXXXXXXXX School District**Transportation Bid Packet***(date)***Table of Contents**

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XXXXXXXX School District**Transportation Contract Bid Certification Form****(date)**

The Board of Education of the XXXXXXXX School District will accept sealed bids from qualified bidders for student transportation for the 20XX-XX, 20XX-XX and 20XX-XX, with an option for a two year extension for the 20XX-XX and 20XX-XX school years until *(time) C.S.T. on (day, date)*. Any bids received after the deadline will not be considered and will be returned unopened.

“Qualified bidders” is defined as those that meet all the criteria listed in the Bidders’ Checklist and comply with the Instructions to Bidders.

Bids will be opened by the School Board or its representatives at a meeting on *(day, date)* in Conference Room of the District Office, *(address, city, state)*, at *(time)*.

Bidders' shall complete the following information:

As the duly authorized representative, I certify that I am authorized to submit the enclosed Transportation Contract Bid for consideration by the XXXXXXXX School District. The Bidder agrees to comply by the terms of the Bid process and further agrees, if selected as the successful bidder, to the contractual terms specified in Exhibit B of the Bid Packet.

Bidder Name: _____

Address: _____

Telephone: _____

Contact Person: _____

Signature of Authorized
Bidding Official: _____

Title of Authorized
Bidding Official: _____

Date: _____

XXXXXXXX School District**Instructions to Bidders**

1. All bids shall be submitted on the attached District prepared forms to:
XXXXXXXX School District
Attn: *(name)*
(address)
(city, state zip)
2. After reading the attached specifications, potential bidders with questions should send those questions to *(name)*, *(e-mail)*. Copies of all inquiries and their responses will be forwarded to all bidders. All bidders are encouraged to submit their e-mail contact information to *(name)* to ensure timely receipt of any inquiries and responses.
3. The School Board shall require a performance bond in the amount of *(amount)*.
4. The selection of the successful bidder will be based bidders' responses to the items listed in the "Bidders' Checklist" included in this packet. The Administration will make its recommendation to the *Facilities and Transportation Committee* based upon the transportation bid specification, financial cost to the district, and an evaluation of the information listed in the checklist.
5. The bidder shall agree, as part of this bid, to enter into a contract in accordance with the bid specifications and rates listed in the bid form.
6. The bidding of the contract shall be subject to the legal obligations and requirements as set forth in Sections 121.58 of the *(state name)* Statutes, the requirements of the *(state name)* Department of Transportation, the requirements of the Department of Public Instruction *(or equivalent name)*, and the requirements of the XXXXXXXX School District.
7. The District will provide a packet of pertinent historical transportation information to all bidders. This will include maps of school district, existing bus routes, school locations, board policies, etc. It is expected that the bidder will become familiar with the District's transportation operation.
8. Withdrawal and Changes to Bids: Prior to the designated closing time, any bidder may withdraw their bid. Bidders may modify or change their bid in the same manner in which the original bid was submitted. Any such modifications must be received by the due date and time specified for the bids.
9. No bids may be withdrawn for a period of 60 days after the bid opening. The school board is expected to approve the recommended bid by *(date)*.
10. The bid opening shall be open to bidders' representatives.

11. The School Board reserves the right to reject any or all bids, and to accept any bid that may be the most advantageous to the District. Further the District reserves the right to waive any and all bidding irregularities and technicalities without recourse.
12. If it becomes necessary to revise any part of this specification, an addendum will be provided.
13. If additional information is necessary for the District to provide clarification of provisions in this specification, a supplement to the specification will be provided.
14. ~~A good faith deposit of a certified check or bid bond in the amount of (amount written out) dollars (\$XXX,XXX.00) must accompany each bid. No bid will be considered without such bond or check. Bid bonds/deposit checks from unsuccessful bidders shall be returned/refunded after the School Board approves the successful bid. The bid bond/deposit check from the successful bidder shall be returned/refunded once a performance bond has been received by the District.~~
15. The bidder shall furnish all information requested in the Bidders' Checklist. Bids that do not include all the required information shall not be considered.

XXXXXXXXXX School District**Bidder's Checklist**

Bids **must** include the following items:

1. Bid Certification Form (page 3 of this document)
2. Bid Form with Compensation Rates (Appendix B of Exhibit B)
3. Bid Form Bus Replacement Plan (Appendix C of Exhibit B)
4. List of Principal Owners and Officers of Company, as well as the address and phone number of the corporate headquarters.
5. Good Faith Check or Bid Bond for \$15,000 (see #14 of Instructions on page 5, above)
6. Letters of References from Three (3) School Districts and List of All *(state name)* School Districts, with Contact Information, with which the Bidder Contracts
7. The Most Recent Financial Statement of Assets, Liabilities, and Owners' Equity of the Bidder
8. Copy of Bidder's Safety Policy and Procedures
9. Information Regarding Driver Recruitment, Training and Evaluation Information
10. Descriptive Information of the Quality of Equipment Used by the Bidder
11. Summary of Equipment Maintenance Policies and Procedures, Including Preventative Maintenance Plans/Procedures
12. Statement of Cooperation with School District
13. Summary of Labor Relations, Including: Status of Any Current Labor Contracts; Labor Disputes in the Last Ten (10) Years resulting in Strikes, Arbitration, or in Issues before Federal (NLRB) or State Regulatory Agencies (*WERC in Wisconsin*) or Courts
14. Summary of Drug/Alcohol Testing Program and Policy
15. Copy of Bidder's Non-Discrimination Statement/Policy
16. Summary of policies/procedures regarding the use of video cameras on buses and storage and sharing of video tapes with schools. Does the Bidder Use Video Cameras?

