

**First**  **Student**

# Proposal to Furnish Student Transportation Services



May 27, 2011 – State of South Carolina

A yellow school bus with "FIRST STUDENT" written on its side. The bus is shown from a low angle, looking up at the windows and the text. A blue and yellow curved graphic element is positioned above the bus.

**FIRST STUDENT**

A Safer And Better Way To The School Day

## State of South Carolina

Due Date: May 27, 2011

RFI #11-02

Cover Letter

RFI Response

Company Profile and Corporate Capabilities

Safety Approach and Training Program

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Staffing and Personnel Plan

Recruiting and Retaining

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Sample RFP's

Roanoke

Walled Lake

Utica

Farmington

Gresham-Barlow



# Cover Letter





May 24, 2011

Mr. Joshua Baker  
Senior Policy Advisor  
Office of the Governor  
1205 Pendleton Street  
Columbia, SC 29201

Dear Mr. Baker:

First Student, Inc. is pleased to provide our response to your Request for Information for Student Transportation Services. Enclosed you will find our response, assembled by a team of professionals from throughout our company to provide you with comprehensive answers to your inquiries.

We applaud the state for taking this important first step towards addressing its school transportation challenges. Across the country, contracting provides the benefits of the competitive process in terms of cost, safety and customer service to forward thinking school leaders. We are highly confident that the decision to move toward contracting will be one which will deliver substantial long-term benefits to South Carolina's students, parents and districts.


First Student provides safe, reliable service to over 1,500 school districts, operating nearly 60,000 school buses and transporting over 6 million children each school day. As the largest and most experienced provider of student transportation services, First Student is uniquely capable of leveraging best practices and strategic partnerships to provide the highest level of value and service for our clients. Our superior purchasing power and economies of scale allow us to deliver excellent service at the very best value.

Highlights of our response include:

- Several methods for providing performance incentives
- Recommendations for pricing methodologies for various types of transportation
- Sample RFPs which can be used as boilerplate to help the state customize RFPs
- Information about First Student, including our capabilities and some process details that you may find useful to your research

We have enjoyed the process of responding to this proposal and look forward to additional review. We believe that through our position as industry leader we can be invaluable to your process. We stand ready to answer more questions or assist with any analysis as you move forward.

Sincerely,



Michael A. Ruth  
Vice President, Strategic Development

**For current information, please contact:**

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Director of Business Development  
**First Student, Inc.**  
6 Bruton Ct.  
Taylors, SC 29687  
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# RFI Response



## Structure of the Procurement

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- *What factors should the state take into consideration as it aggregates smaller districts together (for instance, population density)? Do you have suggestions as to how the boundaries should specifically be drawn between the individual lots? How would contracts be managed, if a single procurement activity resulted in contracts for several districts?*

After a thorough review of the information provided, we would advise against a “one size fits all” solution. Due to the variances throughout the state of South Carolina, the optimum system will undoubtedly need to accommodate the unique needs found throughout the state.

Aggregating smaller school districts for transportation delivery can provide significant costs savings. However, to optimize the return on such an initiative requires planning and consideration, including:

- Facility Lot Sizes – Space should be large enough to produce operating economies of scale and drive competitive pricing, while fostering the desired level of competition among various contractors
- Operating Between Adjacent Districts – Combining adjacent districts into one lot could facilitate additional cost reductions. Factors to be examined include:
  - Resource Requirements:  
Are there redundant resources between adjacent districts that can be eliminated or combined to drive savings?
  - Operating Efficiencies:  
Can transportation be delivered more efficiently across districts through reduced mileage and/or driver time?  
  
Can routes be tiered (using the same bus for multiple routes) through servicing between districts, reducing bus requirements?

Agreement amongst the districts to utilize the same calendar and partner with the contractor to establish concerted bell times would allow for the sharing of vehicles and provide additional savings.

Additional consideration needs to occur for students with special needs. It is important to consider schools that have special programs and the distance from the farthest points in which they serve. This ensures the desired ride time limits are not exceeded during given likely traffic conditions.

Evaluation of school districts for aggregation of buses into lots to optimize efficiency and costs savings across the state is a large and complex process. Done properly, there is potential to produce





significant dividends. We recommend that the state engage a firm with expertise in large-scale student transportation planning to determine the best approach to achieve the desired results

When deciding on an initial management structure, we recommend selecting a contract manager to oversee the bid process. This will help ensure a smooth process as well as provide a solid foundation since the contract manager will be a required position going forward. Various districts are encouraged to provide separate contracts, but agree on a single RFP and one vendor. This will ensure the districts' individual needs are met while realizing the highest level of cost savings.

- *If the privatization effort is to be phased-in over the course of two or more years, are there certain areas that should be priorities for transition, and if so, why?*

First Student recommends prioritizing a varied mix of locations to provide the state and districts an indication of outcomes (ie: cost savings, timeline, benchmarking standards, etc) should the entire state be privatized. Therefore an assortment of rural, suburban and urban districts from a wide geographical area throughout the state should be chosen to provide the opportunity to evaluate and prioritize next steps. Additionally, selecting from various district sizes will allow for the largest pool of responding contractors, ensuring the competitive bid process provides the state with the greatest financial benefit. We expect significant benefits resulting from contracting to extend to all areas; however each area presents unique challenges.

During the initial process, there are important advantages to allowing districts who have expressed an eagerness to privatize be given the chance to be among those first chosen. Contractors will need a willing partner to maximize success, especially early in this initiative. We would anticipate this group will include districts with retiring transportation leadership, districts whose leadership is facing immediate financial challenges, and districts with a reputation for being more progressive and solution-based with their approach. Regardless of why a district is eager to participate, we would suggest that some level of fiscal advantage be provided to the willing partners in the initial privatization phase.

- *Is there still time for contracts to be awarded that take effect in the 2011-12 school years? Do privatizations always take effect at the beginning of a school year?*

There is time for a contract award to take effect in the 2011-12 school year, but it is not recommended. Significant issues exist that need to be considered when making the transition to privatized operations. Many vendors will state they are capable of meeting almost any challenge and may encourage the outsourcing process to be rushed. However First Student believes South Carolina is looking for a long term systemic change that will produce a solid foundation for future



growth in the education system. It is important not to rush this process to ensure the best possible transition and obtain the desired results.

Start-ups are not tied to the school year and can occur at any point throughout the year. In fact, there are potential benefits to moving to a privatized model during the school year. The process of transitioning service is often simplified if the takeover occurs while the system is operating rather than during the hustle of activity that occurs at the beginning of each new school year.

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## Pricing Model

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- *The state's overarching goal for standard morning/afternoon regular route service is to minimize cost without subjecting students to one-way rides or more than one hour (90 minutes is the statutory limit). How should the state instruct respondents to price these services so as to achieve this goal? The state's current intention is to ask vendors to submit bids for each lot on a fixed per-student, per-month basis, because this would (1) reduce administrative/billing costs and (2) provide contractors with an ongoing incentive to reduce costs. Please comment on this approach, and feel free to offer alternatives.*

We would advise the district to avoid per-student pricing for regular home to school transportation. While it may appear that per student pricing would provide an incentive to the contractor to operate with fewer buses, our experience is that these types of models provide great uncertainty to the





contractors while bidding. This uncertainty will cause higher pricing to ensure all risks are covered. Instead, we recommend that school districts request bids on a per-route, per-day basis. From an administration standpoint this method is by far the most simple and is the industry standard. To provide an incentive to the contractor to behave in a manner that maximizes efficiency, some incentive should be provided whereby the contractor and district can mutually enjoy the benefits of reduced routes. One strategy would be to provide a baseline of expected routes and then devise a scenario whereby the contractor can share in the savings if routes are reduced significantly below the baseline.

For example, in the RFP it would be stated the historical number of routes was X. The district would agree to pay the contractor X number of routes times the number of school days times the bid rate. But to incentivize the contractor to save money, the district would agree that for the given year it would pay for at least 97% of the baseline routes at a minimum. Therefore, if the contractor could reduce the rates by more than the minimum of the baseline, it would be able to increase its profitability while the district would enjoy a 3% reduction in overall costs beyond the savings already received from contracting.

It should be understood that a contractor's pricing will reflect expected service levels. As service level requirements increase, so do costs. Listed below are some of the key elements that define student transportation service levels:

- Students transported (through attendance boundaries, transportation eligibility rules, walk zones and other parameters)
- Bus stop quantity and density
- Student ride times

In evaluating transportation programs – whether self-operated or contracted -- school districts should work to strike a balance between service levels and costs. For instance, when shorter ride time limits are imposed, operational flexibility is limited, requiring more vehicles to achieve service levels and causing costs to increase.

In addition, the unique characteristics of a service area impacts ride times – e.g. shorter ride times are more readily achieved in more densely populated areas – and must be considered in establishing service level requirements.

The state can impose requirements for maximum ride times or average ride times as part of this process, but must recognize that this will impact pricing.

- *How should the state instruct respondents to price other services, such as special needs transportation, summer school, non-state funded alternative programs (magnet or charter), activity buses, etc.?*



First Student's experience is that each of these categories are often priced using different methodologies:

- Since Special Needs transportation usually has the most variables, it is typically priced with a base rate with additional charges over a certain time period. There may also need to be a provision for districts sharing costs for the same route (usually as a percentage of students attending each district).
- Summer School, Mid-day Kindergarten, Shuttle runs and Magnet/Charter School Routes are typically broken out individually and bid on a per-route, per-day basis
- Activity or charter buses are typically bid on an hourly basis with a two hour minimum

## Operations

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- *What opportunities would existing employees be given to retain their current positions? How would they be evaluated? How often have incumbents been retained during similar transitions?*

It is First Student's practice to give preferential treatment to all eligible district employees that meet our employment requirements. This allows for a smooth transition and ensures retention of vital route and district knowledge and established student/driver relationships. This practice is common throughout the industry. It would not be desirable, economically feasible, or even possible to hire new employees for most positions in a student transportation operation. It is possible positions would be eliminated because of different staffing models and operating systems. A RFP can influence how the situation is handled by requiring minimum staffing requirements.

- *Similar contracts issued by other public-sector entities have contained reserve requirements obligating contractors to have additional buses available at all times; often this factor is set at ten percent of the number of buses that the contractor requires in order to fulfill its daily route service obligations under the contract. Is this an appropriate means for the state to assure that service will be provided, and if not, what alternate mechanism would you propose?*

Ten percent is the industry standard for a spare fleet, but there are good reasons to have either a lower or a higher spare factor depending on the situation.



The spare factor is designed to cover four major needs: 1) provide buses to replace those out of service for maintenance or because of physical damage; 2) provide buses to cover extracurricular and athletic transportation needs that conflict with normal home to school routes; 3) to provide coverage for buses that are not housed at a central dispatch and become unavailable without adequate notice. The quantity of a spare fleet is also influenced by the type of bus and how it is equipped. For example, a wheelchair-equipped bus route must have a spare wheelchair-equipped bus available.

A high average fleet age can require a greater number of spare vehicles. The spare requirement can be reduced by bringing the fleet age down over time. Therefore the absolute requirement for the spare factor will be highly dependent on the fleet age requirement language in the RFP and expectation to cover trips that conflict with routes.

A best management practice would be to have a fleet consisting of a mix of vehicle ages/years and a regular replacement schedule. To get to that point, South Carolina should utilize a program that includes buying new vehicles as well as providing older vehicles. Ideally a fleet should be evenly distributed over the expected vehicle type life. For example, if the life of a Type-C is 15 years, 1/15th of the fleet would be replaced annually.

Ultimately we would recommend the district require at least a 10% factor to ensure the contractors have an adequate fleet to cover the routes. However, it should not be the only service assurance. Additional incentives should be applied (as discussed elsewhere in this document) to motivate the contractor to provide more than a 10% spare factor if needed.

- *Depending on how school districts are organized into lots, certain contracts will apply to territories containing multiple maintenance facilities. How should the state evaluate opportunities to combine or eliminate facilities? How should maintenance and repair activities be performed and funded? Is there a realistic approach that would permit the state to divest itself of all its maintenance facilities?*

We typically see the following scenarios with school district bids:

- When states or school districts convert from self-operated to contracted transportation they often offer use of their existing facilities to their contractors. As the ownership cost of these facilities is usually already recognized by the district, this can be done at a nominal cost to the contractor. This allows the contractors' costs to more accurately reflect the districts' costs.
- If the state were to offer use of their existing facilities at market lease rates, then prospective contractors could opt to lease these facilities or secure their own. The lease costs will affect the overall price/cost of the contract. Facilities that meet all transportation needs for capacity and location requirements would continue to be





utilized on a leased basis, and any facilities not leased by contractors could be candidates for divestiture.

- This would help ensure that the most desirable facilities and locations are utilized in the delivery of transportation services.

The most important consideration when looking to combine facilities is the amount of additional travel required by drivers/mechanics for each potential facility. Each scenario will require an exercise unique to the individual circumstances where an analysis of costs and overall impact of each outcome would be considered. We recommend the facility information be included in the RFPs along with all route information to allow the responding contractors to create potential solutions. Expertise with routing software will allow operators to optimize the best possible solutions when considering potential outcomes.

We would advocate the district divest itself of its facilities outside of the effort to privatize its buses. Vendors will already be making large capital investments in vehicles, parts and people. We would recommend approaching a commercial real estate firm to either purchase or manage the facilities. This could create a substantial opportunity for the state to raise capital. Commercial real estate firms can ensure the state maximizes its value from these assets by acquiring tenants with long term leases.

- *South Carolina's Emergency Operations Plan calls for the use of state buses and drivers in the event of a hurricane-related evacuation. How can student transportation services be outsourced in such a way that the state could continue to incorporate school buses – even if privately-owned – into its plan?*

Common industry practice is to provide a requirement within the bid document (and subsequent contract) that the state shall have the right to assume control of the fleet once certain conditions are met (evacuation order, state of emergency, etc). The state will agree to assume responsibility for any vehicle damages and to reimburse the vendor for fuel, driver wages, mileage (at an agreed upon market rate) and other costs. This could also be covered through a legislative mandate, but the preferred method is to have terms and conditions agreed upon in the executed contract.

Choosing an experienced firm will not only ensure the vehicles are available during an evacuation, but also that the contractor is able to provide scalability after such a devastating event. In these instances, the displacement of students, drivers, and buses require an immense level of skill and resources to normalize. First Student can provide additional information regarding emergency planning and preparedness.



## Taking Advantage of the State's Legal Status

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- *The state purchases fuel in bulk and on a tax-advantaged basis, and would consider helping operators take advantage of these benefits, if that can be accomplished legally, practically, and without removing an operator's incentive to control fuel costs. What suggestions do you have for covering and controlling the costs of fuel?*

One option would be to have the state (or the district) continue to purchase the fuel to ensure all tax advantages are realized. If the contractors know that fuel is not part of their cost requirement it will be reflected in the bid pricing. We would highly recommend that a thorough process for tracking and auditing fuel use be developed immediately upon starting a contract.

A second option would be to outsource fuel management in order to attain additional benefits. These include, but are not limited to, federal tax credits, financial instruments for controlling fuel costs (bulk & retail), support/attainment of Federal Grants, and fuel consignment/payment term incentives while remaining cost neutral on taxes. In addition to an improved overall cost model for the state, incremental benefits could include improved infrastructure new bulk tank equipment, monitoring equipment, inspection responsibilities, and other fuel-related service enhancements.

- *The state asserts its sovereign immunity above damage limits specified in law (SC Code Title 59, Chapter 67, Article 5). The state covers the costs of insurance below these limits; county and district boards must fund this same coverage for the buses they own or which are operated by their contractors. How can the state help contractors control insurance costs?*

In the typical contracting scenario, all insurance burdens would become the responsibility of the chosen vendor. An important criterion of vendor selection should be insurability. The insurability will provide additional affirmation that the vendor has proper programs (safety and maintenance programs) and the necessary track record in operating safe transportation systems. For examples of required levels of expertise, please see the enclosed information about First Student's safety training and maintenance programs.

## Measuring and Promoting Program/Performance Improvement

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- *How can performance indicators be used as part of the overall operator compensation strategy, in order to create incentives to reduce costs and/or deliver outstanding service? What elements of an operator's compensation can/should be placed at-risk?*

A true partnership between public and private entities should share the responsibilities and the benefits of cost containment and reductions. One example would be in routing efficiencies. A recommended scenario is for any route reductions to have the fixed portion remain throughout the life of the contract to cover overheads, and the variable portion would be shared 50/50 in year one and scale back in increments until the end of the contract (i.e. 2<sup>nd</sup> year of savings is 40%, contractor 60% school district, 3<sup>rd</sup> year would then be 30/70% and so on until the district receives 100% of savings).

Another typical mechanism used is liquidated damages. Liquidated damages are a practice whereby the customer charges the vendor for an adverse event (late buses). It is common that these types of measures are written into a contract, but less common are they acted upon unless the adverse event becomes systemic. A barrier to their effective use is often the inability of school districts to keep accurate records of arrival times. It should be noted that most vendors will "price-in" the risk of liquidated damages especially for a new contract where they cannot be sure of all the variables which might be present once operating the system. Liquidated damages can become a barrier to a partnership if used solely for punitive purposes rather than as an incentive for corrective action. The structure of liquidated damages should be closely analyzed before inclusion in a bid. Effective use of these penalties typically involves processes for communication, corrective action, method of challenging the charges, and a defined "grace period" upon notification of adverse circumstances.

- *What performance measures and other standards of service would you propose for incorporation into the contract? How can these contracts be structured and/or administered in order to promote continuous quality improvement?*

There are many incentives that can be implemented to positively impact service quality. Some include safety incentives. Others involve incorporating bonuses to reduce ride time or reduce/manage the total controllable transportation costs. One method is to tie a portion of the annual increase to meeting certain performance criteria (accident reductions, on-time performance markers, principal survey results, etc.). Regardless of the method chosen, careful planning and communication between parties is required, and accurate measurement and tracking of criteria is necessary to make these incentives effective.

Among the advantages of contracting student transportation is increased control over all aspects of the service. The power to buy or not buy from a particular seller requires the service provider to





focus on those areas of maximum importance to the buyer and to resolve all service and economic issues to the client's satisfaction. Failure to continually improve and enhance the client's service and contain costs results in a more willing or capable provider replacing them.

### Eliminating Federal, State, and Local Obstacles

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- *What statutory, regulatory, and/or administrative changes would stimulate competition in the market for providing student transportation services? What changes to these rules would promote efforts to improve performance and/or control costs?*

It is imperative that the district conduct an accurate analysis of its costs when making the decision to contract. To ensure every cost is identified, we recommend that each factor of a transportation operation be accounted. Below are a few of the commonly omitted costs when a school district analyzes its own costs:

- Facility – this can include lease or rental fees, purchase of new equipment, lot maintenance and repair, utilities, etc.
- Payroll – districts may vary on which budget a job or role may fall under; for instance, a transportation manager may be on a separate budget than a mechanic or driver
- Benefits – Often districts will not fully analyze the true costs of providing benefits to all employees. Costs often missed are changes to the cost of benefits to other employees when removing a percentage of the employees and retirement contributions.
- Administration – Many costs of a transportation department can become part of larger general accounts such as office supplies, recruiting, software expense, etc.

