

REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES

MADISON SCHOOL DISTRICT

C/O SAU #13

881 A TAMWORTH ROAD

TAMWORTH, NH 03886

RFP PUBLICATION DATE: March 10, 2017

SUBMISSION DEADLINE: May 1, 2017 @ 3:00 PM

PLANNED AWARD DATE: July 1, 2017

1. Administrative and General Information

Purpose

MSD seeks proposals from qualified respondents interested in providing student transportation services as described in this RFP. While the cost of the contract proposed is of great importance, proposing the lowest price will not assure award of the contract. MSD will demand safe, reliable, on-time, and efficient service; failure to address MSD concerns and/or requirements for these principles will disqualify a proposal.

MSD is seeking a Contractor to provide a full service student transportation contract, including professional transportation management, sufficient duly licensed drivers to meet route and activity/athletic demands, school buses, and service supervision. The Contractor is expected to perform all day-to-day student transportation operations. MSD expects to award a contract to a single provider.

Contract Period

This RFP addresses the Contract Period July 1, 2017 (transportation services to commence at the start of the school year) through June 30, 2018. The contract will be renewable by mutual agreement with one or more year extensions through June 30, 2020. Mutually agreeable modifications to the contract may be made at each renewal.

Scope of Services

Madison School District (MSD) is a K-12 public school district serving the Town of Madison, NH. Present enrollment totals 289 students and is distributed as follows:

Kennett High School (MSD students by tuition)	9-12	106
Kennett Middle School (MSD students by tuition)	7-8	50
Madison Elementary School	K-6	132
Pre-School (Special Ed.)	PS	5

The MSD school year typically requires 180 days of student transportation. Total transportation days could vary due to weather conditions or other circumstances beyond MSD's control. MSD will only pay for transportation days actually accomplished. Winter weather may require delayed opening or early closure of schools.

The present MSD student transportation schedule consists of the following:

Three regular routes:

Bus #1 (Green route) - 125 miles/day

Bus #2 (Blue route) - 130 miles/day

Bus #3 (Red route) - 110 miles/day

Late bus route: 18 miles/day

Small bus route: 70 miles/day

Activity trips: Estimated 10 trips annually with total mileage of 500-1,000 miles.

Special Education student transportation (Potential Out-of-District placements)

Present route detail can be found at "Bus Routes" on www.madison.k12.nh.us

MSD bus routes should be designed to comply with the following guidelines:

Bus routes/stops must be approved by the MSD School Board

Student arrival at the start of school or session: 5-10 minutes prior to the start of school.

Bus arrival at school for end of day: 10 minutes prior to school dismissal.

Riding time should not exceed 60 minutes.

The Contractor will be required to establish and maintain clear, open communication with the MSD Board, Superintendent, and school administrators. The contractor is also expected to provide for positive and responsive public relations with parents and citizens.

The drivers and vehicles provided for student transportation must comply with applicable federal and State of New Hampshire statutes and regulations for school bus drivers and school buses. Additionally, vehicles provided for student transportation must be equipped with cameras. Provisions for taking over MSD vehicle ownership (at fair market value)/lease obligations of the current MSD fleet, and providing opportunities for existing MSD bus drivers, must be part of any proposal in order to be considered. A schedule of the MSD fleet is attached hereto.

