



Minidoka County School District #331

"Empowering Students for Success"

REQUEST FOR PROPOSALS (RFP 0708-1)

FOR

STUDENT TRANSPORTATION SERVICES

**DIRECT ALL INQUIRIES TO:
Dr. Ken Cox, Superintendent
Phone 208-436-4727
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ADVERTISEMENT

Minidoka County Joint School District #331, Rupert, Idaho

Sealed proposals will be received at the Business Office of the Minidoka County School District, 310 10th St, Rupert, ID 83350, until 3:00 PM, Pacific Standard Time, February 28, 2018, 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, 2018 through June 30, 2021.

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 (**4:30 PM**) on February 1, 2018. Bidders may attend an optional pre-proposal conference scheduled for February 1, 2018 at 1:00 PM, Mountain Daylight Time, at the District Service Center in Rupert, in order to submit a proposal. Formal contractor pre-qualification is not required.

The Minidoka County School District 47J reserves the right to reject any or all proposals.

Dr. Ken Cox
Superintendent
208-436-4727

Publish: The Voice by January 23, 2018
Time-News by January 23, 2018

PROPOSAL SELECTION TIMELINE

Advertisement for Proposals	January 26, 2018
Pre-Proposal Conference & Registration	February 1, 2018
Submission Deadline & Proposal Opening	February 28, 2018
Selection Committee Evaluation	March 1 - 9, 2018
Recommendation to School Board/Contract Award	March 19, 2018
Contractor to Begin Service	July 1, 2018

I - INTRODUCTION

Minidoka County School District 47J is posting a request for proposals (RFP) for School Bus Transportation Services. 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.

The District currently provides student transportation for the Minidoka County School District.

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, School Board, and Community. 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 qualified **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 - Minidoka County School District is located in Rupert, Idaho but also serves students in some nearby counties. The District serves approximately 4,200 students in grades K-12 as well as some special services pre-school students. The student population has been stable to slightly growing over the past few years. The District serves students with (4) elementary schools, (2) middle schools, (2) high schools and one alternative school at the District Service Center in Rupert.

The District is geographically located in Minidoka County in south central Idaho. There are many rural roads throughout the District. While the majority of the District experiences cold weather throughout the year, blowing snow and ice are typical. 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.

II - PRE-PROPOSAL REGISTRATION AND CONFERENCE

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” or hand delivered letter to the District, at the address shown below, by no later than the close of business (4:30 PM) on February 1, 2018.

Mailing Address:

Dr. Ken Cox, Superintendent
Minidoka County School District Office
310 10th St.
Rupert, ID 83350

Pre-Proposal Conference

In order for the District to be certain that all potential **Proposers** understand the Request for Proposal document and the proposal process, a Pre-Proposal Conference will be held on February 1, 2018 at 1:00 PM, at the School District Office (address shown above). Attendance at the Pre-Proposal Conference is **NOT mandatory**. However, all companies or individuals having an interest in submitting a proposal for pupil transportation services are encouraged to be in attendance. Statements made by the District’s representatives at the conference are not binding upon the District unless confirmed by a written addendum.

III - GENERAL PROPOSAL INSTRUCTIONS

1. FORMAT OF BID:

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

MINIDOKA COUNTY SCHOOL DISTRICT 47J
310 10th St.
Rupert, ID 83350

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 0708-01) – STUDENT TRANSPORTATION SERVICES). The Business Office of the Minidoka County School District 47J must receive all proposals no later than November 9, 2018, 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 holds or the capacity on which he 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 proposal, unless specifically indicated as acceptable.

IV - COMPLAINTS AND REMEDIES

The District's designated Contract Officer for this process is Dr. Ken Cox, Superintendent. The Contract Officer, will handle all objections, complaints, and inquiries regarding this RFP. The Contract Officer may be contacted at the following address:

Dr. Ken Cox, Superintendent
MINIDOKA COUNTY SCHOOL DISTRICT 47J
310 10th St.
Rupert, ID 83350
and/or by telephone at (208) 436-4727

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 her 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 Minidoka County School District Board of Education is the public contract review board for the Minidoka County 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.