We would recommend the state adopt a policy which provides complete detail on the methodology and reporting in regards to how the cost analysis is conducted. Ideally, a neutral third party would be used to conduct a forensic accounting exercise to assist the school district in understanding the true cost of its transportation system. We believe that any dollars spent producing this type of analysis would be recouped many times over through helping the district make sound decisions on their contracting practices.



# Company Profile and Corporate Capabilities



## Company Profile and History

### Leader in Student Transportation

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First Student, Inc. has provided student transportation services to schools and other customers for nearly a century. Our history of school bus service traces back to 1913. In this year, the Patchett Bus and Transportation Company had a bus designed by Ford Motor Company. Under the supervision of Mr. Patchett, this bus was designed and used to provide service for Newman Elementary students in California. Since those early days, First Student has grown to be North America's leading school bus transportation company, safely transporting over four million students to and from school every day.

Today, First Student serves more than 1,500 school systems in forty (40) states and eight (8) Canadian provinces. With our fleet of more than 60,000 school buses and over 68,000 employees, we provide these customers with personalized transportation solutions by leveraging our economies of scale, global resources and systems expertise. Our innovative solutions ensure that the students and the community receive the safest, most efficient and cost-effective student transportation services possible.



First Student's approach to business starts with our commitments to safety, operational excellence and customer service. This balanced approach keeps our focus on the benefits we provide to our customers, the ultimate of which is a safe and secure ride for students. Our services are delivered with professionalism and trust. We promise our customers that we will deliver. And, we deliver what we promise. Furthermore, our success is built upon a foundation and history of providing customers with what they expect – a safe, efficient and professional student transportation service. Our foundation is based on:

- **A Safety Culture** Safety is our core value. It is an integral part of First Student's culture and a way of life for our employees. Our safety approach focuses on the prevention of all injuries and collisions and is reinforced through participation and ownership at all levels. Our safety commitment promotes a safe, secure ride for students, positive parent and community goodwill, peace-of-mind and more.
- **Efficient Operations** Our operational capabilities are unsurpassed in the industry. We continually monitor, plan, and innovate our operations in order to help our customers meet their needs today and well into the future. This is applicable to all aspects of our operations to include driver training, dispatch, routing, purchasing, inventory management and



maintenance. Our commitment to operational excellence promotes financial benefits and efficient transition times for our school district partners.

- **A Customer and Community Focus** We provide students with easily accessible, friendly and personalized transportation service that ensures a great start to their school day. Our local teams are dedicated to providing district staff, parents and students with the level of service expected, forging a strong and successful partnership. For parents and students, our customer service commitment promotes a smooth transition from home to school and back again.

## Contact Information

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Name of Organization	First Student, Inc. 600 Vine Street, Suite 1400 Cincinnati, OH 45202
Parent Company	FirstGroup America, Inc.
Services Provided	Student Transportation Services
Contact	Paul Sheppard Director of Business Development First Student, Inc. 6 Bruton Ct. Taylors, SC 29687 Tel: 864-360-2279 Paul.Sheppard2@firstgroup.com

## FirstGroup plc. and FirstGroup America Inc.

First Student, Inc. is part of FirstGroup America, the North American operation of FirstGroup plc. FirstGroup plc is a \$10.6 billion global transportation company with a vision to transform travel by providing public transport services that are safe, reliable, high quality, personal and accessible. From high-speed passenger trains and public transit to fleet maintenance and mobile technology, FirstGroup employs more than 130,000 people worldwide, with more than 96,000 employees in our North American operation.

FirstGroup America is the leader in safe, reliable, sustainable transportation and is the largest provider of surface transportation services in North America. Our company owns and/or operates over 70,000 school and transit buses, and maintains many more vehicles in over 1,100 locations in the United States and Canada. In addition to First Student, FirstGroup America includes:

### First Transit, Inc.

First Transit is the largest public sector provider of transit services in North America, transporting over 160 million passengers each year. We provide fixed route operations, transit management services, paratransit and shuttle services (including city, employee and university shuttles), call center operations, bus line inspections, consulting and more.



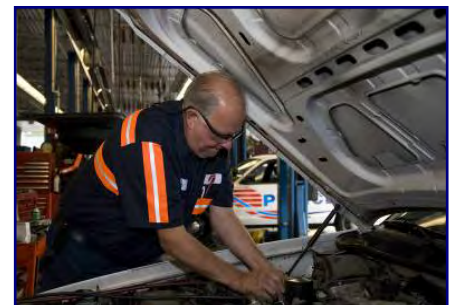
### Greyhound

Greyhound is the only provider of national scheduled inter-city bus services in North America, transporting over 22 million passengers each year, covering over 6.2 billion passenger miles. We serve over 3,800 locations, meeting the needs for regional and long distance travelers across the United States and Canada.



### First Vehicle Services

First Vehicle Services maintains over 55,000 vehicles and pieces of equipment throughout the US. Our fleet management and maintenance solutions assist public and private sector markets including regional transportation, food & beverage, petrochemical, utility and telecommunications companies.



## Corporate Capabilities

### Industry “Best Practices” and Key Strengths

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First Student, Inc. partners with school districts and communities to ensure students are transported safely to and from school each and every day. While our individual partnerships encompass many elements, they are all built on a solid foundation that includes:

- **Experience** – The most student transportation experience
- **Safety** - A safety record that is twice as safe as the industry average
- **Capability** – The resources and experience required to provide the level of service that the community needs and the students desire
- **Reliability** – The expertise to consistently perform to the highest standards
- **Flexibility** – The ability to respond quickly and effectively in every situation with a network of buses and systems that is unrivaled in the industry
- **Management** – On-site dedicated, experienced staff supported by our national network

### Our Commitment

First Student, Inc. is committed to ensuring that the clients we serve fulfill their goal to provide every student with the enjoyment of a full and enriching education. We understand our clients have unique needs, requirements and a vision of the service they endeavor to provide to their community. As their student transportation partner, we work to meet and exceed our customers’ expectations, helping them prepare for the future needs of their school and community.

We believe our reputation and record of performance in the industry clearly demonstrates our ability to meet our commitments. We deliver more than the elements written into our contract; we deliver a commitment to success, quality of service and peace of mind for our customers and their communities.

### Our Resources

Student transportation is a business that is dependent upon both people and equipment, with operating demands exclusive to the industry. First Student effectively manages these demands by providing our customers with a skilled and experienced, locally-based team supported by a network of seasoned transportation professionals. With more than 68,000 people operating a fleet in excess

of 60,000 buses, we leverage significant economies of scale, capital investment opportunities, operational experience and systems expertise.

In short, we leverage our network of resources and unsurpassed knowledge base to develop and implement the tools necessary to ensure our school districts have a world-class transportation system that is designed specifically for their unique transportation needs.

## Safety Culture

At First Student, we believe that providing safe, reliable transportation is the single most important commitment we can make to our clients and communities. Every school day, parents and administrators trust us to get over 5 million children to and from school safely on our buses. No passenger in the world is more treasured than the students we take to and from school everyday. In fact, our commitment to the students' safety and satisfaction is so important to us that we combine up-to-date, safe and reliable equipment with the most professional and skilled employees in the industry to ensure that our student passengers enjoy the safest ride possible.

## Employees

Outstanding performance requires employees who are willing to go that extra mile each and every day. As a service-oriented company, First Student is committed to recruiting, retaining and rewarding the most dedicated and professional employees in the industry. We expect our employees to be courteous, knowledgeable and professional. In return, we provide incentives and rewards that reflect the pride they take in their jobs.



This willingness to go the extra mile is demonstrated in our special needs programs. Our drivers recognize that transporting children with disabilities requires an appreciation for their special needs. These dedicated employees regularly attend sensitivity training sessions where they discuss a variety of topics designed to help them meet the individual needs of their passengers. Such compassion has earned First Student a reputation for having the best and the brightest employees in the school transportation industry. It's this type of outstanding service that our partners count on every day.

## Driver Selection

Recruiting qualified, talented and responsible drivers is a critical element in providing the safest possible student transportation. Ultimately, a top quality workforce improves safety performance.

Because the safety of our passengers is our top priority, we have developed a system designed to recruit and retain the best possible drivers. We identify top quality school bus attendants and drivers



whose experience and history mirror the selection criteria we have developed through our years of service. The result is a safety and customer service oriented staff of highly qualified drivers.

## Training

First Student's reputation for providing the industry's safest transportation was built on our dedication to teamwork and continuous training. We have comprehensive safety training programs for each link in the student transportation chain. When we partner with a client, our goal is to ensure that everyone involved in student transportation is clearly focused on safety. We keep drivers, dispatchers, mechanics, supervisors, school administrators, teachers, students and parents focused, informed and trained on safety.

## Student/Parent Awareness Programs

First Student understands that having the most competent, highly trained drivers behind the wheel of the safest, best maintained school buses is not the complete answer to safety. There are many other components to providing the safest transportation possible. It is essential that students and their parents understand their responsibility regarding important safety procedures both on and off the bus.

## Safety Equipment

With our enhancements and state-of-the art technology, we provide our partners with the safest, most reliable equipment available in the transportation industry. Our school partners enjoy our updated school buses, enhanced service and safety features, including:

- **Child Check-Mate System:** A safety device installed by First Student that helps school bus drivers locate sleeping children on an empty bus.
- **Placard Policy:** Our "empty" placard also helps ensure no child is left alone on an empty school bus.
- **Crossing Control Arms:** The crossing control arm is standard equipment on most First Student buses, unless prohibited by state regulations.
- **Two-Way Radios:** Radios on all buses allow us to better serve the needs of students and parents.

## Operations

From state-of-the-art route management and vehicle maintenance to driver training and special needs capabilities, First Student's sophisticated operations provide our customers with all the resources they need to design, operate and manage successful transportation systems.

With our diverse capabilities we can reduce, and in many cases eliminate, the day-to-day responsibilities of managing and operating a school transportation program for our school partners.

*First Student enables educators to do what they do best: **educate children.***

At First Student, performance means:

- Providing dependable service
- Being efficient and effective
- Safely delivering what we promise on time and on budget
- Doing whatever it takes to fulfill the needs of our school partners.

By that definition, our performance is unmatched in the student transportation industry. With superior maintenance, quality equipment and dedicated employees, we are unequalled in providing quality services.

## Maintenance

We have all the resources necessary to serve the maintenance needs of our customers. At First Student, delivering outstanding performance means exceeding industry standards. This is reflected in our maintenance capabilities and programs to ensure that a school partner has the safest and most efficient bus fleet.



## Equipment

First Student has the largest and most rigorously maintained school bus fleet in North America. Our mission to safely transport students to and from school is only accomplished with safe, reliable and effectively-maintained equipment. That is why our equipment and bus maintenance programs are, by design, the most stringent and innovative in the industry.

We take a comprehensive and systematic approach to purchasing and maintaining our buses and equipment. Our size and unmatched buying power allows us to capitalize on bulk purchase opportunities for buses, replacement parts, insurance and more. We purchase high quality parts and equipment for significantly less and these savings are reflected in our pricing to you, our customer.

Additionally, because we follow such exacting equipment and purchasing standards, our customers realize enhanced cost savings. Our specifications and requirements are aligned with OSHA, federal, state and municipal regulations and typically exceed industry standards, resulting in increased reliability, longer vehicle lifecycles and greater customer satisfaction.

## Routing Expertise

First Student's unrivaled combination of technical expertise and school transportation knowledge means we can provide you with efficiencies in routing, design, planning, and software packages.

## Environmental Management

First Student believes that effective environmental management goes hand in hand with operations. When a school partners with us, we consider ourselves to be part of the community. As such, we feel it is our responsibility to help maintain the environment of each and every community we serve. That's why we are fully committed to complying with all federal, state and local requirements for environmental regulations and procedures.

## A Partner

First Student, Inc. is committed to partnering with the school districts and communities that we serve to ensure their success. When selected as a transportation provider, First Student works to consistently meet or surpass the needs and requirements of the students, parents, administration, and our employees.

# Safety Approach and Training





## Our Safety Approach

### Safety is Our Guiding Core Value

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Safety is an integral part of First Student's culture and a way of life for our employees. Our safety approach focuses on the prevention of all injuries, collisions and is reinforced through participation and ownership at all levels.

#### Our Safety Approach Promotes:

- **A safe secure ride for students.** This is every employee's chief focus, every day. No compromise.
- **A superior quality of service and increased productivity.** Safety and quality go hand in hand.
- **Positive parent and community goodwill.** School buses are a visible point of contact within the community. First Student's award winning safety record and courteous transportation service yields positive community goodwill.
- **More time for education issues.** Time once spent on transportation related issues are cleared, allowing district leadership to focus more time on education related issues.
- **Peace of mind.** Everyone enjoys freedom from worry knowing all students are safe and secure on their daily trips with our highly qualified staff and commitment to customer service.

### FirstGroup Safety Award

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Our parent company, FirstGroup America, was awarded the National Safety Council's 2009 Green Cross for Safety Medal. This is the highest award for safety in North America.

The National Safety Council (NSC) is a non-profit organization that serves as the nation's leading resource on industry trends, professional development and strategies for advancing safety and health programs and practices. The NSC is dedicated to keeping people safe by preventing injuries and death through leadership, research, education and advocacy. Each year the NSC awards the Green Cross for Safety Medal to an organization that demonstrates a steadfast commitment to improving safety and health in the workplace, its community and through safety leadership demonstrated by its CEO.



## Corporate Safety Commitment

Ensuring the safety of our passengers and employees is First Student’s moral obligation and core value. We invest our time and money creating and implementing effective safety training programs, materials, tools and incentives.

Our fully committed, safety-conscious organization would not exist without the dedication of each and every employee, from our CEO to our drivers and mechanics.

*“If you cannot do it safely, don’t do it!”*

This is the primary message throughout our entire organization. Our culture empowers everyone to work safely at all times, to stop immediately if they feel a safety issue exists and to report it so solutions to correct the problem or issue may be implemented.

To support this safety culture, we combine up-to-date, safe and reliable equipment with the most professional and skilled employees in the industry who participate in monthly in-service refresher training. All of these components work together to ensure our student transportation is as safe as it can be.

*“We are committed to safety, not because we ought to be, but because we want to be.”*

**Linda Burtwistle**

President, First Student Inc.



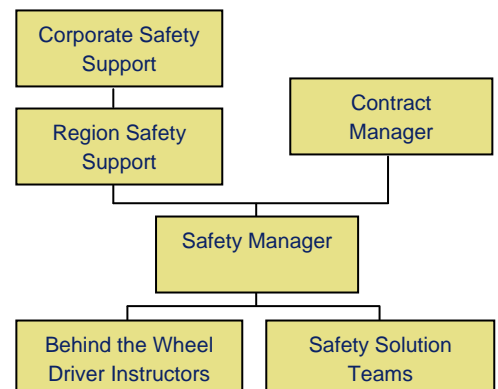
## Our Safety Organization

Our customers gain an entire Safety Organization when they partner with First Student, purposely designed to ensure students enjoy the safest, most reliable bus ride every day.

### Safety Managers

Our Safety Manager is responsible for assisting local management. Their responsibilities include:

- Providing individualized driver assessment and training
- Supervising our Behind-The-Wheel Instructors



- Conducting regular safety meetings and classroom training
- Auditing and maintaining safety practices in the workplace

## Behind-the-Wheel (BTW) Instructors

BTW instructors conduct training and assessments in driving skills for all drivers.

## Safety Solution Teams

Each district has a Safety Solution Team, led by the Safety Manager, which meets monthly. The Safety Solution Teams are comprised primarily of drivers who participate on a voluntary, rotating basis. These teams examine daily practices, unsafe behaviors and collision and injury reports. The teams then recommend suggestions to eliminate unsafe actions and conditions in the workplace. Their scrutiny includes offices, facilities, grounds, parking lots, school driveways and routes. The team's suggestions are taken very seriously, as management must formally respond to all suggestions. In many cases, we publicize and reward teams for their best ideas.

**Our Safety Solution Teams across the country have implemented proactive changes like devising methods to eliminate slippery walkways, filling potholes and other potential tripping hazards and implementing bus parking methods to eliminate yard accidents. For the more complicated cases they have arranged meetings with school personnel, public works and DOT officials to eliminate serious route hazards including dangerous intersections, improperly trimmed trees, etc.**

## Corporate Safety Support

First Student's corporate safety team provides additional support and expertise to our district locations. This includes hiring and training, ensuring compliance with all OSHA, DOT and EPA standards, drug and alcohol testing, claims administration and management assistance.

## Safety Awareness and Accident Prevention Programs

First Student built its reputation for providing the industry's safest transportation through teamwork. When we partner with a school district, we work to ensure everyone involved in student transportation—drivers, attendants, dispatchers, mechanics, supervisors, school administrators, teachers, students, and parents - is clearly focused on safety.

We provide awareness and prevention programs for each link in the student transportation chain.

### Student, Parent, Community Awareness Campaigns Include:

- **First Student's 'Rules of School Bus Safety'** - Classroom programs for both younger and older students
- **Back-to-school safety awareness** - Newsletters and releases for parents, students and motorists discussing safety on and around the school bus
- **Safe Driving Campaigns** - Campaigns administered with the support of local and state police to remind drivers to respect stop-arm laws
- **Public safety awareness campaigns** - Campaigns tied to National School Bus Safety Week
- **Operation Lifesaver** - Safety program for area railroad crossings

**Safety Recipe:**  
Having the most competent, highly trained driver behind the wheel of the safest, best maintained vehicle is not the complete recipe for safety.

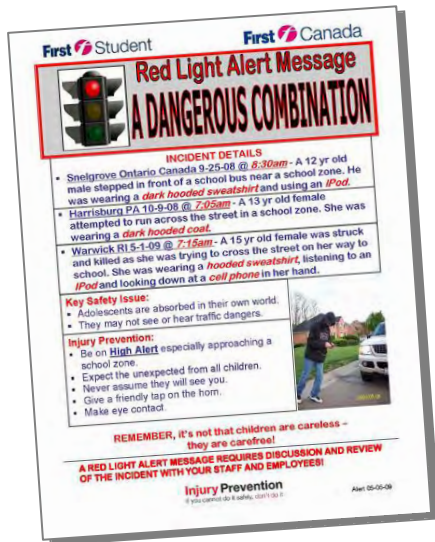
It is essential that students and parents understand their responsibility to follow the safety procedures both on and off the bus.