Safety and Discipline

- a. The Contractor shall provide within a reasonable amount of time any request for those reports and records which may be reasonable and necessary for the District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. The Contractor shall, in the event of an accident of any kind, immediately notify the Office of the Superintendent and provide all information known at that time. The Contractor shall update the Office of the Superintendent as new information becomes available and shall submit a detailed written report as soon as possible, but not later than two (2) business days after the accident.
- b. The Contractor shall, in the event of any delay resulting from cause other than an accident (e.g., mechanical breakdown, illness), notify the Office of the Superintendent.
- c. The Contractor shall conduct two emergency evacuation drills during each school year to acquaint student riders with procedures in emergency situations. The drills shall be conducted under the direction of the Superintendent or designee. A written report shall be submitted to the Superintendent or designee on each drill, no later than October 15th and May 1st of each school year.
- d. It is the bus driver's responsibility to ensure a safe environment during transportation services. While transporting students, the bus driver shall not leave the vehicle unattended or fuel the vehicle except as relieved by an authorized adult.
- e. No driver will allow children to leave the bus except at designated scheduled stops unless authorized by the District.
- f. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each stop.
- g. A driver does not have the authority to refuse transportation to any "eligible child" nor does a driver have the authority to remove a child from the bus.
- h. All student data will be treated as confidential and shall not be provided to any individual not directly responsible for the transportation of said student. [Should we require or provide FERPA training?]
- i. Each bus driver shall complete a thorough inspection of the school bus at the end of each run to ensure no student(s) have fallen asleep or still occupies the school bus, lost articles, property damage or trash.

- j. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor, however, the District will assist the Contractor in receiving restitution for damaged equipment if applicable.
- k. All concerns dealing with pupil safety and discipline that are beyond the bus driver's immediate ability to resolve, including any illegal student behavior, should be reported to the school principal. Final authority on disciplinary problems shall rest with the school principal.
- l. The Contractor will be solely responsible for the safety, welfare, conduct, control and census of the students being transported. The District will be responsible for the safety, welfare, conduct, control and census of the students while unloading or waiting to board a bus, and will be responsible for the safe and proper traffic control in any school loading area where buses are directed to load and unload students.

Evaluation Criteria

A variety of criteria will be considered in evaluating proposals. This evaluation will be made based upon information provided within the Proposal, by the Proposer during RFP presentations or negotiations, as well as other information, including news articles, press releases, client references, industry references, vendors and related sources, and any other sources. The determination as to the award of contract will be made based upon the evaluation of each of the following four key areas:

1. Annual Cost (Bus run and bus rider variables)
2. Performance History, Reputation, Financial Strength
3. Cost Containment & Service Efficiency Strategies (Proposer's strategies to reduce and/or contain costs over the length of the contract, including technologies)
4. Customer Service & Management Methodology (Proposer's management structure that will service MSD, methods for ensuring high quality customer service, and plan to maintain responsiveness/communication with MSD leadership).

Terms and Conditions of Proposal

The School Board of MSD reserves the right to:

- Reject any and all proposals
- Correct or waive irregularities in submitted proposals should it be deemed in the best interest of MSD to do so
- Seek clarifications from proposers related to proposals
- Request interviews with any proposers
- Negotiate any and/or all proposals
- Accept any submitted Proposal within 60 days of submission; Proposers cannot withdraw submitted proposals within this 60 day period without consent of MSD.

The School Board of MSD cannot assure proposers that:

- The present student population will remain stable; it may increase or decline
- A contract will be offered to any proposer, at any time.

Proposals shall provide a firm price for providing service, either in rate/bus/day, or in rate/mile. If the proposed rate is conditioned with an inflation protection mechanism (for example a fuel cost inflator to a proposed rate) the mechanism shall provide for an equal deflation mechanism.

Proposals shall be submitted to: Madison School District
c/o SAU #13 Business Office
881A Tamworth Road
Tamworth, NH 03886

Proposals shall be sent/delivered to the above address in a sealed envelope plainly marked "**Madison School District Transportation Proposal**". Proposals submitted by fax or email will not be accepted.

Proposals will be opened at 3:00 PM on Monday, May 1, 2017 at the SAU #13 Office. Proposals received after this time will be rejected.

Responsibilities of the Proposer

1. It is the Proposer's duty to understand this RFP, and the proposal which the Proposer submits. Proposer shall submit any questions concerning this RFP by e-mail to: cbates@sau13.org not later than April 24, 2017. Proposers must make known their intent to make a proposal by e-mailing the above address to assure that answers to questions are sent to them.
2. MSD agrees to make every effort to answer any questions concerning the RFP by responding to e-mailed questions. All proposers known to MSD will receive copies of MSD answers to questions.
3. Any misunderstanding is the responsibility of the Proposer; MSD has no obligation to correct, reject or question any portion of the proposal.
4. Proposers are requested to attend a Bidders' Conference which will be held at Madison Elementary School on Thursday, April 6, 2017 at 10:00 am.