XXXXXXXXXX School District**Transportation Bid Calendar**1. (month1 year)

Review bid packet and work with District counsel to finalize the bidding and transportation contract

2. (month2 year)

Send out bids; copies sent to members of the Board of Education and the Facilities and Transportation Committee

3. (date in month3)

Bids are due at 1:00 p.m. C.S.T. - Public opening of Bids at 1:15 p.m. C.S.T.

Evaluation of bids

4. (date in month3 or 4)

Review of bids with *Facilities and Transportation Committee* including Administrative recommendation

5. (date in month3 or 4)

Board approval of transportation contract

XXXXXXXXXX SCHOOL DISTRICT**TRANSPORTATION BID PACKET****Exhibit B****Contract for Transportation Services**

This transportation agreement is made this _____ day of _____ by and between XXXXXXXXXXXX SCHOOL DISTRICT (Hereinafter "DISTRICT") whose principal office is located at (*addrss, city, state, zip*) and _____ (hereinafter "CONTRACTOR"), a _____ (entity legal classification) organized under the laws of _____ (State), whose principal place of business is located at _____.

Section I**BACKGROUND**

WHEREAS (*State statutes citation authorizing contracting of pupil transportation*) and applicable School Board policies require that certain children who reside in the district be provided with transportation to and from school; and

WHEREAS the CONTRACTOR or desires to transport said children enrolled in the district in accordance with (*state name*) Statutes, federal and state regulations, and School Board policies; and

WHEREAS, being satisfied with the qualifications and performance of the CONTRACTOR, the DISTRICT has decided to hire the CONTRACTOR to provide bus transportation to those students in the district;

CONTRACT AGREEMENT

NOW, THEREFORE, the DISTRICT and CONTRACTOR (the parties) agree as follows:

- I. Authority of the Parties
 - A. Each of the parties to this AGREEMENT represent that they are authorized to enter into this AGREEMENT and no further authorization is necessary to validly bind the parties to the terms and conditions of this AGREEMENT.
- II. Duration of the AGREEMENT
 - A. This AGREEMENT shall be for a term of XXXX (X) years commencing on (*date*) and continuing through (*date*).

- B. This AGREEMENT shall automatically be extended for an additional XXXX (X) years, through *(date)*, unless the DISTRICT provides the CONTRACTOR with written notice to the contrary on or before *(date – about 90-180 days prior to contract end date)*.
- C. This AGREEMENT shall not be extended beyond *(date – same as in “B”)*.
- D. On the expiration date of this AGREEMENT, whenever that date shall be, the AGREEMENT ends without further notice to CONTRACTOR.

III. Responsibilities of the CONTRACTOR

- A. The CONTRACTOR shall provide pupil transportation services for the DISTRICT. Said services include regular and special education route transportation to and from schools (public and private); mid-day pre-kindergarten and early childhood routes; field, co- and extracurricular, including athletic, trips as assigned by the DISTRICT; as well as selected shuttle runs or other routes which the DISTRICT requires, directs and/or authorizes the CONTRACTOR to provide during the term of the AGREEMENT.
- B. The CONTRACTOR shall at all times maintain and operate vehicles used to meet DISTRICT transportation needs in a safe, efficient, and lawful manner and in accordance with such instructions and directions as may from time to time be issued by the DISTRICT; and shall comply with all lawful orders, rules, and regulations of the State of *(state)* and of the United States.
- C. The CONTRACTOR shall, at its expense, procure and maintain in effect any and all licenses, permits, certifications, or other authorizations which are or may be required by regulatory bodies for the performance of student transportation services.
- D. The CONTRACTOR shall assume all costs of the transportation operation, including but not limited to costs for
 - 1. purchase of vehicles compliant with all applicable laws and regulations;
 - 2. motor vehicle fuel;
 - 3. maintenance, both preventative and repair;
 - 4. unemployment and other necessary insurance;
 - 5. supplies;
 - 6. school bus safety components, such as strobe lights, crossing gates, and FM communication radios; plus
 - 7. salaries and benefits for drivers, mechanics and all other transportation employees.

In addition, the CONTRACTOR will furnish and maintain FM radios, base and antenna.