### Employee Awareness Programs include:

- **Injury Prevention** - An ongoing employee safety awareness and injury prevention program based upon our ten Injury Prevention principles. Awareness is constantly reinforced throughout the year with 'active caring' safety







conversations. All employees receive Injury Prevention training and a handbook to engage them actively in the process. Safety awareness wrist bands are used to remind employees to be safe.

- Red Light Alerts** - These posters are displayed at each location, warning drivers to be on the alert. Red Light Alerts are sent out to all locations in response to trends or patterns we find in near misses and/or school bus incidents we've become aware of – including those that do not involve First Student. These alerts are produced by our corporate safety team and are reviewed and discussed with all staff. These alerts should be posted in employee common areas and on bulletin boards, copied and distributed to all drivers and used as a topic in 'safety conversations'. We believe in learning from everyone's experiences and improving our safety operations as a result.

- Safety 24/7 is Off the Job** – A program teaching employees how to stay safe and keep their families safe while off the job. We created this program in partnership with the National Safety Council whose data shows that 91% of fatal accidents in the U.S. and 69% of non-fatal injuries occur off the job. Employees are eight times more likely to be killed on their own personal time than on the job and are twice as likely to suffer injury away from the workplace. First Student created this program because we believe it is only right and responsible to educate and encourage our employees to be fully aware for themselves and their loved ones, on and off the job



- Safety Solution Teams** – Employee teams working with school district personnel and public safety officials to eliminate extreme hazards, change routes, etc.

## Student Passenger Safety and Behavior Management

Having worked with educators for decades from all areas of the United States and Canada, we know that managing student behavior is a critical factor in maintaining an effective learning environment. To students, parents and faculty, the bus is an extension of the school and the classroom. Effective student behavior management is therefore an integral component in any safe school bus operation.

At First Student, we do more than just abide by the bus passenger discipline rules and regulations established by our school district partners. We also administer in-service student management training programs to ensure the district's needs are fulfilled.

## First Student's Student Behavior Management Program

First Student has developed a comprehensive program designed to manage student behavior on the bus. The program can be implemented for any of our school district partners. Overall program success is greatest when drivers, management and school officials work together as a team. This results in a cohesive, consistent approach while minimizing student non-compliance issues.

The program requires all drivers to participate in passenger management training each year before school startup and as required during the academic year. New drivers are trained as part of their initial driver training and in subsequent years thereafter.

Our training goes beyond basic discipline to include elements that encourage positive behavior. Training includes:

- Age and ability based methods of recognizing and responding to behaviors
- Interacting and communicating with students
- Understanding psychological factors that influence student behaviors from K-12. This level of training is broken into several sections
  - Being a role model
  - Handling an argument with positive results
  - Recognizing positive behavior
  - Being fair and consistent
- Intensive driver training addressing a wide range of disruptions
- Complying with ADA Regulations
- The right to safe passage for all students on the bus
- Driver authority and support to immediately stop unsafe situations
- Methods for dealing with more dangerous situations, including special radio codes, bus patrols, and community action teams involving police, where necessary



## First Student's Student Behavior Discipline Process

No matter how much emphasis is placed on recognizing and rewarding positive behavior, there may be times when further disciplinary action must be considered. Bus drivers are responsible for

maintaining discipline on board the bus and when necessary, they will report all infractions to First Student Management, who will then notify the district according to district policies. To implement the most effective student behavior discipline, drivers and school personnel must work together as a team.

## Team roles include:

**Drivers:** All drivers must report breaches of discipline using our progressive four-step format. They are also required to complete an incident report which is then reviewed by the contract manager.

**School personnel:** We look to school personnel to support First Student's actions and to involve parents and school supervisors when necessary. With the support of, and adoption by the school district and/or governing board, our basic program uses a formal Bus Conduct Report with four progressive discipline steps:

- First Warning: A documented, verbal warning to the student
- Second Warning: A written warning and a request that school personnel notify the parents
- Third Warning: A second written warning and recommendation that the student's bus privileges be suspended until school personnel meet with the parents
- Fourth Warning: A final written warning with a recommendation that the student be permanently suspended from riding the bus

Working together as a team, the drivers, management and school personnel will stay informed, involved and in sync with each other. This teamwork ensures a successful program rollout and operation.

## Student Passenger Safety and Equipment

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### Newer, Updated and Reliable Buses = Safer Buses

First Student sets the industry standard in terms of safety while operating the largest and most modern bus fleet in North America. Newer, updated and reliable school buses allow First Student to provide superior customer service, as well as deliver students to school safely every day. Today, First Student's school buses offer more safety features than buses did even a few years ago. The latest state-of-the-art technology and safety enhancements allow



First Student to have the most reliable and safest equipment available in the transportation industry. Some of these features include:

### *Child Left Unattended Prevention: Child Check-Mate, Theft-Mate and Window Placard*

Child Check-Mate is an automatic alarm system that reduces the likelihood of a student left unattended on a bus. With this newly developed safety device, all First Student drivers are trained to walk to the back of the bus each time they complete a run, search seats and the floor as they determine whether or not any students are still on the bus before deactivating the Child Check-Mate alarm. If the driver does not walk to the back of the bus and deactivate the alarm, the alarm will sound as soon as the ignition key is switched off. The bus horn will honk and the lights will flash until the driver returns to the bus, walks to the back and deactivates the alarm, signaling that no students remain on the bus. The system First Student uses includes an additional component; Theft-Mate.

Theft-Mate is a motion detection, alarm activation device with a voice messaging system that directs a student left unattended to *“Please sit down, someone will be here shortly.”* The Theft-Mate component significantly improves the security of the school bus by detecting and deterring unauthorized entry.

After the driver moves to the back of the bus, checking for any remaining students and deactivating the Child Check-Mate system, they also must place a placard marked “empty” in the rear window. This helps ensure no child is left unattended on an empty First Student vehicle.

### *Crossing Control Arms*

The crossing control arm is standard equipment on most First Student buses, unless prohibited by state regulations. Mounted on the front bumper, directly in front of the wheel on the door side of the bus, the flexible crossing arm extends in loading and unloading areas to remind children to walk twelve feet in front of the bus before crossing. It serves as a visible reminder to children and adults that eye contact with the driver is required when crossing in front of a school bus and that children must stay out of the “Danger Zone” that surrounds the bus.

### *Two-Way Radios*

First Student uses two-way radios on all buses. These radios allow drivers to communicate with each other and the bus terminal, enabling them to better serve the needs of students, parents, and school personnel.

### *Infection-Free Buses for Infectious Disease Prevention: (H1N1 virus, MRSA etc.)*

First Student has developed procedures for locations where diagnosed cases of infectious diseases have been confirmed among the student population. Once identified, any and all



buses that may have been infected will undergo the prescribed thorough cleansing and disinfecting procedures before being placed back in service.

## Facility Safety

All employees are trained on specific facility procedures they should take to provide for their safety and health during disaster or emergency situations. Being prepared and knowledgeable can reduce fear, anxiety and losses that potentially accompany disasters. Employees should know what to do in an event of an emergency situation, e.g. where to seek shelter during a tornado, where to meet after an evacuation is announced. Additionally, we assess and prepare for unique local/state requirements or geographic issues related to potential exposure to a natural disaster or technical hazard (chemical, nuclear plant, fuel storage facility) that may call for emergency procedures that exceed our existing standards.

Our facilities safety planning is an organized effort to protect from, prepare for, respond to, and recover from an emergency. These six key components are:

1. Emergency Action Plan
2. Natural Disasters
3. Bomb Threats
4. Hazardous Materials Release
5. Medical Emergencies
6. Fire Prevention and Protection

### First Student's facility safety practices help us:

- Reduce the risk of accidents, hazardous materials spills and resulting injuries and/or contamination.
- Increase employee and customer awareness of potential hazards involving chemicals and traffic.
- Improve traffic flow and fueling procedures.
- Reduce the likelihood of physical damage, cleanup costs and any resulting fines and penalties.

## First Student Driver Qualifications and Training

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Passenger safety is a district's single, most important commitment – and ours as well. That is why our driver hiring qualifications and training are the most rigorous in the industry – even going beyond state requirements.

Hiring the right people and then developing, coaching and motivating them is a continuous practice at First Student. We screen candidates thoroughly and use the most effective, up-to-date training techniques available in the United States and Canada.

Once hired, we differentiate our training for drivers and attendants based upon their experience, the needs of their particular passengers, and any geographic or location specific issues or risk factors.

The following sections outline our hiring qualifications, training, evaluation and corrective measure practices.

### Driver and Attendant Qualifications

**Motor Vehicle Report (MVR) Review:** First Student requires the Contract Manager or designee to order and review a Motor Vehicle Report annually for all drivers. New violations or collisions are reviewed for non-compliance of any company or school district regulation. Each driver must then complete, sign and date a Certificate of Violations, listing all moving traffic violations and collisions within the past twelve months.

### Annual Behind-The-Wheel Performance Evaluation:

First Student drivers are evaluated by our Behind-The-Wheel (BTW) Driver Instructors once a year. If possible, we will increase this evaluation to twice per year. Drivers must receive a satisfactory rating in all areas of the evaluation. If a driver earns a “needs improvement” rating in any area he/she will participate in enhancement training within 30 days of the evaluation. Enhancement training is conducted immediately if a driver’s overall performance earns an “unsatisfactory” rating. When necessary, a driver will be removed from active job functions until training is completed and a satisfactory evaluation is achieved.



# SAFETY APPROACH AND TRAINING PROGRAM



**General Qualifications:** Our base eligibility requirements for school bus drivers and non-drivers includes employment and residency verification, criminal background checks, drug screenings and physical dexterity testing. Driving history is required for our driver applicants only.

<b>Employment &amp; Residency History</b>	Employment history verification for prior 10 years
	Residency history verification for prior 7 years
<b>Driving History Check</b>	Must be 21 years of age or older
	Must possess a valid driver's license in state of residency
	Must have three years of licensed driving experience
	No more than 2 moving violations or 2 minor accidents (or a combination of these), or a severe preventable accident in past 2 years
<b>Criminal Background Check includes</b>	No felony convictions
	No offense which resulted in imprisonment or correctional detention (in compliance with individual state laws)
	No convictions for DUI or DWI within past 15 years
	No criminal convictions involving child abuse, neglect or endangerment, possession or distribution of illegal substances, use or possession of weapons, violence or sex-related offenses, obstruction of justice, false reporting or false information.
<b>Illegal Substances Exam</b>	No positive result or refusal of a pre or post employment drug/alcohol test
<b>Physical Dexterity Exam</b>	Qualified applicants must be able to pass a U.S. Department of Transportation physical exam (driving positions only) and a First Student Physical Dexterity Performance Test (drivers and attendants) which tests for ability to operate bus controls, open emergency exits and carry or drag an incapacitated child out of the bus to safety.

## First Student Driver Training

Our driver training program is unmatched in the industry. This chart lists the subjects covered in our classroom and Behind-The-Wheel (BTW) instruction.

### New Drivers

New drivers must participate in our comprehensive new driver training program, consisting of three components:

- Preparation for the Commercial Driver License (CDL) exam
- Twenty-five (25) hrs (minimum) of classroom instruction
- Fifteen (15) hrs of BTW instruction

### Experienced Drivers

Experienced drivers who are new to First Student are required to participate in a minimum of fifteen (15) hours of instruction, including:

- Ten (10) hrs of classroom instruction (minimum)
- Five (5) hrs of BTW instruction (minimum)

### The Classroom Component

Our instructors lead the group through detailed instruction and a series of interactive videos on each topic.

### Behind-the-Wheel Component

As the name implies, our BTW training provides real world instruction, driver skill enhancement and a means for evaluation.

Training Instruction for First Student Drivers	Classroom Instruction	Behind the Wheel Instruction
First injury prevention principles & injury prevention	X	
Passenger injury prevention	X	
Cell Phone Prohibition	X	
Pedestrian visibility & movement on company property	X	X
"Rock & Roll" vision obstruction, blind spots & body design	X	X
Mirror station - field of vision, Rosco mirrors	X	X
Passenger loading and unloading	X	X
Sleeping child / passenger protection procedures	X	X
I Care, I Search	X	
Child Check-Mate and Theft-Mate inspection	X	X
Know Your Route - route practice and school familiarization	X	X
<b>Smith System Advanced Driving Techniques</b>		
The Driver's E.D.G.E.	X	
Intersection Driving - "among the most dangerous places on earth"	X	X
"The Critical Point" - Part 1, Five Keys	X	
Reference point driving	X	X
Driving fundamentals - right of way	X	X
First Student right turn on red prohibition	X	
You and your bus, a perfect fit		X
Merging		X
Radio procedures		X
Highway driving		X
Vehicle Backing Maneuvers	X	X
Brake training	X	
Railroad crossing procedure	X	X
Vehicle fueling	X	X
Pre-trip and post-trip inspections	X	X
Electronic Vehicle Inspection Reporting	X	X
Facility familiarity	X	
<b>Emergency Procedures</b>		
Emergency equipment	X	X
Bus evacuation and conducting drills	X	X
Breakdown procedures	X	X
Collision procedures	X	X
Student management and referral process	X	
Introduction to special needs	X	
DOT Physical and Performance Dexterity Test (PPDT) #7		X

## Training Drivers and Attendants for Special Needs Students

First Student meets or exceeds all federal and state laws and regulations regarding the transportation of children with disabilities and special needs. Our drivers and attendants are required to complete training for all matters related to transporting children with special needs including their special equipment. We conduct numerous special needs education programs, utilizing workshops, video presentations, driver manuals and on-the-job training. Our drivers and attendants assigned to special needs students are able to recognize and respond to passengers who display a variety of physical and emotional conditions.



All First Student drivers, attendants and other employees who work with students with disabilities and/or special needs are trained annually in the key elements of transporting these students, including, but not limited to:

- Inclusion
- Characteristics of Disabilities
- Sensitivity
- Laws and liabilities involved in transporting special needs children
- Student Behavior Management
- Dealing with parents' unique responsibilities
- Vehicle operation, including wheelchair lift operation

### Additional Attendant Training

Attendants receive 6 hours of pre-service training and 6.5 additional hours of in-service training each school year, including but not limited to:

- **Understanding Children with Special Needs:** IDEA and Regulations, Sensitivity, Extreme Behaviors and Types of Disabilities, Confidentiality
- **Passenger loading and unloading:** Wheelchair Lift Operation, Wheelchair Securement
- **Emergencies:** Written Evacuation Plans



## Driving Under Adverse Weather Conditions

During the course of a school year, drivers will face a variety of hazardous conditions that will demand alert and skillful action. Dangerous conditions that drivers could potentially face include ice, snow, mud and fog.

A vehicle cannot be operated safely and efficiently at a high rate of speed when any of these conditions prevail.



### Conditions of Streets and Highways

Drivers will be driving the same route twice a day during the school year and will become thoroughly acquainted with the route. However, conditions can certainly change rapidly. Such conditions could include the following:

- Potholes that develop overnight
- Road grade washing away
- Soft shoulder
- Railroad crossing
- Loose gravel
- Slick spots that develop through accumulations of snow and ice or oil deposits

Each day, road conditions are different and drivers must be on the alert to detect these changes before it is too late. Drivers must adjust their driving due to the road conditions.

### Adjusting Driving to Poor Road Conditions

Rain, snow, sleet, fog or icy pavements have never been the cause of an accident. Accidents are caused by drivers who do not adjust their driving to meet these conditions. Our drivers are taught to compensate for the mistakes of less professional drivers who fail to drive safely on extremely slippery surfaces. Professional drivers:

- Reduce the speed of bus
- Watch side roads closely for entering traffic
- Are aware of patches of wet leaves and smooth blacktop surfaces

## Severe Thunderstorms or Tornadoes

### Procedures Prior to Emergency

If severe weather disturbances are possible close to school dismissal time, consideration might be given, in cooperation with school administrators, to retaining students in safe areas at school or other nearby buildings until the weather threat has diminished.

The National Weather Service will issue a Tornado Watch when the possibility of a tornado exists and a Tornado Warning when a tornado has been spotted or indicated on radar.

*School bus drivers should:*

- Be regularly drilled in tornado procedures and should be thoroughly familiar with all roads along regular routes in the event that they would need to seek shelter.
- Determine any buildings, homes with basements, hills, culverts, ditches or other places along routes where children might be evacuated and provided safety.
- Discuss the procedures you expect students to follow under tornado emergencies.

All of the above procedures should be developed in cooperation with school officials, realizing that the ultimate decision will, by necessity, be based on the driver's sound judgment.

### Procedures during Emergency - Bus Driver's Judgment

- Never try to outrun a tornado. No one can predict the path of a tornado. Tornadoes can skip from one area to another.
- If a school bus is caught in the open when a tornado is approaching, the students should be evacuated from the bus and escorted to a nearby ditch, ravine, building, home basement, or place which might provide more protection than the bus. If they go to a ditch or ravine, they should be made to lie face down with hands over their heads. They should be far enough away from the bus so the bus cannot topple on them.
- Remember tornadoes are only one of a thunderstorm's killer elements. Lightning is a major killer, heavy rains cause flash floods, very strong winds can cause major damage, and large hail can be dangerous.

### Procedures after Emergency

- Listen to a radio for the "all clear" signal before leaving a shelter. There may be several tornadoes in the driver's area.
- Drivers are trained to check for injuries and seek medical aid if necessary
- After the emergency drivers are trained to be extremely cautious and alert for weakened structures, trees. Power lines and other storm damage which may impede travel or constitute a hazard for students.

## Winter Weather School Emergency Closing

Inclement weather or other emergencies may require the temporary cancellation of transportation services, cause delays, or changes due to the nature of the emergency. In the event of the need for a cancellation or delay First Student's Terminal manager contacts the Board Superintendent/designee to make a recommendation for the action to cancel or delay programs. The final decision rests with the Board Superintendent or his/her designee. In the case of delays or cancellations in the early morning hours, our designated supervisor shall contact the Board Superintendent or his/her designee at a pre-arranged time with a road condition report and await the Superintendent's/designee's directive to cancel or delay transportation services.

## Refresher In-service Training

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In addition to state driver training requirements, all First Student drivers participate in our annual back-to-school kick-off training, as well as our monthly "refresher" training. Refresher training is taught by certified driver instructors and broken into ten, hour-long "in-service" training sessions throughout the school year. Our numerous refresher training and awareness programs include:

- Passenger Management
- Bus Evacuation
- Loading and Unloading Procedures
- Responding to Emergency Situations
- Transporting Students with Special Needs
- Railroad Risk Assessment
- Intersection Risk Assessment
- Smith System Driver Training



## Collision, Injury and Child Left Unattended Review Process

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First Student transports millions of students daily and takes every precaution to prevent accidents. In the event an accident occurs, we conduct a thorough "root cause analysis" to determine the corrective measures that will be taken to prevent similar incidences from occurring. Every accident is investigated and reviewed at the location level with criteria outlined in First Student's guidelines and based on National Safety Council rules. Corrective measures include, but are not limited to re-evaluation, written warning, retraining, suspension and termination with cause.