Proposal Content

1. Executive Summary (1 page)
2. Company Overview
 - a. Experience with current or similar sized districts, communities or regions.
 - b. Experience in the industry.
3. Proposer's Student Transportation Plan for MSD.
Describe how the Proposer will provide service, including transportation management, dispatch, recruiting, fleet, and all related aspects of the service. Describe how the Proposer will provide the necessary driver and vehicle resources for daily transport, and that needed flex for delayed openings or early closures of all schools or for only selected schools, as required. Describe how the Proposer will maintain safe and orderly student conduct on the buses. Describe how the Proposer will provide for school-to-bus and bus-to-school communication during all student trips.
4. Implementation/Transition Plan
 - a. Manager duties
 - b. Driver recruiting and/or (current MSD) staff transition plan
 - c. Safety program
 - d. Routing and run packaging
 - e. Reporting (operational and customer service)
 - f. Proposal for acquiring or disposing of current MSD vehicles

- g. Vehicle list, complete with year, make, model and mileage of proposed vehicles under the contract (including transfer of current MSD vehicles).
- 5. Organization & Staff
 - a. Resumes or personal data of all personnel
 - b. Staff training/professional development program; compliance with statutory background checks and management of the drug tests program.
- 6. Transportation Service Quality & Methodology
 - a. How does the Proposer monitor and measure service quality?
 - b. When/how does the Proposer keep clients informed of service quality?
- 7. Cost Containment Strategies & Fiscal Responsibility
 - a. Proposer's strategies to reduce and/or contain costs over the length of the contract, including technologies
 - b. Reporting to MSD.
- 8. Customer Service & Responsiveness
 - a. Proposer's management structure that will service MSD
 - b. Methods for ensuring high quality customer service
 - c. Plan to maintain responsiveness/communication with MSD leadership team.
 - d. When/how does the Proposer keep MSD informed of service quality?
- 9. Performance History & Reputation
 - a. Proposer's references, history with like-sized districts
 - b. Ability to take on additional transportation workload from MSD.
- 10. Proof of Insurance – Proposer must demonstrate that it, if awarded the contract, it will be able to furnish a certificate of insurance showing insurance coverage as listed below with limits as shown:
 - a. General Liability: \$1,000,000 each occurrence / \$2,000,000 aggregate / \$20,000 medical
 - b. Commercial Auto: \$1,000,000 each person / \$1,000,000 property damage / \$1,000,000 un-(under-)insured driver
 - c. Umbrella coverage to provide for a total coverage of \$3,000,000 on any claim.
 - d. Worker's Compensation as required by law.
 - e. The proposer who wins the contract must list MSD as an "added named insured".

Note that the Contractor shall be responsible to maintain insurance adequate to protect itself from risks associated with performance of the contract, and the minimum insurance levels provided herein are not a representation of such adequacy.
- 11. Pricing
 - a. Provide total cost per day pricing for regular route transportation (based on rate/day/bus or rate/mile).
 - b. Provide total cost per day for small bus transportation (based on rate/day/bus or rate/mile).
 - c. Provide rate/mile and waiting cost/hour for activity trips.
 - d. Special Ed?
 - e. Extend pricing to an annual estimate based upon the projected number of buses or bus runs; this is for information purposes only, and the projections are not binding unless specified by the Proposer.
- 12. Good Faith Statement (attached hereto) completed and signed.

Other Terms and Conditions of the Final Contract

1. Hold Harmless

The Contractor shall defend, indemnify and hold harmless the MSD and its officers, 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 whomsoever, or damage to property any kind whomsoever owned (a "Claim"), 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.