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
2. Community Member
3. District Business Manager
4. Special Education Department Representative
5. District Principal
6. Superintendent
7. Transportation Department Representative

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 qualifications and that pass the financial strength tests will then be evaluated on the following criteria:

Evaluation Points

- | | |
|---|-------------------------|
| 1. Cost/Fee Rates. | 50 points |
| 2. Company stability, service reputation, and length of time in business. | 15 points |
| 3. Financial Strength of Proposer . | 15 points |
| 4. Quality of Service and performance record. | 20 points |
| 5. Qualifications and experience of management and staff, driver selection programs and training including pupil management, and ability to retain qualified employees. | 20 points |
| 6. Ability to meet or exceed the performance goals and requirements of District as set forth in this Request for Proposal. | 20 points |
| 7. Fleet plan: Replacement plan for equipment and quality of maintenance program. | 20 points |
| 8. Safety program, history and procedures. | 20 points |
| 9. 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 Minidoka County School District, through the evaluation committee, reserves the right to invite one or more **Proposers** 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.

VI - TERMS AND CONDITIONS

VIa - 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 – Minidoka County School District 47J

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

AGREEMENT - Contract between District and successful **Proposer**

2. TERM

District will award a contract for an initial (3) year period. This initial term shall begin on July 1, 2018 and expire on June 30, 2021. 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.

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 agreement 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement, 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 whatsoever, 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 disagreement regarding the interpretation, meaning or effect of any provision of the Agreement 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 Agreement 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 Agreement with a notice period of its own choosing.

10. FUNDING

The parties recognize that revenue needed to fund this Agreement 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 Agreement, therefore, is entered into contingent upon the ability of the District to fund this Agreement. Should the District experience an unexpected shortfall, which would affect the District's ability to fund this Agreement the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation

terms of the Agreement. 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 Agreement between the District and **Contractor**, or the application thereof, be held invalid or unenforceable, the remainder of the Agreement 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 Agreement, 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 Agreement 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 Agreement immediately in the event that the District's board or superintendent reasonably concludes that **Contractor's** performance under this Agreement 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 Agreement.
- B. District may otherwise terminate this Agreement 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 Agreement.
- C. District may terminate this Agreement if District gives written notice to **Contractor** of its intent to terminate this Agreement if **Contractor** is in default under the Agreement 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 Agreement.
- (5) Should **Contractor** regularly fail to perform the transportation services required under this Agreement 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 Agreement.
- (8) Should **Contractor** commit any other material breach of this Agreement.

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 agreement, 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 agreement.
- 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 agreement, unless **Contractor** makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

Vib - TERMS AND CONDITIONS – SPECIFIC

Under Agreement with the District, Contractor agrees as follows:

1. SCOPE OF SERVICE

- A. To provide safe transportation to and from school and school-related functions. A typical regular school year will require 173 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 50 minutes unless extended riding time beyond the 50 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) 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 **Contractor** 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 15th 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:

The District will work with the **Contractor** to coordinate ownership of the current District fleet. **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.

Proposer shall provide, as a part of its proposal, a list of vehicles to be used in the performance of this service. Vehicles list shall include the date of manufacture, chassis / body manufacturer(s), rated passenger capacity, and engine type (gas or diesel).

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:

- (a) 4 (four) 65 to 89 passenger buses (plus minimum of 2 spares)
- (b) 1 (one) type 10 vehicle limited to maximum of 8 passengers.

(2) Special Education: Provide as a minimum 3 (three) 15 to 30 passenger (Type A or A1) buses. 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.) 2 (two) 65 to 71 passenger buses with under carriage luggage storage.
- (b.) 2 (two) type 10 vehicles limited to maximum of 8 passengers.

(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 50 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 Agreement 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. TRACTION DEVICES:

All regular route buses purchased during the duration of this agreement must be equipped with automatic chain traction devices.

H. 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, and must supply the District with a base unit, to monitor bus-to-bus and bus-to-district communication throughout the district.

I. VIDEO/DIGITAL MONITORING EQUIPMENT:

All regular Home-to-School buses will be equipped for cameras and video or a digital monitoring system by the end of the contract.

- (1) There will be at a minimum *one operating camera for every three route busses* 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.