# Technology and Routing Expertise



## Technology

### Leader in Technology Investment

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First Student leads the industry in technology investments. We continually research new technologies and services to better improve the safety and efficiency of our operations. If we are unable to source a viable solution, we will plan, formulate and create a solution to our needs. Our most recent solution we developed is an internal data analysis and reporting application that improves the effectiveness of our operations by displaying all operational information in one single application, integrating route planning, fleet management, dispatch, vehicle travel, pre and post trip management, payroll, billing and accounts receivable.

### Pre and Post Trip Vehicle Inspections and EVIR

Safe, fully operational vehicles are essential to safe transportation. To further ensure safety for our passengers, our drivers perform a pre-trip inspection before each bus run and a post-trip inspection after all students are dropped off. These inspections are conducted using an electronic handheld radio frequency identification device (RFID) to gather and report on more than 40 critical safety components. The components we check include: equipment outside the bus such as mirrors, signals, and lights; components under the hood such as fluid levels, fan belts, and batteries; odometer operation; all brakes, wheels, tires and exhaust; transmission; all doors and vision systems; horn, steering; and so forth.



An EVIR is created for each inspection, ensuring it is conducted properly for all components. All defects are logged and repaired accordingly.

### Global Positioning and Reporting System

First Student ties together driver, vehicle, and route with:

- Global Positioning System (GPS)
- Electronic Vehicle Inspection Reporting (EVIR)
- Monitoring / Reporting Software



We utilize GPS from Zonar Systems Inc. Zonar's High-Definition Global Positioning System (HD GPS) is the first of its kind to capture data in four dimensions instead of the traditional three, at a sample rate of one second. This GPS system provides our locations with:

- Real time location information for all equipped buses
- Automatic alerts for buses with excess speeds and excess idling
- Infrastructure to determine best routes and to verify actual versus planned routes

The GPS in combination with an EVIR inspection system provides the unmatched ability to associate a driver to a vehicle, quickly audit a specific route, pinpoint driver speed at a given time or locate a vehicle in case of break down. With its high customer adoption rate, Zonar's HD GPS has proven to be a superior GPS engine for this application.



### Web-based Telematics – Real-Time Visibility

Zonar's proprietary Ground Traffic Control™ product can be made available as an additional service. Ground Traffic Control provides comprehensive reporting and enables school personnel to locate (display) buses on a satellite map from the World Wide Web. The reporting includes asset, mileage, route, location and path reports. The online GPS service allows a district to:

- Locate the last reported position of any bus
- Determine the last reported speed and direction
- Determine the path of any bus over a determined time frame
- Provide a schedule report of when a bus arrives and leaves any determined location – for any school, stop or home
- Provide detailed reports regarding speed, idling, and a full audit report.

## Routing

### Our Routing Expertise

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Daily routing operations are performed by trained professionals at the First Student location. First Student's First Planning Solutions division works with the location and transition teams to ensure the routing system and its elements, including maps, boundaries, schools, students, stops and routes are in excellent condition for a smooth startup and continued daily operation.

### First Planning Solutions (FPS)

First Planning Solutions is the industry's true knowledge expert in routing and logistics with over 18 years in the field, working with all the leading software packages for school districts with various demographic, geographic and operational needs. With our extensive knowledge base in student transportation logistics, we deliver efficiencies and solutions for all our partnering school districts. Our staff of analysts, consultants and project leaders currently supports over 200 routing systems across North America.

We are experts in several routing packages and mapping platforms, including Edulog, Transfinder, VersaTrans and ArcGIS. In addition, we have extensive experience with the implementation and operation of GPS systems for the tracking and management of school bus fleets.

#### **Edulog**

First Planning Solutions was formed through a strategic alliance with Education Logistics (Edulog) back in 1992. FPS recognized the value of leveraging state-of-the-art computerized routing tools to deliver efficient routing operations. Four current FPS team members once worked for Edulog and these individuals currently average seventeen (17) years of automated routing expertise.



#### **VersaTrans**

FPS installed its first VersaTrans system in 1998. Today, FPS supports over seventy (70) VersaTrans instances operated by First Student locations. Four FPS employees are certified as VersaTrans RP system experts. FPS also has expertise in the installation and support of the E-Link, OnScreen and SIF applications. The following are some of the school systems FPS experts directly assisted in routing for the 2008 startup using VersaTrans software: Las Cruces Public School District, NM, Saddleback Unified School District, CA and South Kingstown School District, RI.



First Planning Solutions consultants work with school districts across the country to help with the challenges of:

- Shrinking budgets
- Increasing special needs transportation
- Changes in demographics
- Closing/opening schools
- Optimizing student schedules for learning

### *Complete Service Package or Customized Service*

We have the capability to fulfill all routing needs and can provide any combination of the following services:

- **Routing Assessments:** A comprehensive assessment of routing operations, including systems, people and processes. Are you using the right tools/systems? Are you using them properly? Do you have the right staffing? Are your people properly trained and capable? Do you have appropriate processes in place to manage requests, changes, reporting, etc.?
- **Routing Efficiency Studies:** These are studies intended to answer the question “Are routes efficient and optimized?” We review route timings, capacities, tiers (a combination of multiple runs to reduce vehicle requirements), bell times, deadhead time, etc. to identify opportunities to reduce routes and costs. Sometimes, we are able to identify opportunities to reduce routes through policy changes (e.g. shifting the high school bell time fifteen minutes earlier could facilitate more tiers and the reduction of routes and/or vehicles.)
- **"What if?" Studies:** These are studies designed to help districts understand the implications of a planned or contemplated change in your student transportation systems. Some examples: School closings or openings, bell time changes, school or school district boundary changes, transportation rules (ride times, walk zones), etc.
- **Implementation of School Bus Routing and Boundary Planning Systems:** This includes identification of the most appropriate solution based on school district system requirements, system installation and configuration, map configuration, data population, route building and optimization -- and expert project management to ensure successful implementations.
- **Existing Systems Upgrades and Remediations:** For existing systems that have fallen out of date, we can upgrade systems to the most current software release and work with routing data to ensure it is current and reflective of current routes operated.
- **On-site Routing Support for New School Year Startups:** School districts often have a small window of time and limited resources to rollover students and prepare routes for the new school year. We provide invaluable assistance through this critical planning cycle.

- **Software Training & Technical Support:** FPS has extensive experience in providing all levels of training for leading routing system solutions. In addition, we operate a Help Desk staffed by experienced technicians who troubleshoot myriad system and technical issues.
- **Custom Hardcopy Maps:** FPS can generate a wide variety of custom hardcopy maps to meet special school district planning or communication needs.
- **Assistance with State Funding Reports:** Compliance with state funding and general transportation reporting can be a real challenge for school districts. FPS has the expertise needed to assist in this process.

From efficiency analysis, planning and design to startup and daily operations, we provide the expertise that brings costs back in line and improves performance at the same time.

# Staffing and Personnel





## Staffing the Location

### Rigorous Qualification Screening and Training

First Student’s employees are our single greatest asset and the main reason we are able to provide top quality student transportation. One of our highest priorities is to attract, recruit, hire, manage and retain qualified employees whose focus is excellent customer service. To punctuate our focus on quality staffing, we offer the following list of affirmations and commitments:

**At First Student:**

- Safety and hiring standards shall not be compromised.
- Staffing is a continuous process that shall be aggressively pursued.
- Our employees, and their involvement and commitment, are the most critical element to First Student’s success.

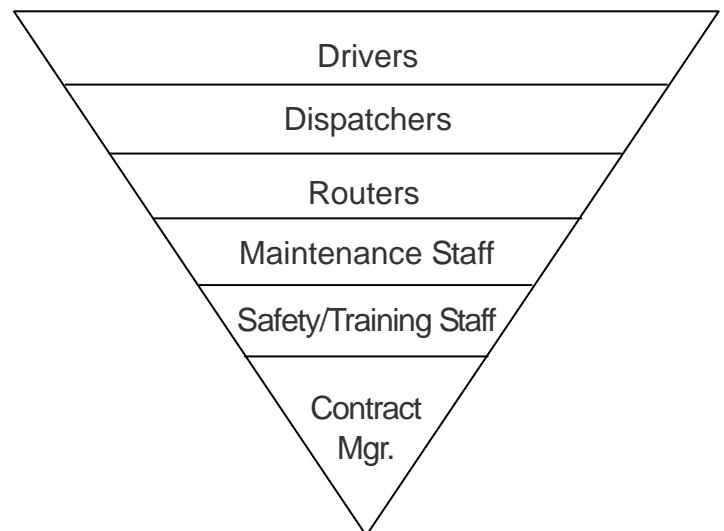
**First Student’s management team:**

- Is directly responsible and wholly accountable for the staffing effort and end result.
- Actively promotes a safe and pleasant environment that inspires a climate of trust, respect, integrity and honesty.
- Provides employees with direction, expectations, training, performance feedback, recognition and support.
- Offers a competitive wage and benefits package.

### Local Staff: Management and Personnel

First Student does not assign contract specific staff until an award has been made. Once that occurs we post job openings both internally and externally. Our goal is to hire as many of the talented staff currently serving the district as meets our qualifications.

The local teams are supported by a wealth of company resources, systems and procedures enabling them to manage all transportation responsibilities with a high degree of efficiency and



effectiveness. We provide managers with leadership and operational training, empowering them to provide swift, sound decision-making at the local level with oversight and support from a senior, regional operating manager. This organizational structure ensures our customers' needs are consistently met, problems are effectively resolved, and additional training or resources are provided as needed to guarantee performance excellence.

We believe the following criteria are essential to meeting the expectations of the district, parents, and surrounding community:

- Acquiring a skilled and experienced contract manager and administrative staff.
- Establishing clear, open communications between location management and district staff.
- Employing a full complement of qualified, trained and certified professional school bus drivers.
- Committing to strong, collaborative employee-relations by management and staff.
- Establishing an organizational culture committed to safety, positive customer relations and open communication.
- Establishing and utilizing senior management oversight with corporate resource support.

## Local Staff Position Descriptions

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### School Bus Drivers

First Student maintains a full staff of professional, well-trained and qualified drivers necessary to cover all routes and provide safe, on-time transportation services. We pursue hiring as many of the drivers currently serving the district as meet our qualifications. If necessary, we recruit from outside as well. We have developed and implemented a number of innovative recruitment and retention strategies which have helped us maintain a full complement of drivers at all locations.

As the key ambassadors of the transportation system, drivers are charged with the ultimate responsibility to provide safe, on-time transportation to and from school for every passenger, every day. All drivers are required to comply with all federal, state and local licenses, screening and training requirements as well as First Student and district standards.



### Specific responsibilities include:

- Adheres to safe driving and work-place practices
- Maintains control of passengers on the bus in order to maintain safety and well-being

- Follows the First Student standards of professionalism for safety and conduct
- Demonstrates reliability in performance and daily work attendance

## Dispatchers

Dispatchers are responsible for all duties concerning bus routes, bus disposition and driver assignments. Our dispatchers are much more than members of the operating staff. They contribute a great deal to the atmosphere of the work environment and to the image of the transportation department. Through their courteous and helpful attitude, employee relation skills, professionalism, operational and problem solving skills, First Student dispatchers show they are “team players” with a “can do” philosophy. They are also extremely composed under pressure, which is critical to this position.



### Specific responsibilities include:

- Checks drivers in before each AM and PM route, notifying the manager of any absent personnel and assisting the manager in immediately obtaining substitutes
- Assists the manager in the development and scheduling of routes, route changes, placement of new stops and helping determine transportation eligibility
- Monitors two-way radio communications and assists drivers in the on-time and safe transportation of their passengers
- Maintains dispatch logs, route sheets, vehicle status reports and associated licensing and coordinates required bus maintenance
- Completes route updates and report forms (time-off requests, late bus reports, etc.) required in the terms of the contract
- Assists in communication with school personnel and parents who make inquiries and requests regarding daily routes and trips
- Controls and monitors driver hours to help ensure fair distribution of work and budgeting

## Route Supervisors

First Student Route Supervisors maintain proper reporting and assist with student behavior management. Route Supervisors meet all necessary state training certifications and school district requirements.

### Specific responsibilities include:

- Ensures that routes are established as efficiently as possible
- Maintains the routes for accuracy and efficiency

- Establishes miles per route for distribution to schools and monitors financial costs
- May work with software programs to establish routes for drivers and the school district, as well as for charter drivers and charter routes
- Verifies accuracy of driver's route times and stop times on the actual routes are correct. Verification may be performed through physical audits

### Fuel Island/Yard Attendants

The First Student Yard Attendant assists the maintenance staff in the performance of their duties.

#### Specific responsibilities include:

- Keeps buses fueled
- Maintains proper fluid levels
- Fixes and repairs seats
- Performs minor repairs and other general maintenance duties



### Technician in Charge

The First Student Technician in Charge (also known as "TIC" or "Technician Manager") is responsible for maintaining the overall reliability and performance of the bus fleet.

#### Specific responsibilities include:

- Oversees preventive maintenance (PM), diagnostics and repairs on all vehicles in the fleet
- Oversees evaluation and repairs of all defects noted on the Driver Vehicle Condition Reports (DVCR)
- Schedules PM efficiently according to prescribed mileage intervals and prioritizes workload and vehicles requiring service
- Ensures proper repair on all work performed and utilizes automated management tools to analyze costs, quality and productivity
- Manages warranty claims and ensures all manufacturer campaigns are complete
- Orders, stocks and manages parts inventory and seeks responsive, cost-effective suppliers
- Ensures compliance and reporting of all waste stream disposal in accordance with all state and federal regulations
- Ensures shop safety rules are followed in accordance with all OSHA regulations and company policies

- Ensures general cleanliness and care for the shop and surrounding grounds
- Secures all tools, equipment and technology necessary for effective maintenance
- Manages and evaluates individual technician productivity and the quality of maintenance work
- Provides continuous training and guidance as needed to ensure strong technical competency and skills in each technician's respective field of maintenance expertise
- Maintains good working relationships with the operations team, drivers and school district staff

### Technicians

Technicians are the supporting staff to the Technician in Charge. These individuals are responsible for the preventive maintenance and repairs on the district's vehicles.

#### Specific responsibilities include:

- Conducts preventive maintenance, diagnostics and repairs on fleet vehicles
- Evaluates and follows up on Driver Vehicle Condition Reports (DVCR)
- Maintains proper repair orders on work performed
- Observes all shop safety and environmental policies, procedures and regulations
- Ensures general cleanliness and care for the shop and surrounding grounds
- Seeks training and knowledge of current vehicle repair technologies
- Maintains good relationships with the operations team, drivers and school district staff



### Driver Instructors

First Student Driver Instructors assist the Safety Manager in carrying out his/her duties by conducting Behind-The-Wheel training with all school bus drivers as well as road checks and road supervision.

#### Specific responsibilities include:

- Schedules and conducts Behind-the-Wheel training for new applicants to include all state and company requirements
- Conducts and assists in the interview process, selection, and recruitment of applicants to include all state and company requirements



- Schedules and conducts additional training for existing drivers
- Performs on-the-road supervision and evaluations.
- Schedules appointments with local agencies and maintains appropriate paperwork to correspond
- Assists Safety Manager with maintaining complete safety files and trainer/trainee paperwork

### Safety Manager

The Safety Manager reports directly to the Contract Manager and is designated as the chief technician and planner of the operation's pro-active safety program. While the Contract Manager leads the overall safety effort, this position carries the responsibility for the overall Location Safety Department and its programs.



#### Specific responsibilities include:

- Follows up on safety-related complaints and driver concerns
- Maintains training records for driver files and ensures proper screening, training and ongoing compliance with federal and state requirements
- Recommends individuals for retraining, upgrading
- Requests MVR's, background checks, and schedules drug and alcohol tests according to federal requirements
- Schedules driver training, monthly safety meetings and CDL training and testing
- Provides safety assistance on school loading/unloading, stops and discipline
- Trains drivers on proper pre-trip inspections
- Guides and assists driver instructors in the performance of training responsibilities
- Responds to accidents/incidents and performing accident investigation and prevention
- Coordinates accident and worker's compensation follow-up
- Assists management in auditing and ensuring compliance with safety regulations
- Leads Safety Solution Teams in reviewing location accidents and prevention
- Develops and implements on-going safety awareness campaigns to keep employees focused and excited about our ongoing safety priority

- Works with the management team to establish a comprehensive safety plan that achieves a high level of performance

### **Contract Manager**

First Student's service team is directly responsible for all day-to-day operations at the location. The Contract Manager is the focal point for all services that are delivered to the district and represents the primary contact for the designated contract administrator on all day-to-day operational matters.



### **Specific responsibilities include:**

- Manages all staff and drivers to meet daily school district customer requirements and satisfy customer expectations
- Serves as the primary contact for school administration
- Ensures that all required performance reports are submitted to the school district
- Checks road conditions and discusses any emergency road or poor weather conditions with designated school district officials
- Oversees the company's effective response to emergency situations
- Screens, hires, trains and counsels drivers
- Leads the location's safety plan and efforts
- Conducts fleet planning, routing, and maintenance oversight
- Adheres to company policies and procedures in all areas while ensuring compliance with all school district, state and federal requirements
- Ensures First Student services are operating as planned and according to contract requirements

### **Transition Management:**

First Student assigns a project team to oversee the transition of the student transportation service once a contract is awarded. Our project team works with school administrators to ensure the transition process proceeds smoothly and on schedule. Each individual on First Student's project team has exceptional knowledge of the industry and operations, as well as many years of experience in the design and management of student transportation services.

If school administrators have any questions or concerns, individuals on the project team are able to respond promptly and take action immediately. First Student provides additional technical support as needed for each project.

## Contract Start-Up

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With our history spanning nearly 100 years of providing student transportation services, we can confidently say that First Student has successfully completed more student transportation start-ups than any other contractor in North America.

Our experience has shown that each of our customers has a unique set of qualities about their district that our personnel understand very well. Together with the district, First Student successfully navigates a smooth transition for the student transportation, combining the district's knowledge with our talented staff and expertise in running effective transportation operations.

Implementing new service involves a transition process that touches on many levels (routing, fleet maintenance and upgrades, hiring and training personnel, communications and public relations, etc). To help manage the transition process, we have developed a comprehensive Start-up Manual that we use as a guide and reference. This manual provides check-off lists and suggested actions to accomplish each of our objectives, resulting in start of successful, well-organized operation that adheres to the high standards of First Student, always remaining within established budget guidelines.