2. Force Majeure

In the event Contractor is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes, or any other condition beyond the Contractor's reasonable control, MSD 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 MSD may deem appropriate until Contractor is able to resume operations, provided however, that the hold harmless indemnification clause herein shall not apply to the extent a Claim is attributable to MSD in the operation of student transportation vehicles. In this event, MSD 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 MSD in securing the services of such operating personnel. The Contractor shall not be released from contractual obligation because of the above-mentioned force majeure conditions until it is satisfactorily established that the nonperformance is not due to the fault or neglect of the Contractor. If neither MSD nor the Contractor operates the buses, the MSD is not obligated to make any payments. By way of clarification, labor issues involving Contractor's employees shall not be considered a force majeure event for which Contractor's performance under the Contract may be excused.

3. Dispute Resolution

Any dispute between the Parties arising out of or relating to the Contract shall be resolved in accordance with this paragraph. Either Party may give written notice of a dispute arising out of or related to this Contract to the other Party in person or by certified mail, return receipt requested. The Parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the noticed Party. If the dispute has not been resolved within thirty (30) days, either Party may serve written notice on the other Party of a request for non-binding mediation. The mediation shall be conducted in New Hampshire by a mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within sixty (60) days from the date of receipt of notice of a request for mediation. The Parties shall share the cost of the mediator, but each shall bear its own costs related to mediation. If the Parties are unable to resolve the dispute through mediation, then the dispute 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 the arbitrators and the arbitration process shall be shared equally between the Parties, but each shall bear its own costs related to arbitration.

4. Assignment of Contract

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

5. Funding

The parties recognize that revenue needed to fund this Contract must be approved by established budget procedures. The parties also recognize that the revenue received by MSD is sometimes affected by circumstances outside the control of MSD. This Contract and any renewals thereof, therefore, is entered into contingent upon the ability of MSD to fund the Contract.

6. Severability

Should any provision of the Contract between MSD and Contractor, or the application thereof, be held invalid or unenforceable, the remainder of the Contract and the application thereof, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

7. Disclosure of Independence and Relationship

Prior to the execution of any contract, the potential Contractor shall certify in writing to MSD that no relationship exists between the potential Contractor and MSD 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 of interest with respect to a Contract with MSD. MSD may waive this provision, in writing, if these relationships of the potential Contractor will not be adverse to the interests of MSD.

8. Independent Contractor

The Contractor shall perform services as an independent contractor, and shall have and maintain complete control over all of its employees, agents, and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of MSD.

9. Payment Terms

[e.g., invoices shall be submitted monthly and paid within 30 days of receipt]

10. Taxes

MSD 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.

11. Termination or Suspension of Contractor Services

a. MSD may terminate this Contract immediately in the event that the MSD board or superintendent reasonably concludes that Contractor's performance under the Contract has endangered the health, safety or welfare of MSD's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by MSD 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 MSD for the purposes of delivering notices under the Contract.

b. MSD may otherwise terminate this contract with Contractor, without cause, by giving 180 days written notice of termination to Contractor. Said notice to be delivered by either delivery of written notice of such termination to Contractor's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to

the address provided by Contractor to MSD for the purposes of delivering notices under this Contract.

c. MSD may terminate this Contract if MSD gives written notice to Contractor of its intent to terminate this Contract if Contractor is in default under the Contract for any of the reasons set forth below in this section and Contractor should fail within 30 days after receiving such notice from the MSD to remedy said default set forth in the notice from MSD. The following events shall be a default by Contractor and shall be subject to this 30 day notice requirement:

- Should Contractor be or become insolvent.
- Should Contractor make a general assignment for the benefit of creditors.
- Should Contractor file for protection under the bankruptcy laws of the United States.
- Should Contractor repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for MSD as set forth in this Contract.
- Should Contractor regularly fail to perform the transportation services required under this Contract in compliance with the required time schedule.
- Should Contractor regularly fail to comply with MSD transportation policies.
- Should Contractor willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of MSD, which are consistent with this Contract.
- Should Contractor commit any other material breach of this Contract.

d. In the event of termination under 11(a) or 11(c) herein, MSD, at its sole discretion, may elect to purchase from Contractor all or selected transportation vehicles then in use in the MSD. The purchase of vehicles under this provision shall be at the then current fair market value. MSD 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 notice of intent to terminate.

12. Equal Opportunity/Affirmative Action

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

13. 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.