- E. The CONTRACTOR shall purchase, maintain, pay premiums thereon and file with the DISTRICT a certificate of liability insurance for all vehicles used in the fulfillment of this contract. Such insurance shall comply with *(state)* State Law. (Section XXX.XX and other applicable sections).
- F. The CONTRACTOR will purchase, pay for, and maintain liability and property damage insurance for all vehicles operated by the CONTRACTOR, in compliance with all State of *(state)* requirements as specified by the Departments of Transportation (DOT), Public Instruction (DPI), and any other department with regulatory oversight over pupil

transportation, as well as all applicable sections of the State Statutes. The CONTRACTOR shall maintain the greater of statutorily required levels of coverage or those specified below:

1. Primary Auto and General Liability *\$1,000,000* or Industry Equivalent
 2. Excess Auto and Liability *\$1,000,000* minimum
 3. XXXXXXXXXX School District is to be named as an additional insured as respect to the school bus contract.
- G. Certificates evidencing public liability and property damage, together with worker's compensation shall be given to the DISTRICT and shall provide that such insurance will not be cancelled or changed without at least 30 days prior written notice to the DISTRICT. If the CONTRACTOR's insurance lapses, this AGREEMENT becomes null and void.
- H. The CONTRACTOR shall transport only those students the DISTRICT authorizes the CONTRACTOR to transport. It is expressly recognized that the DISTRICT may, at its option, transport student groups of any size in private cars or school owned vehicles, contract with individual parents to transport their children attending parochial or private schools, or to expand or reduce daily transportation services to meet the needs of regular students and nothing in this AGREEMENT shall be construed to interfere with such DISTRICT option.
- I. The final decision on routes, schedules, and pickup points shall be made in cooperation with the DISTRICT, though finale determination rests with the DISTRICT. The DISTRICT, at its discretion, may retain the services of outside and independent consultants to help evaluate the situation and make recommendations related thereto.
- J. The CONTRACTOR shall furnish to the DISTRICT at the beginning of each school year, a roster of regular and a minimum of XXXX (X) substitute drivers employed by the CONTRACTOR, which shall include the drivers' names, addresses, telephone numbers, driver's license numbers and expiration dates, and route and bus assignments. This roster shall be updated as necessary. The DISTRICT reserves the right to require that drivers be reassigned or replaced if, in the opinion of the DISTRICT, they are unsatisfactory.
- K. The CONTRACTOR shall not assign or sublet its obligation under this AGREEMENT in whole or in part without prior written consent of the DISTRICT.
- L. If the CONTRACTOR wishes to charter buses to third parties for private use, it may do so as long as such activities do not interfere with DISTRICT needs or the performance of any obligations of the contractor under this AGREEMENT.
- M. The CONTRACTOR shall provide the DISTRICT on a timely basis all necessary information which is needed in the preparation of the Pupil Transportation report, or any other reports required by the (*state Education Agency/Dept*) or the DISTRICT.
- N. The CONTRACTOR shall prepare and provide all drivers with a manual, or handbook, outlining all company policies. Included therein must be written procedures to follow in emergency situations and all steps to follow if the bus is involved in an accident of any kind, or breaks down. All drivers shall be trained and tested on these procedures

to the extent that they will be prepared if an emergency does occur. The manual shall be subject to review by the DISTRICT prior to its distribution to the drivers.

- O. The CONTRACTOR, its officers, agents, drivers and employees shall not be considered to be employees of the DISTRICT. The officers, agents, drivers or employees of the CONTRACTOR will work directly and cooperatively with the DISTRICT to ensure that quality school bus transportation is provided and to resolve any problems or discipline issues.

III. Responsibilities of the DISTRICT

- A.
 - 1. The DISTRICT shall provide the names and addresses of students to the CONTRACTOR by *(date)* of each school year. The list will be updated XX days before school starts and on an as needed basis thereafter. The CONTRACTOR shall be responsible for determining the eligibility of students to ride in accordance with DISTRICT policies and state statutes.
 - 2. For years when summer school is provided, the DISTRICT shall provide the names and addresses of students for summer school transportation to the CONTRACTOR by *(date)*, of the school year.
- B. The DISTRICT shall provide the CONTRACTOR with all appropriate and necessary student specific information which may reasonably be considered appropriate for CONTRACTOR's employees to know to perform their duties under the AGREEMENT. This includes but is not limited to allergy information and any accommodations for bus transportation that are required as a result of a student's special needs. CONTRACTOR agrees to maintain confidentiality of such information and to include confidentiality training for all employees.
- C. The DISTRICT will pay the contractor only for service actually rendered. It is anticipated that the district will require a minimum of XXX days of service and will use its best efforts to hold school XXX days per year. All payments will be processed from September through June (with the exception of summer school).
- D.
 - 1. The DISTRICT will, in September of each contract year, honor an invoice from the CONTRACTOR which says "Advance toward services rendered - *\$(amount)* Regular."
 - 2. The CONTRACTOR will submit to the DISTRICT an itemized invoice for services rendered on a monthly basis and are due on or before the 10th of the month following the month services were provided. All invoices from the CONTRACTOR to the DISTRICT must be thoroughly documented. Invoices shall be payable by the DISTRICT no later than the last day of the month after which service was provided. (September's invoice for actual services rendered will be paid in October, etc.) The advance will be deducted from the final school year (June) payment due each contract year.
- E. The DISTRICT shall provide the CONTRACTOR at least two days notice, and will make every effort to provide a one week notice, of any field, co- or extracurricular, including athletic, trip bus requirements. In some cases, less than two day notice is unavoidable, for example in the case of athletic tournaments. In these cases, the parties agree to

work collaboratively to secure transportation. If, the CONTRACTOR cannot provide the service, the DISTRICT may arrange for the needed transportation service from another provider.