In addition to the Start-up Manual that First Student uses as a basic implementation model, we develop specific plans for each district's startup. We customize the plan to meet the district's needs, incorporating the number and type of schools, number and type of vehicles, extracurricular transportation needs and/or special programs. We meet with the District representatives immediately after contract award to review and modify this plan cooperatively. We work to ensure the District priorities and concerns are addressed well in advance and are documented within the plan.

## Start-Up Schedule

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Immediately after notice of award, we contact all current drivers and aides providing service to the District. We offer employment to all current employees who meet our standards.

Our offices are used to facilitate weekly startup meetings and to accommodate driver recruiting, employee screening and training and startup planning until our new facilities become available to us. We quickly provide clear communication to all current employees, drivers, and aides to keep them informed and comfortable with the transition. We are typically able to hire greater than 90% of existing employees.

First Student's Startup Team consists of the Region Management Group, the Director of Business Development, Safety Directors and select Operations team members from the existing locations. The Startup Team meets on a weekly basis to update progress on the startup plan document. Individuals are assigned and held accountable for each area of need, such as driver

recruiting, safety and training, new bus delivery and in-service, facility preparation, Safety and Environmental audits, etc.

Targets for Driver Recruiting are set and measured weekly for receiving applications, training and licensing of employees. The Director of Business Development and Region Operations Manager maintain responsibility for communication with the customer. Weekly meetings are held with the customer to update them on progress. Our Regional Management attends monthly School Board meetings, if requested, to update the board and the public on progress, answer questions and receive feedback. First Student personnel are also available for PTA/PTO meetings.

Regional and Corporate support staff provide on-site training for new administrative employees. Management personnel receive Supervision training. All employees attend our Injury Prevention Program and "Kickoff" In-service training event in August. The District Personnel are invited to attend this annual in-service to address any issues or changes for the new school year.

# Recruiting and Retaining





### Corporate Human Resources Support

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First Student attributes our success with building strong teams to our combination of comprehensive retention programs and our well-targeted recruiting processes. Attracting and retaining employees in the student transportation profession is dependent upon many factors including providing a safe, enjoyable work environment and ensuring cooperative labor/management relationships.

First Student's corporate human resource department offers extensive training and expertise in employee relations for all First Student operations. All human resource functions are coordinated under the direction of the Vice President of Human Resources located at our corporate office. Functions performed by our corporate staff include:

- Employee relations audits
- Employee relations training and assistance
- Collective bargaining and labor assistance
- Management development programs
- Employee professionalism and recognition programs
- Employee communications programs
- Recruiting assistance
- Payroll and benefits administration

### Recruiting Drivers

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We understand the value of maintaining a stable base of drivers to cover routes and field trips. This is why First Student maintains a series of innovative recruiting initiatives to find, attract and keep qualified school bus drivers. With the help of our corporate staff, we share best practices in recruiting and provide national resources for our local operating managers, helping them execute effective strategies and oversee local recruiting activity and staffing levels.



Our recruiting strategy is a continuous effort based on detailed supply and demand analyses. Local management performs continuous driver needs analysis, regularly reports recruiting activities and results, and provides continual tracking on the number of drivers in each phase of testing, training, and final certification. This tracking process enables us to maintain a steady stream of recruits, ready to come on board fully qualified and ready to drive. In addition, we incorporate efficiencies in

the recruiting process, eliminating bottlenecks and decreasing dropout rates. A good example of this is bringing third party background checks in-house. This allows for a much quicker turn-around time when screening candidates.

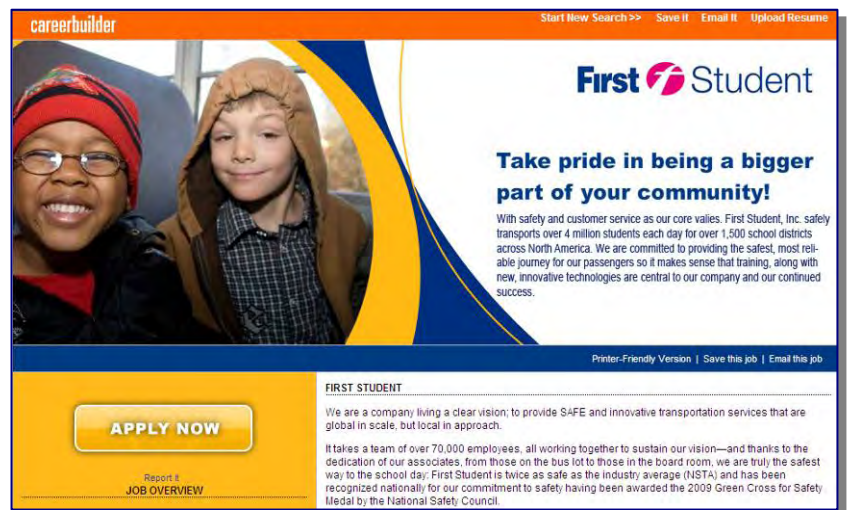
At First Student, we do not want to hire just anyone to drive a bus. We only seek individuals that are dependable and caring, who enjoy working with kids and who can safely drive a bus.

By maintaining a steady stream of new recruits, we are able to maintain a high level of selectivity and hold to our screening criteria. This ensures that only the best employees are hired for the job.

## Recruiting Message

Our recruiting message enthusiastically promotes the benefits of becoming a First Student professional school bus driver. We build a positive image of school bus drivers and reach out to people who never considered driving a bus as a career option. We market great part-time positions that pay well and are personally rewarding. Our tailored recruiting messages target specific groups and lifestyles, such as retirees and stay-at-home mothers, and our recruiting effort often includes local, regional and national advertising with public relations (PR) to help reach the target audience. Working in partnership with the school district, we aggressively pursue PR opportunities to get the good word out to the community.

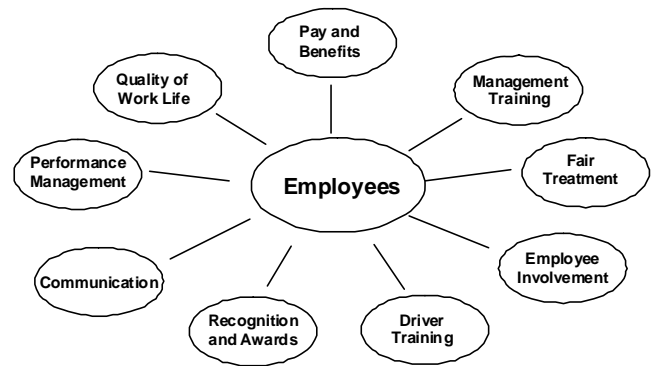
Employee referral bonuses have also proven to be a very successful incentive in attracting the family and friends of our current employees who are likely to be excellent sources for recruits. Part-time work schedules and free training are also attractive to a variety of potential employees.



## Working to be The Preferred Employer

### A Rewarding Employee Experience

One of the most common student transportation challenges is retaining quality drivers. Many studies presented by noted business authors have shown that although competitive wages and benefits are important to attracting and retaining employees, an attractive job requires more including recognition and rewards. The decision to stay with an employer is not simply a matter of compensation, but of the quality of the employee's work life.



**First Student's Preferred Employer Strategy**

The quality of an employee's work life encompasses many elements. At First Student, we have identified eight of these that have the greatest impact on our employees' satisfaction. These include working in a safe, fair and enjoyable environment with positive, clear communication and training, with opportunities for employee involvement, recognition and rewards.

We spend a great deal of time on these 'quality of work life' issues. Our managers receive training in human relations skills and a formal set of principles is adhered to in order to establish clear employer/employee expectations. Each operating location is required to have employee involvement and workplace improvement programs in place.

*First Student's tools, techniques and practices for a quality work environment include:*

#### Effective Communications and Management Training

- Training managers in effective employee relations
- Providing employee communications tools, including national, regional and local newsletters, videos, flyers and bulletins explaining company and local events
- Maintaining an open door policy at all times
- Providing clear, well-explained policies and rules
- Distributing charter route assignments in a fair manner
- Supplying a Confidential Helpline for employees to report incidents of harassment or policy violations, where all reports are investigated and replies furnished

- Administering employee satisfaction surveys

### Training, Recognition and Awards

- Administering effective passenger management training via classroom sessions and a study guide
- Presenting Safe Driver Awards and Employee Service Recognition. Including: Driver of the Month, Driver of the Year and Excellent Driver Club

### Compensation and a Safe Work Environment

- Furnishing community outreach and public relations programs
- Offering attractive driver compensation packages
- Responding to suggestions and needs for a safe workplace environment, such as bus repairs, condition of drivers' room, bathrooms, parking, etc.

### *Driver Recognition and Incentives*

First Student recognizes and rewards exceptional drivers. Our philosophy is simple: Because good drivers are an essential component to the success of any student transportation program, it makes good business sense to invest in them.

For this reason, First Student takes a proactive approach toward investing in and rewarding employees. We provide drivers with several incremental merit programs, which give them peer recognition and monetary rewards for:

- Accident-free driving
- Perfect attendance
- Workplace safety
- Safety competition participation

All locations participate in a monthly safety themed meeting, including topics on danger zones, use of mirrors and defensive driving. We recognize drivers on an individual basis with an annual presentation of safe driving patches and safe driving pins to award the number of years they have been driving. These employee awards are presented at our annual safety banquets. First Student also sponsors our drivers across North America in state, provincial and national school bus safe driving competitions.

## Local Management: Positive, Effective Leadership

Our on-site management team's "people skills" are probably the single-most important component in maintaining positive relations with our employees. First Student's managers, dispatchers and safety personnel receive classroom and on-the-job training to build their employee relations skills.

## This training includes:

- **First Student Operating Manual:** Corporate policy manual for supervising, compensating, recognizing and counseling employees in accordance with company policies
- **Workforce Planning Guide:** A critical tool for maintaining a full complement of drivers and proactively recruiting new hires
- **Manager Certification Program:** Comprehensive training for location management on operational, financial, safety and human resources policies and procedures

**Preferred Employer Strategy:** Through our hiring process, training and management, we have enthusiastic, productive employees who remain with our company for many years. Our strategy to cultivate an experienced and motivated workforce is not accidental. It is our preferred employer strategy.

## Equal Employment Opportunity

First Student, in its employment and personnel policies and practices, will not discriminate against any person because of his/her race, religion, color, sex, sexual orientation, age, disability, national origin, veteran status or marital status. This policy applies, but is not limited, to the following: employment, promotion, training, compensation, benefits, demotion, transfer, layoff, disciplinary actions and termination.

At First Student we strive to maintain a working environment free from unlawful harassment or abusive behavior, and will not tolerate such harassment or behavior. It is our policy to promote the effective utilization of all employees through a positive and continuing program of affirmative action throughout the company.

### Prohibition of Unlawful Harassment and Discrimination

First Student recognizes that discrimination or harassment of any type undermines the integrity of the employment relationship between employer and employee. It is absolutely inconsistent with the First Student philosophy and with sound management practice.

Any individual, whether applicant or employee, who believes that he/she has been subjected to any form of discrimination or harassment is directed to immediately notify his/her manager or the First Student Employee Hotline at 1-877-3CALLFG (1-877-322-5543) of the alleged complaint. In all





cases, reasonable measures will be taken to protect the complaining employee from any retaliatory, harassing or abusive behavior. All complaints will be investigated promptly. Conduct by any employee which results in discrimination or harassment against other employee(s) is improper and will result in corrective disciplinary action, including possible termination.

Examples of prohibited sexual advances or harassment include, but are not limited to, the following:

- Any deliberate or repeated verbal comments, gestures or physical contact of a sexual nature which are unwelcome and which, when made by an employee, adversely affect the working conditions of another employee.
- Implicit or explicit coercive sexual behavior used to control, influence or affect the career, salary or job of an employee.

## Benefits for All Employees

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We value our employees and are dedicated to providing them the best employee benefits coverage possible. Therefore, we offer a benefits package to all employees with optional family coverage. Our total compensation package allows us to attract and retain the most effective workforce for the districts we service. In order to appeal to a wide variety of potential employees, we offer flexible features including affordable medical and dental coverage with low co-payments, free life insurance and savings and retirement options. Part-time work schedules and free training are also attractive to many people.



## Benefits Plan

It is our intent to provide ample coverage and a broad range of benefits for all employees. All participants in the plan contribute to the cost and coverage is for the life of the contract.

**These benefits may include, and are not limited to:**

- Health Insurance with prescription coverage
- Dental Insurance
- Vision Plan

- Employee Assistance Program: 100% company paid; a personal and private, confidential counseling service for employees and their family.
- Life insurance: \$10,000 company-paid Life Insurance and Accidental Dismemberment policy for employees scheduled to work a minimum of 20 hours per week.
- Optional Life and Accidental Death and Dismemberment Insurance
- 401K Retirement Plan
- Paid physicals, drug screens and alcohol screens
- Reimbursement of CDL license fee

## Employee Dress Code

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First Student maintains an Employee Handbook regarding appearance, safety guidelines, customer service, and other performance expectations. Our entire Employee Handbook is available upon interview or award.

First Student employees will present a neat and clean appearance, appropriate for the job assigned. The benefits of a neat and clean appearance are many, but the major impact on people in our business is that it demonstrates self-respect. A neat and clean appearance commands more respect from the student passenger and will help maintain better discipline.

Items that are **not** acceptable as proper dress on the job include:

- Shirts or blouses without sleeves below the shoulder, such as tank tops, halter-neck tops, etc.
- Shirts and slacks that have a "torn off" look
- Clothes with holes, tears or un-repaired damage
- Sandals, clogs, platforms, or any footwear other than fully enclosed flat healed shoes (no more than  $\frac{3}{4}$  inch)
- Footwear must be appropriate for the weather conditions

- Any clothing displaying wording or slogans which do not represent First Student's image and employee principles
- Short-shorts
- Body fit clothing, i.e., spandex and muscle shirts
- Loose or hanging clothing, jewelry or other accessories that could become caught on vehicle equipment or moving parts of the vehicle

# Fleet and Facility Maintenance



## Fleet Maintenance

### Maintenance Approach

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The breadth and depth of our service and operations experience goes beyond pupil transportation. As the largest and most experienced provider of school bus services, our fleet maintenance programs are, by design, the most stringent and innovative in the industry. Our specifications and requirements typically exceed industry standards, resulting in increased reliability, longer vehicle lifecycles and greater customer satisfaction.

Districts and communities realize significant cost savings, substantially increased operating efficiencies and service levels with proven fleet programs that are tailored to their unique requirements. The benefits these programs bring to a school include:

#### Cost Savings Related Benefits

- **Reducing maintenance and repair costs** and lengthening the life of the fleet with our rigorous approach and systematic processes
- **Reducing the need for spare, reserve or backup buses** through proper operations and maintenance
- **Managing overall costs** by optimizing spare bus and parts inventory
- **Lowering overall repair costs** by aggressively identifying repairs covered by manufacturer or supplier warranties
- **Leveraging national fleet discount programs** and our global purchasing power to bring you the highest quality parts for the lowest price

#### Performance and Safety Related Benefits

- **Improving bus safety and availability** by reducing the number of bus breakdowns and increasing operator productivity
- **Providing services in a manner that reduces student, parent, and administrator inconvenience** and promotes a high rate of compliance with schedules
- **Reducing downtime** by having the proper types and quantities of parts readily available while maintaining inventory at the most economical level
- **Minimizing waste stream** due to maintenance and repair activities
- **Improving the quality of data and availability of information** to support better management decisions regarding to the size of the fleet, the types of buses purchased in the future, replacement cycles and other important management considerations



- **Providing skilled technicians** and ensuring they have the necessary tools and training
- **Maintaining accurate historical maintenance and repair data** on all buses and equipment
- **Providing quality maintenance services** in a manner which promotes world class customer service delivery

## Good Corporate Citizen

- **Ensuring reduced or nonexistent human and environmental impact** with our use of environmentally friendly products and practices
- **Enhancing the image of the school and community** by ensuring students ride in clean, safe buses
- **Ensuring all DOT, state and federally mandated requirements are met** and providing tracking reports through our proprietary maintenance system

## Maintenance Services

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First Student maintains our district partners' school bus fleet to a standard that meets their goals and objectives while also ensuring compliance with all applicable state and federal requirements for inspections and maintenance. The bus maintenance practices and fleet management programs that we offer include:

- A state-of-the-art Preventive Maintenance Program
- General and Accident Repair Services
- Pre and Post Trip Bus Inspections
- *Cetaris* Maintenance Software
- Parts Supply and Inventory Control
- Technician Training
- Environmental Safety



## Preventive Maintenance Program

First Student implements a comprehensive preventive maintenance (PM) program that includes all buses and vehicles in the fleet. As the cornerstone of an effective maintenance program, our PM processes align with the district's bus fleet usage while incorporating all manufacturer recommended service levels, Department of Transportation requirements, and state, local and federal regulations.

The optimum PM program minimizes breakdown maintenance, capital costs, downtime and inconvenience, while ensuring safe and reliable operation of the fleet. With these objectives in mind, we use our rigorous four-tiered approach for the district's vehicles:

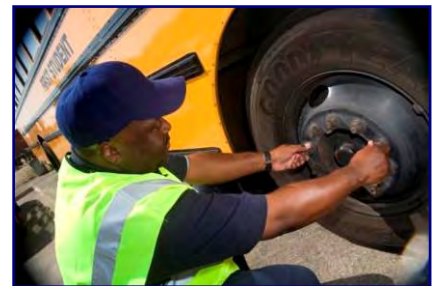
1. Regularly scheduled preventive maintenance inspections
2. Drivers' daily pre- and post-trip inspections
3. Twice-weekly lot inspections
4. Monthly management audits

### *1. Regularly Scheduled Preventive Maintenance Inspections*

The most basic and important service in any quality bus maintenance program is preventive maintenance. Several elements are critical to an effective and sound PM program. First, the optimum interval, called the PM schedule, will be identified for each piece of equipment. This will be based on usage profile, manufacturer's recommendations, timing for state bus inspections and our knowledge of best practices.

The individual inspections, adjustments and lubrications that should be performed for each class of equipment will be identified in the PM inspection. During the inspection, our technicians will identify any areas that require additional attention. These are referred to as PM follow-up repair items.

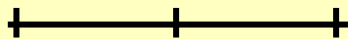
Preventive maintenance services that are scheduled too frequently can result in excessive and unwarranted vehicle downtime, cost and inconvenience. PM services that are scheduled too infrequently can lead to problems, such as excessive brake and tire wear, as well as other safety deficiencies, and can often result in excessive breakdowns or major component failures. Likewise, PM services performed on schedule that do not include the proper inspection and service items, or include unnecessary elements, are wasteful and inconvenient. Our PM processes ensure that a thorough inspection is completed at the optimum interval and tracked accordingly.