14. Accident Reporting

In the event of an accident on a student trip:

- Contractor shall notify the MSD Superintendent or designee immediately by telephone of any vehicle accident or injury.

- The Contractor will provide to MSD 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.
- The Contractor will provide any additional information to MSD as required in District Policies and Procedures.
- 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 the report filed according to State law and regulations.

15. Daily Bus Log

Contractor shall have drivers complete a daily log for each bus. This log will serve as the basis for Contractor billing for service. The log shall be completed for each individual bus movement by date and route. The original shall remain on file at the transportation facility and be available for audit and review on request. Final form design is to be approved by the MSD and will include:

- Date
- Route #
- Vehicle #
- Capacity
- Driver Name
- Driver Sign On/Off
- Hours
- Odometer Readings
- Calculated Miles
- School or Location
- Trip #
- Starting Time
- Ending Time
- Trip Time
- # of Students
- Driver Signature

Proposers are asked to submit a sample form.

16. Bus Drivers

The Contractor shall be responsible for hiring and discharging personnel employed by the Contractor to perform its obligations under the Contract; provided, however, that MSD shall have the right to request Contractor to remove from service to MSD any employee who, in MSD's sole discretion, is deemed unsuitable for the performance of transportation services for MSD; and provided, further, that MSD shall make such request in writing, stating the reasons therefore (which may include a driver not meeting standards of good moral character), and that such request does not violate applicable local, state and federal laws and regulations.

Upon request by MSD, the Contractor shall provide information related to Contractor's bus drivers, including without limitation contact information, driving record, licensing, drug and alcohol testing, physicals, and background checks.

17. State Reports

Contractor shall prepare and submit all school bus transportation reports required by the State of NH, including driver and vehicle rosters. A copy of each report submitted shall be furnished to MSD.

18. Governing Law

The Contract shall be interpreted, governed, construed and enforced in accordance with the laws of the State of New Hampshire, without regard to any of its conflict of laws principles.

End of Request for Proposals

Madison School District Student Transportation Fleet

<u>Vehicle ID</u>	<u>Year/Make</u>	<u>Capacity</u>	<u>VIN</u>
Bus number 2	2017 Thomas	77 passenger	UZABRDT8HCJA5619
Bus number 3	2009 Thomas	72 passenger	4UZABRDJ29CAF2113
Bus number 4	2016 Thomas	72 passenger	UZABRDT4HCHL4902
Bus number 5	2012 Thomas	72 passenger	UZABRDT1CLBA0483
Bus number 14	2015 Chevrolet Minotaur (Wheel Chair lift bus)	21 Passenger	1GB3G3BG5F1271518

MADISON SCHOOL DISTRICT – SAU #13
STUDENT TRANSPORTATION SERVICES PROPOSAL
GOOD FAITH STATEMENT

To: Superintendent of Schools
881 A Tamworth Road
Tamworth, NH 03886

To Whom it May Concern:

The undersigned represents that its proposal for student transportation services is made in good faith, without fraud, collusion or connection of any kind with any other proposer for the same work; that he/she has informed himself/ herself fully in regard to the specifications provided in the Student Transportation Services Request for Proposals, dated _____, 2017, for the Madison School District, and has made his/her own examinations and estimates, and from them makes this proposal.

The undersigned understands that the School Board of the Madison School District reserves the right in its sole discretion to waive as an informality any irregularities contained in any proposal, to reject any and all proposals wholly or in part thereof, and/or accept any proposal or part thereof, to select a proposer whose proposal does not have the lowest cost, to call for re-bids, and to negotiate with any proposer, as the School Board determines to be in the best interest of the Madison School District

The undersigned certifies that the prices contained in this proposal have been arrived at independently without consultation, communication or agreement with any other proposer, and that the prices in the proposal have not been and will not be disclosed by the proposer, directly or indirectly, to any other proposer before opening of proposals or contract award unless otherwise required by law.

With the above understanding, the undersigned proposes to furnish to the Madison School District student transportation services and to comply in all respects with said specifications for the sum or sums provided in its proposal.

Company

Address

Name (printed)

Signature

Title

Date