- F. The DISTRICT does not assume liability for the CONTRACTOR's equipment, but will cooperate to the fullest extent in apprehending, disciplining and/or prosecuting students suspected of vandalism.

IV. Miscellaneous Information

- A. All buses must be at the school locations not more than 15 minutes before class starts nor less than 5 minutes before class starts.

All buses are to be at the designated school locations at least five (5) minutes before school classes end.

- B. Special Education students shall be transported on regular routes, unless specified by the student's individualized education plan (IEP) or by the District Administrator, or designee, that specific students shall be assigned to special education routes. Service for Special Education routes is covered under this AGREEMENT.
- C. The District Administrator, or designee, shall have the final decision as to whether or not school is closed due to weather conditions or for other reasons. This decision will be made by *(time1)* on the day in question if possible. There shall be no charge to the DISTRICT for bus service on days when school is cancelled by *(time2)*. In the event school is cancelled after *(time2)*, the DISTRICT shall pay XX% of the daily route cost for each route scheduled to operate that morning.

SECTION II

GENERAL SPECIFICATIONS OF THIS CONTRACT

I. Interpretations

Interpretations of these specifications will be made by the District Administrator or his/her designated representative.

II. Transportation Procedures

- A. The CONTRACTOR shall comply in full with Chapter XXX of the *(state)* Statutes and any applicable rules and regulations of the Departments of Transportation and of Public Instruction.
- B. Each yellow school bus carrying public or parochial pupils shall hold two (2) emergency evacuation drills during the school year. Such drills will follow guidelines which are developed by the CONTRACTOR and reviewed by the DISTRICT. One such evacuation drill shall be held prior to the last day of October, and another drill shall be held prior to the last day of April in accordance with the *(state)* Handbook for School Bus Drivers. These drills shall be documented in writing indicating date, route number, driver's signature and number of students involved and be placed on file for

DISTRICT review upon request. The District Administrator, or designee, may authorize any deviation or exception to this provision regarding special education students. Any such authorization must be in writing. It is the responsibility of the CONTRACTOR to determine dates and hold the drills each year.

- C. The CONTRACTOR shall report all discipline problems to the Building Principal of the student in the written form used for the Bus Conduct Report. The DISTRICT agrees to follow through on each Bus Conduct Report in accordance with school board policy on discipline.
- D. The CONTRACTOR shall maintain a record of all eligible passengers on a perpetual basis during the school year and a copy of this record shall be kept on file by the CONTRACTOR for a minimum of two years after the completion of each school year. This record shall include the student's name, route assignment, student's home address, class location, shortest distance in miles between the student's home and class location, and whether the eligible student rode during the school year.
- E. The CONTRACTOR shall furnish the DISTRICT with a list of buses used on every route by bus number. The CONTRACTOR shall also furnish an updated list of bus students including name, address, grade and distance from school for each bus route within one week of request thereof to the DISTRICT when requested.
- F. Each accident or injury which occurs when there are children on the bus must be reported immediately and verbally to the District Administrator, or designee, to be followed with a written and signed letter within forty eight (48) hours of the accident or injury. All other accidents shall be reported in writing within 72 hours.
- G. Bus seats may be over assigned to take advantage of customary student absences. However, school buses shall not carry more pupils than the posted seating capacity.

III. Breach of Contract

In the event the CONTRACTOR fails to comply with any of the provisions of the AGREEMENT, the DISTRICT shall notify the same in writing of such breach, and the CONTRACTOR shall remedy such breach within ten (10) days of receipt of such notice. The DISTRICT may terminate the AGREEMENT in whole or in part when the CONTRACTOR fails to remedy a breach of contract. The CONTRACTOR agrees to reimburse the DISTRICT for any and all costs which result from breach of the contract by the CONTRACTOR, including but not limited to attorney's fees and the cost of securing a suitable replacement contractor. The performance bond will be applied to these costs.

In the event of any dispute arising under this contract between the CONTRACTOR and the DISTRICT, the CONTRACTOR and the DISTRICT shall meet in a good faith effort to resolve such dispute.

IV. Vehicle, Fuel and Compensation:

- A. CONTRACTOR agrees to furnish and maintain all the required vehicles for the transportation of students, subject to the conditions and specifications contained within

this document, at the rates set forth in Appendix B attached hereto and incorporated herein by this reference.

B. The CONTRACTOR agrees to pay the entire cost of all fuel and maintenance.

C. Vehicle Fuel Surcharge/Credit:

1. In the event the cost of gasoline and/or diesel fuel used to operate buses under this AGREEMENT should go above a rate of \$(amount1) per gallon by \$0.05 or more per gallon, the DISTRICT shall pay the rate of \$1.00 per day per "single route" (as defined below) for each \$0.05 per gallon increment over \$(amount1) per gallon in said fuel cost.
2. In the event the cost of gasoline and/or diesel fuel used to operate buses under this AGREEMENT should go below a rate of \$(amount2) per gallon by \$0.05 or more per gallon, the CONTRACTOR shall credit the DISTRICT at the rate of \$1.00 per day per "single route" (as defined below) for each \$0.05 per gallon decrease under \$(amount2) per gallon in said fuel cost.
3. Calculation of Items 1 & 2 above.