#### **Preventive Maintenance Intervals – Getting it Right**



Too Frequent = excess downtime



Too Infrequent = excessive wear and tear and increased costs



Perfectly scheduled maintenance can still result in waste and inconvenience if the right items are not serviced at the proper times.

To ensure that a comprehensive PM inspection is performed, we have developed a PM form to act as an efficient checklist throughout the inspection. Over 100 items are carefully checked, with additional emphasis placed on safety-related components, including:

- Tires- pressure, condition and alignment
- Brakes – primary and secondary
- Engine
- Transmission
- Instruments and accessories
- Safety equipment
- Radiator and belts
- Valve stems and caps
- Fan assemblies
- Cooling system
- Steering and brake fluids
- Battery and related attachments
- Steering components
- Front-end components and more

## PM-A Inspections

First Student performs PM-A inspections at 4,000-mile/120 day intervals unless state regulations or district requirements state otherwise. Additionally, we will meet or exceed the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications. PM-A inspections include over 150 points of inspection in the following areas: tires/wheels, engine compartment, air system, under-vehicle, air conditioning, lubrication and oil change, bus interior, bus exterior, indicator lights/systems, add-on technology and safety equipment.

## PM-B Inspections

First Student performs PM-B inspections at 12,000-mile/12 month intervals unless state regulations or district requirements state otherwise. Additionally, we will meet or exceed the terms and conditions necessary to comply with the original equipment manufacturer's specifications.

PM-B inspections include everything covered in PM-A plus an additional twelve points of inspection on wheel bearings, battery, engine valves, etc.

## PM-C Inspections

First Student performs PM-C inspections at 24,000-mile/24 month intervals unless state regulations or district requirements state otherwise. Additionally, we will meet or exceed the terms and conditions necessary to comply with the original equipment manufacturer's specifications. PM-C

inspections include everything covered in PM-A and PM-B, plus an additional five points of inspection on automatic transmission fluids, brake fluids, etc.

## Additional Inspections

First Student's technical service team conducts a comprehensive inspection and PM service on all buses prior to the annual state inspection. A perfect score must be obtained on a vehicle before it will be put into service for the school district. We are especially proud of our high pass rate and attribute our success to our stringent maintenance programs.

## All PM Inspections

After each PM inspection, our local management and maintenance technicians review the completed PM inspection forms to determine if any repairs or follow-up work is required. To keep vehicles at peak efficiency, all follow-ups are scheduled with the necessary department and completed as soon as possible.

Additionally, First Student's corporate maintenance management team monitors the PM performance for each location. Overall PM schedule compliance, vehicle component costs and replacement cycles are continuously reviewed through our automated company-wide fleet maintenance systems. Periodically, corporate maintenance management will make adjustments in PM intervals based on individual component performance, vehicle specification modifications, design improvements, local and environmental factors or changing regulatory requirements.

## Cold Weather/Winterizing Inspection

In early fall, we perform winterizing inspection and PM services on all school buses that reside in cold weather climates. This is especially critical to vehicle reliability and performance during winter months.



### Items identified for annual inspection are:

- |                |   |
|----------------|---|
| Fuel           | • Our Contract Manager orders blended fuel for cold weather months.   |
| Plug-ins       | • We check all cold-weather plug-in devices to ensure that the device is operating properly. For additional safety, all plug-ins have GFI protection. |
| Outside Vendor | • We ensure that the district's vehicles are ready for use every day  |

## Cold Weather Team

- regardless of the weather. To assist, we make arrangements with local towing and maintenance vendors to provide cold-weather start support in the event that a plug-in system fails.
- All locations submit the names of their 'cold weather start team' to their Region Operations Manager. These teams include drivers, mechanics and managers who arrive early on days that require early bus starts or snow removal.

## *2. Driver Pre- and Post-Trip Inspections*

First Student is proactive in our approach to maintaining the highest safety standards. To further ensure the safety of the students, our drivers perform a pre-trip inspection before each bus run and a post-trip inspection after all students are dropped off. These are conducted using an electronic handheld device to gather and report the necessary information. An Electronic Vehicle Inspection Report (EVIR) is created for each inspection, ensuring that the inspection was conducted properly for all components.

Both our pre-trip and post-trip inspections include thorough visual and electronic safety verification of more than 40 critical safety components. The components we check include: equipment outside the bus such as mirrors, signals and lights; components under the hood such as fluids levels, fan belts and batteries; odometer operation; all brakes, wheels, tires and exhaust; transmission; all doors and vision systems; horn, steering; and etcetera. Any and all defects are logged and repaired accordingly. If any of these defects are critical, we immediately withdraw the bus from service until the item is repaired. Once the repair is complete, the driver receives written notification that the bus has been repaired and is safe to drive.



The first step of any inspection requires the driver to swipe his/her card and asset tag located near the driver's seat in each vehicle. The driver then inspects each zone of the vehicle and inputs necessary information, such as odometer readings. During this inspection, they scan each of the RFID zone tags that are strategically located inside and outside of the bus. If defects are found, our Service Manager or Technician-in-Charge will make a determination as to the immediacy of the repair, and whether the repair can be completed on the spot or deferred until the trip is completed. We will not release "unsafe" vehicles for use; however there are some possible minor defects, such as a torn seat, that do not require immediate attention. If immediate repair is required, we notify dispatch that a bus replacement is required. The appropriate maintenance procedures are then used to repair the defect.



First Student devotes an entire module to pre and post-trip inspections in our driver training program. Drivers are trained to understand the operational importance, preventive aspects and legal requirements of this inspection.

### *3. Twice-Weekly Lot Inspections*

First Student's yard attendant performs a twice-weekly inspection on all buses to provide vital information and assistance towards ensuring a safe and reliable fleet. This inspection includes the following:

- Tires are inflated to the proper pressure or filled as needed
- Oil and fluid levels are at the proper levels or replenished as needed
- Any fluid leaks are detected and brought to the attention of the SM or TIC
- Fuel is sufficient in the vehicles to perform required route duties

### *4. Monthly Management Audits*

It is First Student's company policy that our maintenance supervisors be required to re-inspect a minimum of ten percent (10%) of all PM inspections monthly. As with all PM inspections, this assessment includes a detailed review of the vehicle's maintenance file, an evaluation of the condition of the vehicle and the identification of any maintenance activity required to bring the vehicle into compliance with state-of-readiness and accepted fleet standards. Our fleet assessment practices allow us to continuously monitor and address the condition of individual vehicles in the fleet.

## General and Accident Repair Services

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First Student performs repairs to the fleet in response to accidents, reports of trouble by drivers or vehicle users and identification of defects during preventive maintenance inspections. Repairs are made as required considering the age, mileage and cost to repair criteria consistent with industry standards and good fleet maintenance practices.

First Student performs all repair functions, including:

- Planning and scheduling all repair actions to ensure minimum vehicle downtime
- Diagnosing maintenance and repair needs
- Performing required maintenance and repair
- Ensuring that maintenance and repair actions are performed in a safe, reliable and cost-effective manner
- Accomplishing maintenance and repair actions with maximum productivity and quality of work with the minimum use of parts and materials

## Bus Inspections

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First Student tracks all vehicle inspections in our fleet maintenance system and incorporates the necessary elements to allow for monthly monitoring of the inspection timeframe for each vehicle. These inspections are conducted for each vehicle and piece of equipment according to Federal, State, Local and District fleet requirements. We coordinate the scheduling of such inspections with the necessary departments.

## Cetaris Maintenance Software

First Student provides our advanced fleet management information system, *Cetaris*, to administer customized reporting and data gathering on maintenance and repair operations for the fleet.



*Cetaris* has proven to be a reliable, industry-leading, multi-user platform for fleet management information. This asset management and maintenance tool allows us to help our customers maximize return on their fleet assets and is an integral part of our service. Combining a user-friendly web-based interface with a robust relational database, *Cetaris* offers unparalleled flexibility and power in the reporting and analysis of fleet assets, maintenance history, inventory, warranties, labor and material costs and related data. With its advanced technology and system capabilities, we are deploying *Cetaris* at every one of our contract locations.

*Cetaris* is an asset lifecycle management application that we have optimized for our fleet management operations. With this tool, we capture and analyze mission-critical data about the fleets we manage and maintain.

*Cetaris* includes the following key features:

### **Asset Management**

- Identifies, tracks, locates and analyzes physical assets

### **Data Collection**

- Tracks the movement of parts for asset and maintenance management
- Includes equipment audit capability, enabling us to audit assets in the field and then update *Cetaris* with the results of the audit

### **Graphs**

- Generates performance indicators in numerous graph formats

### **Materials Management**

- Streamlines part and material management by constantly monitoring inventory online
- Allocates materials to work orders
- Identifies items that need to be requisitioned based on existing stock levels, forecasts and current reservations

- Project Management**
  - Computes actual costs, committed costs and planned costs of projects
- Purchasing Management**
  - Computes the cost of services using either fixed prices or time and materials
  - Controls purchase order and invoice matching processes for stocked materials, direct materials, hired labor and services
  - Monitors the progress of quotations for materials and services
- Report Manager**
  - Provides database views of *Cetaris* data and works with external report applications such as Oracle Report
- Work Management**
  - Controls work order processes for routine maintenance, response maintenance and preventive maintenance
  - Stores material and task lists in a library for easy reference and retrieval
  - Determines cause and effect relationship and provides a full range of diagnostic tests
- Workflow**
  - Streamlined quotations, requisitions, purchasing and work request/work order processes

The ease of use and capabilities of *Cetaris* means that we can quickly analyze of a wide range of fleet information, improving and accelerating critical management decisions about the fleet. The areas that we analyze and manage through *Cetaris* include:

- **Automated Task Scheduling for Preventive Maintenance (PM).** The district's PM services are automatically scheduled based on processes defined for vehicle classes or individual units. An associated report documents equipment due for PM and sorts it by department or location. We can also sort tasks by priority, such as critical work orders and routine maintenance. This level of scheduling precision can help reduce vehicle downtime by ensuring regular PM while allowing for escalation of critical repairs.
- **Commercial Services.** We issue work orders to each outside vendor that we utilize for each location and district, and update the database as required with information about repair standards, agreed-to pricing, discount structures, warranties and invoicing.
- **Warranty and Recall Management.** We easily manage warranties, recall campaigns and related data. For instance, we can query the database by VIN for units affected by specific recalls and issue appropriate work orders. It also provides greater flexibility in defining how warranty data is managed.
- **Parts Inventory.** We provide comprehensive parts inventory data management that supports costing, purchasing, inventory tracking and transfer of location-level data.
- **Fleet Performance Reporting.** We generate real-time, on-screen reports in several industry-standard categories, such as cost per mile and fuel consumption. We can also

generate reports for the district on such categories as costs per vehicle, driver, location and equipment type. These reports will be used to help with vehicle lifecycle optimization and replacement timelines.

With its comprehensive range of reports and capturing of all critical fleet data, *Cetaris* is an indispensable part of First Student's transportation and fleet maintenance services. At a regional and corporate level, our maintenance managers are able to group and summarize vehicle histories for analysis by location, vehicle type, component type, model year, mileage, etc. As one of the world's largest bus operators and purchasers, this information has been invaluable to manufacturers with whom we partner to improve the safety, efficiency and reliability of performance.

## Parts Supply and Inventory Control

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First Student will be responsible for the procurement and management of all parts, inventories and supplies required to maintain and repair the district's fleet. Our goal is to control costs while providing an inventory of high quality parts for our technicians to use as necessary in the maintenance of the fleet.

To accomplish this goal, we use the following basic principles:

- **Use only OEM quality parts.** Just as we strive to cultivate partnerships with our customers, we do the same with our vendors. First Student has over sixty (60) vendors who have been screened and awarded with Corporate Purchase Agreements (CPAs). This relationship ensures that we get quality parts, good service and fair pricing. Due to the volume of parts we procure on a nationwide basis, we have negotiated CPAs with major parts suppliers including Ford, GM, Daimler Chrysler, Detroit Diesel, Freightliner, International Truck, Goodyear, Bridgestone, NAPA, Interstate Battery, Grainger and others that provide significant pricing advantages.
- **Proactively manage stocking levels.** First Student uses Webfleet as a tool to manage inventory. We have established a preferred vendor, a backup vendor, alternate part numbers, reorder points and restocking levels for every part in the system. Minimum order points are based on usage at the district and the time it takes to receive an order. When the part reaches a defined level, Webfleet generates a purchase orders that our maintenance staff reviews and adjusts as necessary.
- **Organized parts rooms.** We help keep costs low by maintaining a properly stocked and organized parts area. All parts used on the district's vehicles will be received and organized

using the bar coding system in Webfleet. This helps ensure placement and grouping of parts.

- **Scheduled inventories.** We perform a physical inventory twice a year at each of our locations. Outside auditing firms randomly certify the physical counts. Additionally, we perform cycle counts, where every location must count a portion of their inventory weekly.
- **Data driven decisions.** Our corporate office performs monthly inventory audits to monitor CPA usage, stocking levels, parts usage, out of stock items, and unproductive inventory. We use this tool to improve buying and stocking habits for our individual locations.

## Technician Training

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As the largest bus fleet operator in North America, First Student will provide the district with maintenance and management expertise unmatched in the industry. We take a comprehensive and systematic approach to technical training and development, knowing that this is critical to superior maintenance performance.

### Classroom and On-the-Job Training

Our onsite technicians are dedicated to providing the district with the safest, most reliable vehicles. These skilled technicians are properly trained to perform maintenance and repair services on school buses and equipment in the fleet. First Student ensures that the service work of our technicians consistently meets to the highest standards for quality and service efficiency in addition to industry best fleet practices.



The technical service teams have all the necessary training, support and oversight to provide proper and effective maintenance for the fleet. First Student offers training to our employees to expand their skill sets and keep them abreast of the latest changes in the industry. We are committed to our employees and encourage certification advancement through financial incentives for ASE certifications. Extensive training is provided so our technicians can successfully advance in their role.

Our technical training consists of classroom instruction and on-the-job training, which combines courses and conferences furnished by our preferred suppliers with our own corporate maintenance support. Our maintenance staff has a comprehensive library of in-house technical training materials that include pre and post-training programs consisting of videotapes, printed study guides and libraries of technical literature.

First Student technicians have all required technical and safety training including, but not limited to, manufacturer training, certifications, and licenses/certificates including CDL, DOT and any necessary inspection licenses.



We also ensure that our technicians are properly equipped with an extensive library of maintenance tools, systems and procedures covering every aspect of maintenance, from PM inspections through warranty. Much of what is required is in electronic format, either through fault and repair codes on our diagnostic tools, or by accessing our online guides. While this allows for more efficient repair, we always provide written procedures and materials that can be used for reference or as an alternative.

Our diagnostic tools and repair guides or manuals contain detailed inspection and repair procedures for each type of bus we operate, including gasoline or diesel-powered light, medium, or heavy-duty buses. Procedures will differ depending on brake type: air, air-assisted hydraulic or hydraulic brakes, and other features such as forward or rear-control buses, conventional buses or vans.

## Facility Environment

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First Student believes that effective facility and fuel facility environmental management goes hand-in-hand with operations management. As the district's partner, we are part of the community and feel that we have a corporate social responsibility to protect the community. That is why we are fully committed to meeting, and often exceeding, all federal, state, and local requirements in North American environmental regulations and procedures.

### *Environmental Compliance/Facility Maintenance*

First Student works with environmental partners on a retainer arrangement to ensure environmental compliance at all of our locations. This effort ensures our maintenance facilities comply with OSHA requirements and provide a safe working environment conducive to injury free performance. We always strive for 100% compliance with federal, state, and local environmental regulations.

### *Environmental Management Support Program*

Our environmental partners provide a broad range of environmental compliance and management support services to First Student. Under a retainer agreement, they provide consulting in all major areas of environmental compliance, including waste reduction and management, Clean Water Act compliance, spill and release response and reporting, chemical inventory management and reporting, compliance auditing, environmental due diligence for new locations, site close-out auditing, and Material Safety Data Sheet (MSDS) management.

### *Environmental Information Management*

Our environmental partners provide First Student with their proprietary environmental information management software, EiOS. This software provides secure, easy-to-access environmental tools for all our locations. Included in the EiOS database are facility details such as size and age of buildings, details on environmental permits, permit fees and renewal dates, storage tanks, chemical inventories for each location, emergency contact information, details on



environmental projects for a given location, waste generation data from waste vendors, a list of vendors serving each location, spill and release incidences and electronic copies of all environmental documents prepared for each facility.

### *Waste Minimization and Management*

Our environmental partners maintain data on the current rate of waste generation at each location. They have assisted us with a new program to minimize the volume of hazardous waste being generated at our facilities. As a result, we have successfully eliminated approximately 95% of the hazardous waste generated by our facilities through the introduction of a new parts washer technology for our maintenance shops. The new technology uses a series of filters to remove oil that is contained in the petroleum-based solvent, thus eliminating the liquid waste stream from the parts washers. We have also developed procedures to eliminate the use of all chlorinated solvents in our shops, minimizing the exposure of our employees to these chemicals and eliminating the potential for cross contamination of other non-hazardous waste streams by chlorinated chemicals.

### *Clean Water Act Compliance*

Our environmental partners are responsible for evaluating each shop location for potential issues with respect to compliance with the Clean Water Act. This involves two separate programs: 1) spill and release response and reporting, and 2) storm water permitting. Each First Student location is evaluated to determine if a Spill Prevention, Control and Countermeasures (SPCC) Plan, consistent with the requirements in 40 CFR 112, is needed. If a SPCC plan is required, our environmental partner will prepare that plan and forward it to the facility for training and use. An electronic copy of the plan is available at all times via the EiOS system.

Our environmental partner will obtain coverage for federal or state storm water permits under 40 CFR 122 for those shops that conduct maintenance and/or fueling in a manner that has the potential to impact storm water on the property. As part of this process, they prepare a Storm Water Pollution Prevention Plan (SWP3) or equivalent storm water management plan and provide it to the site for training and use. An electronic copy of the SPW3 is also available at all times through the EiOS System.

### *Spill and Release Response and Reporting*

First Student has developed a set of standard operating procedures (SOPs) for maintaining environmental compliance at our maintenance shops. One of these SOPs is for spill and release response and reporting. This procedure is designed to define the roles and responsibilities of our staff in the event of a release or spill of petroleum or other hazardous substance. It also specifies the notification procedures and response actions to be completed by our onsite personnel. As part of this process, our environmental partner maintains a database listing of emergency response contractors that are able to respond to releases of petroleum or hazardous substances at any of our locations. The database is part of the EiOS environmental information system and is available at all times to our staff and management.

### *Chemical Inventory Management and Reporting*

First Student maintains a detailed database of the chemical inventory at each of our operating locations. This data is gathered by our environmental partner and is updated annually as part of the Emergency Response Community Right-to-Know Act (EPCRA; a.k.a. SARA Reporting) compliance and reporting process. Where required, they prepare and file appropriate SARA Reports for the required chemicals at each of our locations.