J. 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

The District will work with the **Contractor** to obtain permission to maintain use of the current District Transportation facilities.

~~Proposer agrees to provide, as part of this RFP, detailed descriptions of Proposer's vehicle maintenance, parking, office, and driver training facilities. Included in this description shall be the~~

~~overall size, number of maintenance/repair bays, and address or location of Proposer's school bus facility.~~

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.

Contractor shall have full responsibility for equipping and maintaining the facility in good repair and appearance satisfactory to the District and in compliance with all District, city, county, state and federal laws and requirements, including but not limited to environmental requirements.

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. Early Intervention), 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 Agreement, **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 for high school, and 15 minutes for elementary and middle school students 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 50 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 Agreement. 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, **Contractor** will provide a written summary of A.M. route schedules presented separately by route and by street for district publication to parents.

D. SCHEDULE ADJUSTMENTS:

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:

Where possible the Contractor will use existing bus drivers, mechanics and all other Transportation Department 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 detail 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) Contractor agrees to provide the requisite background checks for all employees:
- (a) Pursuant to OAR 541-53-006, CONTRACTOR agrees to submit the names of all applicants to the Oregon Department of Education for the purpose of reviewing applicants driving record and criminal record.
 - (b) Pursuant to ORS 181.537 and in compliance with ODE Memorandum No. 34-1996-97, successful PROPOSER shall require all of its employees, who may in anyway come in contact with DISTRICT students, to submit to an OSP/FBI approved fingerprint-based criminal history record check.
- (5) 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 agreement 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 Agreement, 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 Transportation 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 Transportation 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 Transportation 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 Transportation Manager that is under the control of the **Contractor**.
- (c.) The Transportation 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 Transportation Manager will have the ability to manage all phases of student transportation. Their 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 the Transportation Manager, **Contractor** agrees to provide 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 Transportation Manager.
 - (b.) **Contractor** agrees to provide a Dispatcher, who 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 Maintenance Supervisor, other than the Transportation Manager, that is 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 agreement, 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 Agreement.

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 school year 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 agreement.

D. STAFFING HOURS:

The **Contractor** shall have a competent manager available 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 5:30 a.m. and 5:00 p.m. and at other times as required by activity trips. Necessary support staff, including competent dispatchers, will be:

- (1) On duty normally from 5:30 a.m. to 5:00 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.
- (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 Transportation Manager must have a cellular phone.

F. EMPLOYEE APPEARANCE:

The District requires that all **Contractor** staff maintain a professional appearance appropriate for their 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 or radio of any vehicle accident or injury.
- (2) **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) **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 Agreement. This will include annual preparation in draft form of the state annual transportation report, form 581-2249 by August 10th of each 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 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 15 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. SEMI-ANNUAL SUMMARY REPORT:

Beginning December of the current fiscal year, Contractor shall supply the District with a semi-annual 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 rider-ship 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 designated 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.

D. STAFF/DRIVER MEETINGS:

Joint meetings for training and open exchange between District staff and Drivers will be held at a minimum annually. It is mandatory that all **Contractor** drivers and staff attend these meetings unless excused by the District. The **Contractor** and its drivers shall work in support of District policies and strategies regarding interaction with students and handling of behavioral problems. It is absolutely essential that the District and the **Contractor** establish open and constructive communications. This important relationship will also be a major factor in the District's evaluation of **Contractor** performance.

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. **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.

10. INCLEMENT WEATHER

The **Contractor** shall operate during inclement weather conditions unless routes are canceled by the District. **Contractor** shall provide for, in a timely manner, 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 5:30 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 most timely 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 vehicles (vans) 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 vehicles:
 - (1) **Contractor** shall provide the necessary classroom instruction to qualify District personnel to legally operate such a vehicle.
 - (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.

Vic - TERMS AND CONDITIONS – COSTS/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 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 10 and/or 20 Activity Vehicles: It is the intent of this RFP that the fixed cost associated with the 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, mileage, or a combination thereof for activities 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 two or less; if the number exceeds two, **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. 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.

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. **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 agreement with the District.