Price Per Gallon	Per Rte Surcharge
\$3.150-3.199	-\$2.00
\$3.200-3.249	-\$1.00
\$3.250-3.750	\$0.00
\$3.751-3.800	+\$1.00
\$3.801-3.850	+\$2.00

For prices outside this chart, the same methodology shall be used to calculate the amount.

4. Fuel Surcharges/Credits shall be listed as a separate line item on the CONTRACTOR's monthly invoice. CONTRACTOR shall provide documentation demonstrating average daily fuel cost at the CONTRACTOR's primary fueling location and shall make complete files available to the DISTRICT upon request.
5. Any adjustments in rates shall be set forth in writing upon a rider to be attached to this contract. Extraordinary changes in costs will be negotiated and agreed upon by the CONTRACTOR and the DISTRICT.

D. The rates of compensation for transportation services provided by the CONTRACTOR to the DISTRICT shall be those listed in Appendix B attached hereto and incorporated herein by this reference.

D (alt) The rates of compensation for transportation services provided by the CONTRACTOR to the DISTRICT shall be those listed in Appendix B (ALTERNATE) attached hereto and incorporated herein by this reference.

1. *All rates set forth in Appendix B shall be increased by the annual percentile change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for April preceding each contract year.*
2. *Notwithstanding the foregoing, in no event shall the percentage increase for any contract year be greater than (amount) percent (X.X%), nor less than (amount) percent (X.X%), regardless of the change in the CPI-W.*

V. Routing

- A. The CONTRACTOR shall provide transportation to all public and private school children of the School District as directed by the DISTRICT.
- B. The CONTRACTOR shall submit in writing to the DISTRICT by *(date)* prior to each school year, the proposed routes for the coming school year. Said routes will be set up according to DISTRICT standards for length of ride, walking distances, bus capacity, and any other pertinent data. The final route schedule shall be approved by the DISTRICT.
- C. The DISTRICT shall have the right to establish, consolidate, modify or eliminate school bus routes and schedules during the term of this AGREEMENT in order to meet the transportation needs of the DISTRICT. The CONTRACTOR shall comply with such adjustments within seven (7) days of notification thereof. The DISTRICT and the CONTRACTOR agree to negotiate the impact of such changes on the route pricing schedule bid.
- D. The parties hereto contemplate that at the commencement of the AGREEMENT the CONTRACTOR shall be required to operate during each school day, unless otherwise altered by the DISTRICT, a bus route schedule similar to that in place for the 20XX-20XX school year.
1. For 20XX-20XX, the following bus route schedule was in place:
 - a. XXXX (XX) buses on AM/PM regular ed "single routes";
 - b. XXXX (XX) buses for AM/PM special education "single routes";
 - c. XXXX (XX) buses on mid-day pre-kindergarten routes;
 - d. XXXX (X) bus on mid-day on an early childhood route;
 - e. XXXX (X) special education bus route to and from (*special location1*), with wait time in XXXXX;
 - f. XXXX (X) AM/PM bus route to various locations (*special location2*);
 - g. XXXX (X) mid-day bus routes to or from (*special location3*), though we have had them in the past for students returning from XXXX;
 - h. XXXX (XX) one-way special education routes for students on abbreviated schedules; and
 - i. XXXX (XX) routes for (*special location4*) on days when XXXX is in session and the DISTRICT is not.

Shuttle runs are completed by buses serving AM/PM runs of regular bus routes.

The parties also contemplate intra-district transportation between schools and extracurricular trips outside of the School District to be performed by the CONTRACTOR, except as noted herein.

Definitions:

1. The term "single route" shall be construed to mean that one bus shall be used in the morning for loading of students and discharging them at their schools, and in the afternoons to load the students at the school(s) and to discharge them at the appoint discharge locations in the school district.
2. The term "double route" shall be construed to mean one bus that is scheduled to complete a single run that shall subsequently pick up an additional load of

students and discharge them at the appointed discharge locations or at the school which they are scheduled to attend. The DISTRICT does not currently use double-routing at this time. For bidding purposes, double route costs are requested in the event this structure is adopted. Double route pricing should only include the second route portion of the “double” – this price will be added to the “single route” price for the total cost of the double route.

3. The term “shuttle route” shall be construed to mean a route that transports a group of students from one school to another school, with the assignment of an empty bus to provide the transportation. A shuttle route may be a double route, completed by a bus that completes a regular route, or a single route, where an otherwise unscheduled bus is assigned to the route. The DISTRICT does not currently have any shuttle routes. For bidding purposes, shuttle route costs are requested in the event this structure is adopted. Pricing is requested in two formats: “shuttle doubles” and “stand alone shuttles.”
 - a. Shuttle double route pricing should only include the second route portion of the “double” – this price will be added to the “single route” price for the total cost of the shuttle double route;
 - b. Stand alone shuttle routes may be priced at, or below, the single route price.
 4. A “shuttle run” is the process of transporting students from one school to another on an existing route. This may involve students who load at one school to ride to another, but must include students who were already aboard (AM) prior to arriving at the first school stop, or will ride past the last school stop (PM). A shuttle run is considered to be incorporated into a “single route” for the purpose of route planning and for billing.
- E. All routes shall have a regular driver assigned.
- F. The CONTRACTOR shall provide each school, the Central Office, and regular and substitute drivers with a complete set of route maps and driver itineraries (load times, pickup points, and assigned riders by stop) for all routes. The above information along with the name, address, school, grade, and assigned route for all bus eligible students must be available at least two weeks prior to the beginning of each school year. The CONTRACTOR shall provide this route information to each parent of bus riding students at least one week prior to school starting. The CONTRACTOR shall determine how this information is communicated and will notify the DISTRICT of the method used.
- G. By September 15 of each year, the CONTRACTOR shall provide to the DISTRICT a timed listing of all stops made on each regular and special education route.
- H. Routes shall be constructed so that students will not ride a bus longer than time limits set by DISTRICT policy.
- I. The CONTRACTOR shall attend school registration to provide bus route information and answer questions from parents of bus riding students.