One of our initiatives recently completed with the help of our environmental partner was the development of a standardized list of approved chemicals that can safely be used in our vehicle maintenance shops. Each chemical on this list has been evaluated by our staff and flagged with an “approved” tag in the EiOS database system. Because our chemical inventory is regularly updated, our management can determine if there are any “unapproved” chemicals used in our maintenance shops. The EiOS system also includes a copy of the MSDS for each company-approved chemical as a backup for Occupational Safety and Health Administration MSDS compliance.

### *Compliance Auditing*

Our environmental partners perform compliance audits for First Student in the area of waste management, Clean Water Act compliance, chemical inventory management, and in some cases, safety. The audits may be performed as a result of a request from one of our clients or due to a complaint or suggestion from an employee.

### *Environmental Due Diligence*

First Student has a Phase I environmental site assessment conducted by our environmental partner in support of the due diligence process for each new location. This Phase I environmental site assessment is, to the extent possible, in conformance with the scope and limitations of ASTM Standard of Practice E1527-00 and includes a written report of findings.

### *Site Closeout Surveys*

Our environmental partner performs a closeout survey for each maintenance location that we close. The survey includes a completed checklist and a list of action items that must be completed prior to vacating a site. The checklist and list of action items provides the client, landlord and First Student with a document that identifies any issues that must be completed to ensure that the location is closed in a manner that protects the environment.

# Sample RFP's



**ROANOKE**  
**CITY PUBLIC SCHOOLS**  
Purchasing and Financial Control  
P. O. Box 13145 • Roanoke, VA 24031  
(540) 853-2906 • FAX (540) 853-1679  
January 21, 2009

**Request for Proposal**  
**RFP #2643**

Notice is hereby given of the intention of the School Board for the City of Roanoke, Virginia, to contract for:

**Student Transportation Services**

Prospective bidders may, at the discretion of the Purchasing Manager, be required to pre-register. Vendors, who are not pre-registered and wish to submit a bid, shall complete the "Vendor Application Form" which is included with the bid specifications, and return to the Purchasing Manager.

Sealed bids will be received in the Purchasing and Financial Control Department (Terrace Level) for the ROANOKE CITY SCHOOL BOARD, 40 Douglass Avenue, NW, (P. O. Box 13145) Roanoke, Virginia 24012.

**Delivery of Bid:** It is the responsibility of the vendor to assure that its bid is delivered to the place designated for receipt of bids and by the time set for receipt of bids. No bids received after the time designated for receipt of bids will be considered. Bids must be in the hands of the officer or agent of the Owner whose duty it is to receive them by the time specified. The officer or agent of the Owner whose duty it is to receive bids will decide when the specified time has arrived and will determine if the bid was in their possession by that time.

**For hand delivered proposals, please allow time to sign in at the front lobby reception desk to gain access into the building. Hand delivered proposals will not be accepted by the building receptionist and must be delivered to the Purchasing and Contracts Office (Terrace Level), by the vendor by the designated time of receipt.**

**Due Date and Time: Friday, February 20, 2009, by 3:00 p.m.**

In the event that School Board offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for proposals, the published due date will default to the next open business day at the same time.

**Electronic Invitation to Bid/RFP Retrieval Instructions**

Full copies of Requests for Proposals, Bids and RFPs must be retrieved over the Internet at the following address:

[www.rcps.info/purchasing](http://www.rcps.info/purchasing)  
**Click on Bids and RFPs**

To retrieve the Invitation to Bid or Request for Proposal you will need to download the Adobe Reader. You will only need to download the Adobe Acrobat Reader program one time. If you experience problems, please call 540-853-2906 for assistance.





# REQUEST FOR PROPOSAL AND PRESENTATION OF CREDENTIALS

RFP #2643

## STUDENT TRANSPORTATION SERVICES

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### 1. Introduction

The School Board of the City of Roanoke, more commonly known as Roanoke City Public Schools (“RCPS”), is requesting proposals from entities capable of providing Student Transportation Services for all, or a portion of, RCPS’s transportation requirements commencing prior to the beginning of the 2009-10 school year.

Entities preparing a response to this RFP should recognize that RCPS currently delivers essentially all Student Transportation Services in house. Additionally, there is no recent history of privatized Student Transportation Services in southwest Virginia other than the provision of certain specialized services (e.g., special needs).

As a result, this RFP is crafted in a manner that is intended to allow respondents considerable latitude in their submissions. Though it is hoped that there is sufficient structure in this document to provide appropriate guidance to respondents, RCPS recognizes that the expertise of the firm will be a valuable asset in shaping the final arrangement.

RCPS believes it essential that the entity selected (“Contractor”) be willing and able to work collaboratively with the school division. It is for this reason that the evaluation criteria described in Item 6 below fall into three broad categories:

- Character
- Capability
- Cost

### 2. Overview of Roanoke City Public Schools

RCPS is a progressive urban school district in the City of Roanoke, Virginia. Roanoke, which covers 43 square miles, is located at the southern end of the Shenandoah Valley, approximately 170 miles west of Richmond and 235 miles southwest of Washington, D.C. Roanoke has a population of more than 90,000. Nearly 300,000 citizens reside in the immediate area. RCPS employs

approximately 3,000 full and part-time workers, making it the second largest employer in the City.

RCPS provides a comprehensive instructional program for approximately 13,000 students in Pre-Kindergarten through Grade 12 annually. The school division is comprised of twenty elementary schools, six middle schools, two high schools, the Roanoke Valley Governor's School for Science and Technology, the Forest Park Academy (a secondary-level alternative education facility focused on putting overage and/or under-credited students back on track for graduation), the Noel C. Taylor Learning Academy (an alternative education center for students who have exhibited significant behavioral issues), adult education programs, preschool programs for low income families, and a downtown liberal arts program for talented high school students.

The U.S. Census Bureau's 2006 American Community Survey estimates the per capita income in Roanoke City at \$21,060, with 16.8% of individuals living below poverty level. In 2008, 66% of RCPS students qualified for the Free and Reduced Price School Lunch Program and 408 homeless students attended RCPS schools.

The school division continues to strive toward excellence and academic achievement for all students with a particular emphasis on closing achievement gaps. Pass rates on state standardized tests have steadily increased in recent years; in 2008, 77% of students passed their English Standards of Learning (SOL) end-of-course exam, 73% passed in math, and 80% passed in science. As a direct result, 22 schools were fully accredited by the Virginia Department of Education for the 2008-09 school year and 16 schools made Adequate Yearly Progress (AYP) as defined under the federal No Child Left Behind Act.

### 3. **Scope of Services**

The following description of the Scope of Services shall establish minimum requirements and expectations of RCPS. RCPS reserves the right to waive any or all requirements specified herein.

- a. The prime objective is to provide safe, efficient, and reliable transportation services for RCPS.
- b. Subject to applicable statutes and regulations, the term of the contract entered into by the parties ("Contract") shall be for an initial period of five (5) years, commencing on July 1, 2009 and terminating on and as of June 30, 2014. The Contract may be renewed once by RCPS, in its sole discretion, for a period of two (2) additional years.

The Contract may be terminated by RCPS upon sixty (60) days written notice and may be terminated by RCPS for any reason or for no reason.

- c. Contractor shall provide transportation services for the purpose of transporting school students residing within the boundaries of RCPS to and from school, field trips, sporting events, summer school, and various extracurricular activities without interruption. Contractor shall make available a sufficient number of vehicles, including standby equipment, to meet this requirement.

Contractor shall maintain spare buses in sufficient quantity to assure uninterrupted service.

No vehicle shall be older than is agreed by the parties and set forth in the Contract.

Contractor understands that RCPS will not be able to assign the exact number of routes and/or students until the 15th of August of each year. The Contractor understands that the student list and routes are subject to revision during the course of each school year.

- d. Contractor shall hire and maintain a trained workforce of drivers, mechanics, and other related personnel sufficient to meet the requirements set forth in Item 3c above.
- e. Contractor shall maintain a central facility within the City of Roanoke, at which place all vehicles shall be stored and from which the transportation services can be executed and supervised. As long as the current Transportation Facility is available to RCPS, RCPS will provide such central facility to the Contractor upon such terms as are agreed by the parties and set forth in the Contract.

In the event the current Transportation Facility is not available to RCPS, Contractor shall be required to maintain a central facility within the City of Roanoke at its sole expense.

Any changes or structural modifications to the central facility shall be made at the sole expense of the Contractor and approved in advance by RCPS.

All buses shall be secured at the central facility by Contractor, at its sole expense.

- f. Contractor shall abide by and operate in accordance with the laws, rules, and regulations of Virginia and shall complete all forms and documentation required by all Federal, State, and local municipalities, and any other agency having jurisdiction. Additionally, Contractor shall abide by and operate in accordance with all applicable RCPS policies and procedures.

- g. Contractor shall provide advice and consultation to RCPS relating to bus routes, times, stops, and weather conditions affecting the possible delay and/or cancellation of school. It shall be understood that RCPS has the right to modify routes, times, and stops at its sole discretion at any time during the term of the Contract and shall control the establishment of same.
  
- h. Prior to the effective date of the Contract, Contractor will file with RCPS a Certificate of Insurance that indicates that Contractor has purchased Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Excess Automobile Liability Insurance, and Worker's Compensation and Employer's Liability Insurance in, *at minimum*, the following amounts:
  - (i) Comprehensive General Liability Insurance
    - (A) \$5,000,000 for each occurrence and in the aggregate - bodily injury
    - (B) \$5,000,000 for each occurrence and in the aggregate - property damage
  
  - (ii) Automobile General Liability Insurance
    - (A) \$5,000,000 - Combined single limit for bodily injury and property damage.
  
  - (iii) Worker's Compensation and Employer's Liability
    - (A) \$100,000 for each accident
    - (B) \$500,000 for disease
    - (C) \$100,000 for disease for each employee
  
  - (iv) Umbrella Excess Liability
    - (A) \$5,000,000 per occurrence and in the aggregate. Coverage should schedule additional limits over and above the General Liability, Automobile Liability, Workers' Compensation and Employer's Liability.

The aforesaid insurance policy purchased by the Contractor shall name RCPS as an insured party under all insurance coverage, and shall include contractual liability coverage under the Comprehensive General Liability Insurance, and Automobile General Liability Insurance.

The aforesaid insurance policies purchased by Contractor and the Certificates of Insurance issued pursuant thereto shall contain a provision that the coverages provided under the policies, as well as the policies, will not be canceled or materially changed unless the companies provide RCPS with sixty (60) days' written notice of the intent to cancel a policy, or cancel or materially change the coverages provided under the policy. RCPS shall also

be named as an additional insured on Contractor's insurance policies. Each party will provide immediate notice to the other party of (i) any accident (ii) any other condition or occurrence which arises out of the provision of services under the Contract that may affect the insurance policies purchased by Contractor. Pursuant to Virginia Department of Education (VDOE) requirements, written accident reports shall be submitted to RCPS and VDOE within forty-eight (48) hours of each occurrence. In addition, in the event of an accident, Contractor shall immediately notify RCPS by verbal communication.

- i. Contractor shall provide a full-time supervisor who (i) is capable of coordinating the services provided by Contractor, (ii) serves as the primary point of Contractor communication with RCPS, and (iii) has a detailed working knowledge of the service area. RCPS shall have final approval of this supervisor or his replacement.
- j. Contractor shall promptly provide all information requested by RCPS that may be required to prepare reports, maintain records, and verify invoices. The information requested may include, but is not limited to, the following: accident information, insurance certificates, vehicle information (e.g., serial number, make, year, name of body manufacturer, seating capacity, etc.), mileage, stop times, driver information (e.g., license, physical exam, drug test, etc.), and other information as may be required by RCPS. Contractor shall fully cooperate with RCPS in providing necessary information to compile and submit reports and other documents required by State and Federal government or its agencies in a timely manner.
- k. Contractor shall conduct drug testing as requested by the District and as required by Federal, State and Local regulations.
- l. RCPS shall have the right to inspect any aspect of Contractor's operation relating to services provided under the Contract to determine compliance with RCPS requirements.
- m. Contractor shall be responsible for conducting orientation meetings annually or as needed. Contractor shall also provide continuous professional development training for its staff.
- n. Drivers assigned to transport disabled, special education, and/or pre-kindergarten students shall be given special training concerning the techniques of handling such children. This training will be the responsibility of Contractor. RCPS reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.



- o. A ten percent (10%) performance bond or irrevocable letter of credit **may be** required of the Contractor. The decision to require a performance bond or irrevocable letter of credit rests in the sole discretion of RCPS. RCPS will allow for a reasonable competitive additional cost to be paid to Contractor for the purposes of securing such bonding.

Note: Entities submitting proposals should clearly identify the additional cost associated with securing such bonding.

This performance bond or irrevocable letter of credit, if required, may be waived by RCPS upon the completion of a satisfactory period of service by Contractor. If required, Contractor shall deliver the performance bond or irrevocable letter of credit to RCPS no later than the date of execution of the Contract.

- p. Contractor shall be responsible for obtaining, at its own expense, any and all permits, licenses and/or governmental approvals necessary to fulfill its obligations under the Contract.
- q. Contractor shall be responsible, at its own expense for all fees, including but not limited to tolls and parking.
- r. At its own expense (except as covered by insurance or manufacturer's warranty), Contractor shall be responsible for the payment of all operating expenses of each vehicle, including, but not limited to, the cost of maintenance of each vehicle to assure that it meets Department of Motor Vehicles requirements and is kept in clean and good working condition. Contractor shall pay for all oil, anti-freeze, lubricants, washing, garage, highway road service, towing charges, permits for bridges with weight limits, parking fees and/or road tolls required or incurred in connection with the operation of the vehicles. Contractor shall pay for any loss to vehicle not covered by insurance.
- s. Contractor shall maintain effective two-way radio communication with each vehicle in operation. The equipment necessary to meet this requirement shall be kept in good working order at all times. Two-way communication must include RCPS schools and remaining Transportation administration.
- t. Contractor shall have the ability to use and/or interface with the computerized routing software (currently VersaTrans) used by RCPS. Training shall be obtained through a VersaTrans certified trainer (or certified trainer for any successor software.)
- u. Contractor must supply RCPS with a list of drivers' names and license numbers, an equipment list, and address(es) of maintenance facility(ies) within thirty (30) days of the start of each school year.

#### 4. **Availability of Information**

General information regarding RCPS Transportation operations is available upon request. Interested parties should contact Dawn Winter-Ware, Administrative Assistant to the Deputy Superintendent, at 540-853-2382.

RCPS will distribute to firms attending the Pre-RFP conference (described in *Item 7a* below) a data package that includes detailed information about current RCPS student transportation operations.

Requests for additional information subsequent to the Pre-RFP conference should be directed to Dawn Winter-Ware at 540-853-2382.

#### 5. **Submittal Requirements**

- a. Indicate the legal name of the entity and whether the entity is a sole proprietor, a partnership, a corporation, or other legal entity.
- b. Summarize the entity's general qualifications and background. This should include, but need not be limited to, number of employees, office locations, and history.
- c. Discuss the entity's previous work experience in school districts with a scope of services similar to the scope of services set forth herein. The entity's safety performance and driver training programs should be discussed in detail.
- d. Discuss the entity's approach to delivering the Scope of Services set forth above. Specific attention must be given to the following:
  - (i) The entity's intentions with regard to hiring and compensation (including benefits) of current RCPS Transportation personnel (it being understood that any current RCPS personnel hired must meet insurability requirements, current state law, and the contractor's established standards). The entity must also indicate how it proposes to supply drivers if the number of existing RCPS drivers hired is insufficient to deliver the Scope of Services.
  - (ii) The entity's intentions with regard to the acquisition and/or disposition of buses in the current RCPS fleet. Please note that ten (10) buses in the RCPS fleet are subject to an operating lease arrangement.
  - (iii) The entity's intentions with regard to the responsibilities of RCPS (e.g., development of routes, parent complaints) under the Contract

and the coordination of activities of RCPS personnel and personnel of Contractor.

- (iv) The entity's intentions with regard to the purchase of fuel – whether it should be purchased by RCPS or Contractor.
- (v) The entity's intentions with regard to the installation of safety equipment on each of the vehicles used to transport students. This includes, but is not limited to, digital cameras and GPS systems, and the monitoring and RCPS access to such systems.
- (vi) The entity's intentions with regard to the maximum age of buses operating in the fleet and any other operational limitations that the entity might place on vehicles.
- (vii) The entity's approach to vehicle maintenance, including preventative maintenance scheduling and inspection.

e. ***Indicate the entity's pricing approach for delivering the Scope of Services.***

In addition, the proposal must indicate the pricing implications of the following:

- (i) all one-time expenditures, including start-up costs
- (ii) the acquisition/disposition of buses in the RCPS fleet
- (iii) the performance bond or irrevocable letter of credit, if required
- (iv) rental of the existing Transportation Facility
- (v) purchase of fuel
- (vi) safety equipment (e.g., digital cameras and GPS systems) and the monitoring of such systems
- (vii) age or other limits on buses operating in the fleet

The entity's invoicing protocols and expectations regarding timing of payments by RCPS should also be set forth in this section.

f. Provide a list of three (3) school district references with contact information, number of years servicing the school district, and number of vehicles.

## 6. Evaluation Criteria

Timely-submitted proposals will be evaluated on the following criteria:

### a. Character

- Approach regarding the hiring of existing RCPS employees
- Approach to building a lasting business relationship with RCPS
- References
- Responsiveness of the proposal in addressing the challenges of commencing privatized student transportation services in an area where there is no history of such services
- Long term commitment to doing business in Roanoke, Virginia

### b. Capability

- Financial strength of the firm
- Technical experience of the firm
- Safety performance in settings similar to RCPS

### c. Cost

- 2009-10 turn-key cost to RCPS for Student Transportation Services
- Term of contract turn-key cost to RCPS for Student Transportation Services
- “First mover” benefits to RCPS for subsequent business expansion by the selected entity in southwestern Virginia

*Please note that, prior to award; RCPS shall have the right to request any information to provide evidence that an entity responding to this RFP is able to deliver the Scope of Services.*

## 7. Selection Process

### a. Pre-RFP Conference

A pre-RFP conference will be held on Friday, January 30, 2009, at 1:00 p.m. in the first floor Media Center of the RCPS Administration Building located at 40 Douglass Avenue, NW; Roanoke, VA 24012. **Attendance at the pre-RFP conference is mandatory.**

RCPS will distribute to firms attending the Pre-RFP conference a data package that includes detailed information about current RCPS student transportation operations. In addition, a tour of the existing Transportation Facility will be provided.

Failure to attend the pre-RFP meeting may result in rejection of your proposal submission. RCPS reserves the right to reject the proposal of any Contractor who does not attend the pre-proposal meeting.