Regular Routes	Bus	Daily Route Time	Daily Mileage
Birkenfeld	65 - Conventional	3 hours	96
Timber	65 - Conventional	2.5 hours	66
Keasey	65 - Conventional	2.5 hours	52
Pebble Creek	65 - Conventional	2 hours	42
Mist	14 - Small Bus	5 hours	124
Small Bus	18 - Small Bus	1.5 hours	18
Wheelchair	14 - Small Bus w/ Lift	6.5 hours	162
Hillsboro	6 - Van	5 hours	128

The following are annual totals based on 2006-07 school year data:

Activities	Bus	Annual Mileage
Field Trips	65-71 - Conventional	2,673
Field Trips	6-8 - Van	817
Athletic Trips	65-71 Conventional	16,089
Athletic Trips	6-8 - Van	1,022

VIII - REQUIRED SUBMITTAL FORMS

The following forms must be completed by **Proposer** and six (6) copies submitted with proposal:

- 1.** RFP Checklist and Certificate of Compliance
- 2.** Proposal Rate Sheet
- 3.** Total Cost Proposal
- 4.** Resident Bidder Form

1 – RFP CHECK LIST AND CERTIFICATE OF 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 0708-01 (50 pages)
- This RFP Check List and Certificate of Compliance
- Addendums (list each #) _____

13. Inventory of RFP Documents Submitted

A. Your Proposal Document (6 Copies) to include:

- This Checklist
- Proposal Rate Schedule
- Proposal Total Cost Sheet
- Resident Bidder Form
- Required Supplemental Information
- All Required Signatures

B. 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 RFP. 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 RFP 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;

CERTIFICATE OF COMPLIANCE

Proposer further acknowledges that it has complied with all the terms and conditions of RFP 0708-01.

Signature of Authorized Representative _____

Printed Name of Authorized Representative _____

Title of Authorized Representative _____

Date _____

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 **173** 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 Agreement with the District.

B. FIXED COST:

All included Fixed Costs as described in Section VIc. This is based upon maintaining current service levels as described in Section VII and other requirements as specified in Section VI.

Annual Fee \$ _____

Monthly Fee \$ _____

C. RATE BASED COST:

All rate based costs as described in Section VIc. This is based upon maintaining current service levels as described in Section VII and other requirements as specified in Section VI.

1. **Minimum Daily Rate** per route bus for the following:

65-78 Passenger Conventional Bus \$ _____

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

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

6 -8 Passenger Van: \$ _____

Other: _____ \$ _____

2. **Daily Mileage Rate** per route bus for mileage over _____ miles:

65-78 Passenger Conventional Bus \$ _____

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

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

6 -8 Passenger Van: \$ _____

Other: _____ \$ _____

3. All Activity and Field Trip **Minimum Trip Rate:**

65-78 Passenger Conventional Bus \$ _____
12-30 Passenger Mini Bus w/o Lift \$ _____
12-30 Passenger Mini Bus w/Lift \$ _____
6 -8 Passenger Van: \$ _____
Other: _____ \$ _____

4. All Activity and Field Trip **Mileage Trip Rate** for mileage over _____ miles:

65-78 Passenger Conventional Bus \$ _____
12-30 Passenger Mini Bus w/o Lift \$ _____
12-30 Passenger Mini Bus w/Lift \$ _____
6 -8 Passenger Van: \$ _____
Other: _____ \$ _____

5. All Activity and Field Trip **Other Rates:**

Standby time (per hour): \$ _____
Overnight Charge (Meals/Motel) \$ _____

6. Activity vehicles driven by District staff - Buses driven by qualified district staff for student activities will be charge at the following **Minimum Trip Rates:**

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

7. Activity vehicles driven by District staff - Buses driven by qualified district staff for student activities will be charge at the following **Mileage Trip Rates:**

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

D. DISTRICT BUS DRIVER TRAINING FEE (for Type 10 vehicles only):

Classroom \$ _____
Behind the Wheel \$ _____

E. BASIS FOR ANNUAL ESCALATION OF FEES:

For each year subsequent to the initial year of the service agreement 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 7/1/09 _____ %
Year 3 – Effective 7/1/10 _____ %
Year 4 – Effective 7/1/11 _____ %
Year 5 – Effective 7/1/12 _____ %

- OR -

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

F. OTHER FEES:

Any other potential fee charged under this proposal (such as a fuel surcharge fee) must be listed below. Attach additional sheet if necessary

3 – PROPOSAL TOTAL COST SHEET

This summary 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**. The **Total All Costs** amount should reflect an estimate of the total transportation costs for one year.