VI. Facilities

- A. The CONTRACTOR shall establish a base of operation within the geographic boundaries of the district.

- B. The CONTRACTOR shall operate and maintain all vehicles used in service of this AGREEMENT in accordance with all rules and regulations established by the state and federal governments.
- C. The CONTRACTOR shall establish a communication system whereby the DISTRICT has immediate and direct verbal contact with the CONTRACTOR during all operational hours.

VII. Office Personnel

The CONTRACTOR shall employ sufficient personnel to adequately perform the duties of a terminal manager and dispatcher. The terminal manager must be available to supervise the operation of this transportation service and must have the authority to make necessary decisions on behalf of the CONTRACTOR. The terminal manager may serve as the dispatcher on duty.

VIII. Drivers and Training

- A. All buses shall be operated at all times by trained, competent, and prudent drivers who shall meet all requirements for, and be fully licensed as, school bus drivers by the State of (state). In addition, all drivers will be required to follow all Federal, State, Local and XXXXXXXXXXXX School District transportation policies and regulations, including but not limited to, random drug testing and criminal background checks.
- B. The CONTRACTOR shall provide adult/child CPR and First Aid training to all drivers each school year. CPR certifications shall be maintained by all drivers.
- C. It is understood and agreed by the parties hereto that freedom from tuberculosis in a communicable form is a condition of employment as a bus driver engaged in performance of this contract.

The CONTRACTOR agrees to comply with Section XXX.XX of the (state) Statutes.

- D. The CONTRACTOR shall establish and implement a screening, hiring and training program which includes the following as a minimum:
 - 1. Driver completes a written application form which is provided by the CONTRACTOR.
 - 2. Driver has an initial interview with the manager or operator to determine the applicant's aptitude for the job.
 - 3. CONTRACTOR conducts a record check on the applicant's driving record. CONTRACTOR also must insure that the applicant has had no conviction which would disqualify him/her from holding a school bus driver's license. The applicant's driving record, which is obtained from the State of (state), shall be available for review upon request by the DISTRICT.
 - 4. CONTRACTOR must provide adequate pre-service training so that the driver has a thorough knowledge of the (state) Handbook for School Bus Drivers and of all traffic laws and regulations. In addition, the CONTRACTOR must provide a minimum of two (2) hours of behind the wheel training with a qualified instructor.

5. The CONTRACTOR must provide route training before the driver is given the responsibility of transporting students. This would include, but not be limited to:
 - a. A specific map of the route indicating exact locations and names for pickups and dropoffs.
 - b. Specific information about the route indicating danger points, and road hazards.
 - c. Actual driving of the route.
 6. The CONTRACTOR shall provide all appropriate training for drivers transporting students with special needs. This includes, but is not limited to, proper procedures for use of a wheelchair lift; proper techniques for securing wheelchairs, both occupied and unoccupied, during transport; the use of car seats or other restraints for students when required; evacuations techniques for students with disabilities; and First Aid/CPR training. The DISTRICT will work with the CONTRACTOR to provide individual specific information when such information requires accommodations to the pupil's transportation.
 7. The CONTRACTOR must provide on-going inservice training programs for the bus drivers. Drivers shall be required to attend the meetings. A minimum of 420 minutes of inservice spread over at least five inservice meetings shall be held throughout each school year. The meeting topics shall be geared to driver needs including safety, discipline, and drills. The CONTRACTOR shall document the day/date of the meeting, the topic covered, the length of the meeting, and attendance. Said records will be made available to the DISTRICT upon request.
 8. Occasional staff meetings shall be conducted on topics that require immediate attention upon the request of the DISTRICT.
- E. The CONTRACTOR will be responsible for proper supervision over the drivers to insure that the routes are being run correctly and on time. Included in this supervision shall be an annual written evaluation of all drivers in the areas of driving competency, understanding of laws, regulations, district policies, and customer service (complaints, concerns, compliments). A copy of this evaluation shall be made available upon request to the DISTRICT.
- F. Bus drivers shall be hired, employed and under complete supervision of the CONTRACTOR. However, the CONTRACTOR shall replace any school bus driver who, in the sole opinion of the DISTRICT, is unsatisfactory.
- G. The CONTRACTOR shall keep files on each bus driver including, but not limited to, the driver's written application form, references, including those checked with written notes by the CONTRACTOR, employment record, driving record, and written evaluations. The DISTRICT shall have access to these files upon request.
- H. As per DISTRICT policy, drivers shall be responsible for loading and unloading students and for the discipline of the students while on the bus. The DISTRICT shall cooperate with the CONTRACTOR regarding its responsibilities in accordance with DISTRICT policy.