Example: Your Daily Minimum and Mileage Rates (from p. 41) are \$50 and \$2.50 respectively and the minimum mileage is 50 miles. The Birkenfeld route would calculate as \$50 + \$2.50 X 46 miles (96 route miles – 50 minimum miles) for a **Total** of \$165 per day for that route. This would then be multiplied by 173 for a total cost of \$28,545.

Home to School					
Daily Charges					
Route (Bus Capacity/Mileage)	Minimum	Mileage	Total	Duration	Total Cost
Birkenfeld (65/96)				173	
Timber (65/66)				173	
Keasey (65/52)				173	
Pebble Creek (65/42)				173	
Mist (14/124)				173	
Small Bus (18/18)				173	
Wheelchair (14/162)				173	
Hillsboro (6/128)				173	
Activity Use					
Rate Charges					
Trips					
Bus Capacity	Trip Minimum	Trip Mileage	# of Trips*	Average Mileage*	Total Cost
65-78 Conventional Bus			185	105	
12-30 Mini Bus			----	----	
6 -8 Passenger Van			6	170	
District Driver					
Bus Capacity	Trip Minimum	Trip Mileage	# of Trips*	Average Mileage*	Total Cost
6 -8 Passenger Van			3	270	
Annual Fixed Costs (from page 40) :					
Total All Costs					

*Based on 2006-07 data.

4 - RESIDENT BIDDER

According to ORS 279.029 bidders must provide resident/non-resident bidder information. In order for the Minidoka County School District to determine whether a bidder is a resident/non-resident bidder, the following definitions apply:

- A. 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.
- B. 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.

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 the operation closest in size to the Minidoka County School District, provide ONE COPY ONLY of the following:
 - (1) Driver's training plan and manual
 - (2) Employee incentive plans
- D. During the last five years have any contracts been terminated by school districts you serve during the life of the contract? If so, give the School District Name.
- E. During the last five years has your company lost a bid from a district that had previously been served? If so, give the School District Name.
- F. Describe any present or prior litigation your company has or had with any customer.

2. FINANCIAL STABILITY

Provide financial information for the company's last completed fiscal year: including a financial summary, vehicle inventory, and a 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/rider-ship or possible re-routing.
- 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. 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 Transportation 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 Transportation Manager and provide a resume.
- C. In the event of an extended absence of your Transportation Manager, what backup will be provided? If an individual, give his or her name and include a resume.
- D. Provide the names and qualifications of those persons within your company who would have immediate authority over the Transportation Manager and those persons who would play an advisory role to the Transportation 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. Enclose a copy of the **Proposer's** drug policy, including procedures for mandatory testing, to be implemented in this district.
- B. Within your organization, what percentage of your drivers has been with the company for five, ten, fifteen and twenty years?
- C. Describe your process for the recruitment of drivers and 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.
- D. Describe the program components and content of your driver training program, and include an outline of the course of study. Define the amount of training provided to drivers in a twelve-month period.
- E. 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.

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. 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 comparable school district listed).
- C. Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.
- D. 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.
- E. Describe your present procedures for inclement weather conditions.
- F. Describe your experience and procedures for transporting students with disabilities.
- G. 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. Describe in detail your complaint management procedures and give examples of at least two difficult situations you have faced and how you handled them. Include documentation, samples of forms used, and how you monitor complaints and how the information is used.
- C. Provide a detailed explanation of how discipline and management of students is handled, including a description of the roles of the driver, transportation manager, principal, classroom teacher, parents and students.
- D. 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 and replacement plan for the duration of the contract.
- B. Describe the radio system to be used on buses and its expected coverage area.

- C. History of Breakdowns: **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 the Minidoka County School District. Information should include the date breakdown occurred, a description of the 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.
- D. Describe your 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 and 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.