- I. All bus conduct rules shall be enforced by the drivers. This shall include but are not limited to prohibitions of smoking, drinking beverages, eating, and profane language.
- J. Each driver shall perform pre- and post-trip vehicle inspections as provided for in the (state) Handbook for School Bus Drivers. The driver, after discharging the last passenger of each run shall conduct a walk-through inspection of the vehicle to ensure that no child is left on the vehicle.

IX. Vehicles

- A. The CONTRACTOR shall provide and maintain the appropriate number of and the size of vehicles needed to satisfy the transportation requirements of the AGREEMENT. As of the date of this AGREEMENT, all vehicles shall meet the specifications and regulations as currently prescribed by the DOT, DPI and the DISTRICT, whereby persons being transported will have accommodations as required by (state) Statutes.

All rules and regulations adopted by the state or federal governments specifying design, construction, inspection and operation of vehicles used for the transportation of district students are hereby made a part of the contract as of the date of the contract.

If any such specifications or regulations are changed, after the date of this contract, in such a way as to require any expenditure of money to modify the CONTRACTOR's vehicles in order to comply with such changes, the CONTRACTOR and the DISTRICT shall negotiate an appropriate change in reimbursement to reflect such additional expenditures.

- B. The average age of the buses regularly assigned to all routes ("fleet average age"), including special education and other special routes, as of the first day of each school year, shall not exceed six (6) years. The posted bus capacity of each full size regular route school bus shall be at least seventy-one (71) passengers.

The average age of a bus is determined based upon its total years in service. For example: A new bus, (one that has never been titled) purchased in school year 2007-08, is classified as 0 years old. A used bus purchased in 2007-08 with 1 year of prior service is classified as 1 year old. The contractor shall submit the appropriate documentation to the district that verifies a bus' years of service.

Buses included in the CONTRACTOR's fleet as spares are not included in the determination of the fleet average age, but may not exceed 12 years of service.

- C. The CONTRACTOR's fleet shall consist of a minimum of 120% of the number of vehicles required to fulfill the daily route requirements.
- D. The CONTRACTOR shall provide the DISTRICT at the start of each contract year a fleet roster, including the fleet number, license plate number, posted capacity, assigned route ("spare" for buses not assigned to a route), assigned driver, date in service, age (as of the first day of school). A notation shall be made of any buses that are equipped with a wheelchair lift.

The DISTRICT may request that the CONTRACTOR submit a weekly list of all spare buses were used on the bus routes, including the date used, bus number, and route used on.

- E. At the conclusion of each contract year, on or before *(date)*, the CONTRACTOR shall file with the DISTRICT a written bus replacement plan which details the CONTRACTOR's plans to replace buses over the subsequent five years in such a manner to maintain the above fleet average age standards. Said replacement plan shall be mandatorily implemented by the CONTRACTOR for the next succeeding contract year, starting *(date)*. CONTRACTOR may amend, with notice to the DISTRICT, the plan as circumstances arise, but shall comply with the fleet average age standards. Other years in the plan shall be included in the replacement plan for planning purposes only. The first such replacement plan shall be attached to this agreement as Exhibit C. Failure to submit or implement the bus replacement plan shall constitute breach of the terms of this contract.
- F. The CONTRACTOR shall equip all buses with operable two-way radios, strobe lights, and crossing gates.
- G. Buses shall be kept neat and clean inside and out at all times.
- H. Buses shall not be loaded to exceed the authorized capacity.
- I. The CONTRACTOR will be required to keep thorough up to date records of all maintenance work done and the DISTRICT shall have access to these files.
- J. The CONTRACTOR may install video boxes and cameras in all buses assigned to regular and special education runs. CONTRACTOR retains ownership of cameras, boxes, and all video tapes recorded on the buses. CONTRACTOR agrees to make video tapes available for student discipline matters, if available and requested by the DISTRICT.

X. Performance Bond

The CONTRACTOR shall be required to qualify for a performance bond and will be required to purchase one.

XI. Transportation of Students Must be Authorized

The CONTRACTOR agrees not to furnish student transportation, whether for regular student transportation, special education, noon early childhood, special trips including those athletic, musical or other events, or any other transportation without the prior approval of the DISTRICT. Unauthorized student transportation shall not be paid by the DISTRICT.

XII. Radios

The CONTRACTOR agrees to provide a "base station services" for the DISTRICT.

XIII. Evaluation

Annually the DISTRICT shall give the CONTRACTOR an evaluation of its services at such time and in such form as the DISTRICT sees fit.

XIIV. Law

This AGREEMENT shall be construed in accordance with the laws of the State of *(state)* as of the date of this contract.

XV. Notices

- A. All notices to the CONTRACTOR hereunder shall be made in writing and delivered by certified mail, postage paid, to the following:

Contact Person

Company

Address

City, St Zip

- B. All notices to the DISTRICT hereunder shall be made in writing and delivered by certified mail, postage paid, to the following:

District Administrator

XXXXXXXXXX School District

Address

City, St Zip

- C. Such notices shall be effective upon deposit thereof in a depository of the United States Postal Service.

XVI. Miscellaneous

- A. The headings preceding the text of the sections and subsections in this AGREEMENT are inserted solely for convenience or reference and shall not constitute a part of this AGREEMENT or affect its meaning, construction, or effect.
- B. This AGREEMENT replaces and superceded any and all previous oral or written agreements between the CONTRACTOR and the DISTRICT. This Agreement and the appendices attached hereto constitute the entire agreement between the parties and there are no collateral oral agreements or understandings between them. No additions, variations, or modifications to this AGREEMENT shall be binding upon the parties unless in writing and signed by duly authorized representatives of the parties.
- C. This AGREEMENT shall be binding upon and inure to the benefit of both parties and to their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year above written.

DISTRICT

By:

President_____
Clerk_____
DateCONTRACTOR

By:

President_____
Secretary_____
Date

**XXXXXXXXXX School District
Transportation Contract Bid Form**

Appendix A

Summary of Services

The Company will provide the following transportation services:

- A. All regular AM and PM regular and special education school bus routes, as authorized by the DISTRICT.
- B. All mid-day pre-kindergarten and early childhood routes, as authorized by the DISTRICT.
- C. Students involved in extra-curricular activities that the DISTRICT so indicates on the trip-by-trip basis (with 48+ hours notice). The CONTRACTOR shall not be required to provide more than three (3) buses at any one time for extra-curricular activities, but will endeavor, on a "best efforts" basis, to provide more than three buses, upon request by the DISTRICT. In the event the CONTRACTOR cannot provide more than three buses, the DISTRICT retains the right to hire another carrier for the additional trips.
- D. Shuttle runs (other than regular AM/PM routes) and such other transportation as requested and authorized by the DISTRICT.
- E. All mileage rates begin and end at the CONTRACTOR's Bus Storage Facility that is located within the boundaries of the XXXXXXXXXXXX School District. Exceptions will be granted for special requests for buses requested on an individual basis.

**XXXXXXXXXXXX School District
Transportation Contract Bid Form**

Appendix B

Compensation Rates

1. Daily Route (a.m. and p.m.)	2008-09	2009-10	2010-11	2011-12 (optional)	2012-13 (optional)
Single Route Base Rate:	\$	\$	\$	\$	\$
Double Route Rate (cost of Double portion only):	\$	\$	\$	\$	\$
Shuttle Double Route Rate:	\$	\$	\$	\$	\$
Stand Alone Shuttle Route Rate:	\$	\$	\$	\$	\$
One-Way Run to XXXX (up to three times per day):	\$	\$	\$	\$	\$
XXXXXX (special) Run:	\$	\$	\$	\$	\$
2. Pre-Kindergarten/ Early Childhood Mid-Day Route					
Route Rate per Small Bus:	\$	\$	\$	\$	\$
Route Rate per Large Bus:	\$	\$	\$	\$	\$
3. Extracurricular and Athletic Trips:					
Cost per Mile (large bus)	\$	\$	\$	\$	\$
Cost per Mile (small bus)	\$	\$	\$	\$	\$
Cost per Hour	\$	\$	\$	\$	\$
Minimum Charge	\$	\$	\$	\$	\$

SCHOOL DISTRICT NAME

ADDRESS

PHONE

XXXXXXXXXX School District Transportation Contract Bid Form

Appendix B - ALTERNATIVE

Compensation Rates

1.	<i>Daily Route (a.m. and p.m.)</i>	<i>2008-09</i>
	Single Route Base Rate:	\$
	Double Route Rate (cost of Double portion only):	\$
	Shuttle Double Route Rate:	\$
	Stand Alone Shuttle Route Rate:	\$
	One-Way Run to XXXXX (up to three times per day):	\$
	Special Run:	\$
2.	<i>Pre-Kindergarten/ Early Childhood Mid-Day Route</i>	
	Route Rate per Small Bus:	\$
	Route Rate per Large Bus:	\$
3.	<i>Extracurricular and Athletic Trips:</i>	
	Cost per Mile (large bus)	\$
	Cost per Mile (small bus)	\$
	Cost per Hour	\$
	Minimum Charge	\$

Rates for 20XX-XX, 20XX-XX, 20XX-XX (if extended), and 20XX-XX (if extended) shall increase by the Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) for the month of April prior to the contract year. Notwithstanding the foregoing, in no event shall the percentage increase for any contract year be greater than *amount* percent (X.X%), nor less than *amount* percent (X.X%), regardless of the change in the CPI-W.

XXXXXXXXXX School District Transportation Contract Bid Form

Appendix C

Replacement Plan

Daily Regular Education Route Buses

Number of Buses By Year					
Years in Service	Fixed 20XX/XX	Fixed 20XX/XX	Planning Purposes 20XX/XX 20XX/XX 20XX/XX		
0 Yrs					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
Average					

The average bus age at the start of each school year shall not exceed six (6) years.

Number of Buses By Capacity					
Posted Capacity	Fixed 20XX/XX	Fixed 20XX/XX	Planning Purposes 20XX/XX 20XX/XX 20XX/XX		
71-72					
77-78					
83-84					
Average					

The Contractor may use buses with posted capacities of at least 71 passengers on regular education route.