**b. Proposal Due Date**

Proposals must be delivered to the Roanoke City Public Schools per the instructions below by no later than **Friday, February 20, 2009, at 3:00 p.m.**

**c. Administration Recommendation to Proceed**

By no later than close of business on **Tuesday, February 24, 2009**, RCPS will determine whether one or more of the proposals is of sufficient interest to proceed further with the review process.

Notice of this determination will be sent to each entity that submitted a proposal by no later than close of business on **Wednesday, February 25, 2009**. Such notice will not constitute a commitment by RCPS to award a contract to one of the proposers; rather, the notice will serve as confirmation that the RCPS review of the various proposals will continue.

This step is necessary since timing of this RFP has been coordinated with the RCPS budget development process for 2009-10. The School Board is scheduled to approve a categorical budget at its March 3, 2009 meeting. Posting of the proposed categorical budget will take place on Wednesday, February 25, 2009.

If the RCPS Administration believes there is sufficient encouragement that it will be able to conclude negotiations with at least one RFP respondent, the categorical budget presented to the School Board will presume privatization of Student Transportation Services.

**d. Short List of Candidates**

Assuming that the review process continues, by no later than **Thursday, February 26, 2009**, RCPS will short-list no more than three (3) firms for further consideration. Notification of short-listing will be provided to the selected respondents on that day.

**e. Finalist Presentations**

Each short-listed firm will be asked to make a presentation of its proposal on **Tuesday, March 3, 2009** in the first floor Media Center of the RCPS



Administration Building. Each finalist will be given one hour of time, including questions. Presentation times will be:

1:00 to 2:00 p.m. – Finalist #1

2:30 to 3:30 p.m. – Finalist #2

4:00 to 5:00 p.m. – Finalist #3

The order of presentation will be determined by lottery.

**f. Selection of Firm**

By no later than **Friday, March 6, 2009**, a preferred entity will be selected by the RCPS Administration. Subject-to-final-Board-approval contract negotiations will commence with the preferred entity.

**g. School Board Approval of Contract**

It is the wish of the RCPS Administration that the contract be ready for final School Board approval by no later than March 30, 2009. This will permit action to be taken at the April 7, 2009 School Board meeting. In the event contract negotiations are concluded sooner than March 30, 2009, every effort will be made to schedule an earlier special School Board meeting.

**8. Submission Requirements**

The original proposal and twelve (12) copies must be delivered no later than 3:00 p.m. on Friday, February 20, 2009 to:

Bruce Young  
Department of Purchasing and Financial Control  
Roanoke City Public Schools  
40 Douglass Avenue, NW  
Roanoke, VA 24012

Each copy shall be signed by the person or persons legally authorized to bind the proposer to a contract. A proposal submitted by an agent shall have a current Power-of-Attorney, certificate of authorization, or board resolution attached certifying agent's authority to bind the proposer in contract.

Proposals must be submitted in an appropriately marked sealed envelope. The front of the sealed envelope must (a) identify the submission as being in response to RFP #2643, (b) show the full name of the submitting organization, and (c) indicate the closing time and date of the bid. RCPS will not assume responsibility for bids not submitted in accordance with these submission requirements.

9. **Addenda and Clarifications**

Any addenda or clarifications to this RFP will be made available to all firms attending the Pre-RFP Conference described in Item 7a above. Oral explanations made prior to the opening of proposals do not form a part of this RFP or any submission made in response to this RFP.

It shall be the bidder's responsibility to obtain any addenda or clarifications published prior to the proposal due date by checking the RCPS website ([www.rcps.info](http://www.rcps.info)) where all such addenda or clarifications shall be posted. Since several addenda or clarifications may be issued for a single RFP, it is suggested that bidders check the RCPS website frequently.

10. **Proposal Term**

All proposals shall remain valid for a period of ninety (90) days after the bid due date.

11. **Proposal Withdrawl**

Withdrawl of proposals due to error shall be carried out in accordance with Section II-54(ii) of the Code of Virginia.

12. **Rejection of Bids**

The RCPS Deputy Superintendent for Operations, on behalf of the School Board, reserves the right to reject any and all proposals.

13. **Procedure for Protests**

Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Deputy Superintendent for Operations of the Roanoke City School Board no later than ten (10) days after the award or the announcement of the decision to award, whichever comes first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)

14. **Disclosure of Bid Contents**

Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the bid shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a

court; however, the offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is not acceptable and may result in rejection of the proposal.

**ROANOKE CITY PUBLIC SCHOOLS**  
**Roanoke, Virginia**

**GENERAL CONDITIONS OF BID**

1. The ROANOKE CITY SCHOOL BOARD of the City of Roanoke, Virginia, reserves the right to make the award by gross or item.
2. Trade name and grade of commodities offered must be stated on the bid sheet.
3. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.
4. Municipalities are exempt from all direct Federal and State taxes.
5. The right is reserved to decide when a deviation from specifications is of sufficient consequence when measured against the purpose for which the item will be purchased to justify including it for consideration. The ROANOKE CITY SCHOOL BOARD shall be the sole and final judge.
6. Bid specifications may only be amended by written addenda. Oral communications with any bidder by representatives of the Roanoke City Public School are not to be considered in preparing a bid in response to any invitation to bid, and only addenda signed by David Daniels, Director of Purchasing and Financial Control or Bruce Young, Purchasing Manager, shall be considered valid. A signed copy of all addenda shall be returned by bidder with their bid.
7. The right is reserved to cancel any contract and reject deliveries of any products not in accordance with the specifications. The ROANOKE CITY SCHOOL BOARD shall be the sole and final judge.
8. Awards will normally be made to the lowest responsive bidder, provided service and quality are considered to be equal to that offered by other bidders, but the right is reserved to make the award to other than the low bidder when it is in the best interest of the Roanoke City Public Schools To do so. The ROANOKE CITY SCHOOL BOARD will be the sole judge as to conditions affecting such interest. Insofar as it is consistent with the best interests of the Roanoke City Public Schools and provided quality, service, and cost are deemed equal in two or more suppliers, preference will be given in the following order: Roanoke City firms, area firms, and then state and out-of-state firms. No bidder will be given preference on the basis of race, national origin, sex, age, or creed. Right is reserved to waive any and all informalities and to reject any or all bids.
9. Bids must be signed, sealed, and received at the ROANOKE CITY SCHOOL BOARD, Purchasing and Contracts Department, 40 Douglass Avenue, N.W., School Administration Building with the proposal number, opening date, and bidder's name shown clearly on the face of the envelope. **BID/PROPOSAL PRICES MUST BE ENTERED ON YOUR FORM.** Bids will be opened publicly at the appointed hour, but officials reserve the right to take sufficient time following bid opening to study the various bids and to make recommendations to the School Board, which will make the award(s) by vote in open meeting. Purchase orders will be written as promptly as possible after award by the School Board.

10. Where articles or items of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to exclude other comparable brands unless followed by the word "only".
11. Should the delivery of any part of an order be delayed beyond time specified, or beyond a reasonable time if no time is specified, or should any portion of the products delivered fail to comply with the attached specifications, the ROANOKE CITY SCHOOL BOARD is to have the right to buy at market price for immediate delivery, and any excess in cost of same over the price named herein is to be paid by the contractor or deducted from any money due him thereafter.
12. The quantities required as stated on the attached specification sheet(s) are expressly agreed to be an estimate only and nothing herein or attached shall bind the ROANOKE CITY SCHOOL BOARD to purchase any specified amount of the product or services.
13. It shall be understood and agreed between parties to a resulting contract that the ROANOKE CITY SCHOOL BOARD shall not be obligated to purchase or pay for any products covered by such contract unless and until they are ordered and received by the buyer. Delivery of all items or service covered under the purchase contract is a pre-condition of payment, and the ROANOKE CITY SCHOOL BOARD shall have the option of withholding all payments due until the entire contract has been fulfilled (unless otherwise specified by the contract document).
14. All samples specified in bid (if any) must be identified with bidder's name and bid item number and delivered to the appropriate Supervisor's office prior to bid opening. Any samples that may be needed after bid opening must be available for immediate delivery to the same Supervisor's office. All samples are to be supplied at the bidder's expense. Samples may be reclaimed no later than ten (10) days following bid opening except those needed to compare with delivered material or used in testing and evaluating.
15. No bid changes will be permitted after bid opening. The unit price will prevail in event an error is made in computing totals.
16. Written request for withdrawal of a bid or any part thereof will be granted if such request is received prior to specified time of bid opening. Unless otherwise specified, all bids shall be binding for sixty (60) days following bid opening date.
17. Bidders failing to respond to three consecutive bids will be removed from our active bidder's list.
18. All resulting orders must be delivered as specified on the purchase order. All bid prices are to be F.O.B. Destination.
19. Any bidder desiring to offer comments or suggestions concerning the enclosed bid may do so five (5) days before bid opening date in the Department of Purchasing and Contract Services for the ROANOKE CITY SCHOOL BOARD. However, the comments and

suggestion shall not obligate the ROANOKE CITY SCHOOL BOARD to include the comments and suggestions in the bid documents or addenda.

20. The Roanoke City Public Schools reserve the right to negotiate a contract with the lowest responsive bidder should the lowest responsive bid exceed available funding.
21. Any bidder may protest the award or decision to award a contract by submitting a written protest to the Deputy Superintendent for Operations of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)
22. Employment discrimination by contract prohibited. -- All public bodies shall include in every contract of over \$10,000 the provisions in 1 and 2 herein:
  1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. (1982,c.647.) (Section 2.2-4311, Code of Virginia)
23. The bidder agrees that the Roanoke City School Board, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the bidder which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, or transcriptions.
24. If it is determined that a bidder is not authorized by the State of Virginia to sell the product or service being bid, or if a bidder is not an authorized distributor of the product or service being bid, the portion of the bid affected by these factors will be rejected.
25. If available funding is exceeded, Roanoke City Public Schools reserves the right to end the contract term early upon written notice to the vendor.
26. Only one (1) sealed bid or proposal submission is allowed per single operating entity.



27. The resulting contract from award of this bid is subject to the laws and jurisdiction of the Commonwealth of Virginia.

**MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION**

The Bidder (Proposer) shall complete the following information:

Is Bidder (Proposer) a qualified minority or women-owned business enterprise (MBE/WBE)?  
 Yes: \_\_\_\_\_ No: \_\_\_\_\_. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using subcontractors? Yes: \_\_\_\_\_ No: \_\_\_\_\_

In conjunction with the desire of the School Board of the City of Roanoke, VA’s policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

A. <u>Name of Firm</u>	<u>Person(s) Contacted</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

B. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Amount of Contract Subcontract</u>
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Bidder (Proposer) determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

C. If the MBE/WBE’s indicated in paragraph ‘A’ will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Results of Contact</u>
_____	_____
_____	_____

D. If unable to contact MBE/WBE’s, please indicate efforts made: (Attach additional sheet if necessary.)

\_\_\_\_\_

\_\_\_\_\_

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

BIDDER:

\_\_\_\_\_

(Firm)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Telephone)

\_\_\_\_\_

(Fax)

\_\_\_\_\_

(Ink Signature and title)

\_\_\_\_\_

(Date)

*(Seal and attest Seal if Proposal is by Corporation)*

**ROANOKE CITY PUBLIC SCHOOLS  
CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE**

1. A sworn statement or affirmation from the contractor that neither the contractor nor any of its employees have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child nor a crime of moral turpitude is mandated by Virginia Code Section 22.1-296.1.
2. Affirmation from the contractor that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Bid/Proposal-Number: \_\_\_\_\_ Company Name: \_\_\_\_\_

List of employee(s) assigned to the project:	

By signature below, I hereby certify that 1) a criminal background check has been performed as part of the employment process for the above listed persons and that based upon the results of such background check these individuals have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; 2) to the best of my knowledge and belief none of these individuals is currently the subject of any pending criminal charges involving a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; and 3) I do not nor shall I during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1985.

If the employees assigned to the project change, an updated copy of this form must be submitted to the Purchasing & Contract Office before an added employee can begin to work on the project.

Only employees on this list will be allowed on campus or be allowed to interact with students.

Name of Company Officer \_\_\_\_\_

Date \_\_\_\_\_

Signature of Company Officer \_\_\_\_\_

***CUT THIS OUT AND SECURELY ATTACH  
TO THE FRONT OF THE ENVELOPE***

**Cut Here**

Bidder's Name		
Bidder's Mailing Address		
Bidder's City, State, Zip		
Bidder's Contractor's Number		
<table border="1"><tr><td>Department of Purchasing and Financial Control Roanoke City Public Schools 40 Douglass Avenue, NW Roanoke, VA 24012</td></tr></table>		Department of Purchasing and Financial Control Roanoke City Public Schools 40 Douglass Avenue, NW Roanoke, VA 24012
Department of Purchasing and Financial Control Roanoke City Public Schools 40 Douglass Avenue, NW Roanoke, VA 24012		
Roanoke City Public Schools Closing Time and Date of Bid	<b><u>RFP No. 2643</u></b> <b><u>3:00 PM February 20, 2009</u></b>	

**Cut Here**

# Request for Taxpayer Identification Number and Certification

Completed form should be  
 returned to  
 Roanoke City Public Schools  
 Purchasing Dept.  
 40 Douglass Ave.,  
 Roanoke, VA 24012  
 Fax: 540-853-1679

PLEASE PRINT OR TYPE

Please type or print neatly.

**Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

**(DBA) or Business name**, if different from above. (See **Specific Instruction** on page 2)

Check appropriate box:  Individual  Sole proprietor  Corporation  Partnership  Other

**Procurement Mailing Address:** number, street, and apt. or suite no.

**Payment Address:** if different from legal address.

**Procurement City, state and ZIP code**

**Payment City, state and ZIP code**

**Procurement Phone #**

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Payment Phone #**

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Procurement Fax #**

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Payment Fax #**

( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email Address** (list address that PO's should be emailed to)

**Payment Email Address**

**Procurement Contact Person**

**Payment Contact Person**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

**Social security number**

- -

OR

**Employer identification number**

-

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

<b>Sign Here</b>	<b>Authorized Signature</b> ►	<b>Date</b> ►
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- Supplemental Vendor Information** (Check ALL that apply):
- |  |   |
|--|---|
| <input type="checkbox"/> Local Business  | <input type="checkbox"/> Roanoke City Public Schools employee |
| <input type="checkbox"/> Small Business  | <input type="checkbox"/> Minority Owned Business              |
| <input type="checkbox"/> Women Owned Business                                  |   |
| <i>Social Services Vendors only</i> <input type="checkbox"/> Day Care Provider | <input type="checkbox"/> Foster Care /Adoptive Parent         |
|  | <input type="checkbox"/> Other Social Services Provide        |





**Request for Proposals For  
Pupil Transportation Services**

**Bid # 10-0330**

**Issue Date:  
March 1, 2010**

**Date of Pre-Bid Meeting and Walk-through (Mandatory)  
March 9, 2010 – 9:00 a.m., local time**

**Proposal Due Date:  
March 30, 2010 - 2:00 p.m., local time**

**Walled Lake Consolidated Schools  
Pupil Transportation Services Proposal  
Educational Services Center  
850 Ladd Road, Building D  
Walled Lake, MI 48390**

**Late Proposals Will Not Be Accepted Or Considered**



Walled Lake Consolidated Schools  
850 Ladd Road, Building D  
Walled Lake, MI 48390

## **REQUEST FOR PROPOSALS FOR PUPIL TRANSPORTATION SERVICES**

The Walled Lake Consolidated Schools (the “School District”) is accepting Proposals from qualified professional organizations to provide professional pupil transportation services for the School District in accordance with the terms and conditions of this Request For Proposals For Pupil Transportation Services (the “RFP”). These pupil transportation services are intended to encompass both daily general education and special needs transportation from home to school and from school to home for eligible School District students, as well as athletic and extra-curricular transportation as requested by the District. Proposals should be submitted for a three (3) year period beginning July 1, 2010.

The School District currently provides a high level of pupil transportation service to students of all School District facilities. This RFP contains a detailed set of specifications and requirements for the scope of pupil transportation services required by the successful Contractor. Each Contractor shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the Contractor’s proposal and those exceptions are expressly agreed to by the School District in writing.

A **mandatory** Pre-Proposal Meeting will be held on **Tuesday, March 9, 2010 at 9:00 am local time** at the School District’s Administration Building, located at 850 Ladd Road, Building D, Walled Lake, MI 48390, for discussion of the RFP specifications and requirements, as well as to address questions Contractors may have regarding the RFP. A tour of the School District’s transportation maintenance facility will follow the Pre-Proposal Meeting from approximately 10:00 to 12 Noon. All Contractors are also responsible for attendance at the transportation maintenance facility tour. More details on the guided tour will be provided at the Pre-Proposal Meeting. **The School District feels strongly that due to the complexity of the transportation services of the School District, non-attendance at this Pre-Proposal Meeting and the tour will affect the viability of a Proposal from that Contractor. Attendance at both the Pre-Proposal Meeting and tour will be one of the factors considered in the Proposal evaluation process.**

Immediately following, you will find various instructions and requirements for Contractors regarding submission of a Proposal, the specifications and requirements for the transportation services requested by this RFP, and a form of contract under which the services shall be provided.

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- A3. Student Violation Log
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- B3. Form 4096

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- E1. District Bus Inventory Sheet**
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**Form of Contract**

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**Exhibit A – Facility Use Agreement**

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**Proposal Pricing Form**

**ATTACHMENT I**

**Familial Disclosure Affidavit**

## **I. OVERVIEW**

### **1.1. SUBMISSION DEADLINE AND REQUIREMENTS**

The due date and time for receipt of Proposals is:

**March 30, 2010 at 2 p.m. EST (the “Due Date”)**

- 1.1.1. Proposal Envelope:** An opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED  
PUPIL TRANSPORTATION SERVICES  
WALLED LAKE CONSOLIDATED SCHOOLS  
RFP #: 10-0330  
[Contractor’s Name]  
[Contractor’s Address]  
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follows:

WALLED LAKE CONSOLIDATED SCHOOLS  
Attention: Linda Newton  
850 Ladd Road, Building D  
Walled Lake, MI 48390

- 1.1.2. Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date specified above will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 1.1.3 Returned Proposals:** All Proposals received after the Due Date specified above will be returned to the Contractor unopened.
- 1.1.4 Signed Original Proposal:** Each Proposal must be an original, hard copy and be signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 1.1.5 Copies of Proposal:** The Contractor shall submit, along with the signed original Proposal, nine (9) complete copies of the signed original Proposal.
- 1.1.6 Opening of Proposals:** At the specified location and Due Date stated above, all Proposals timely submitted will be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

- 1.1.7 E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the Proposal itself, references in this RFP to “written” form of communications include e-mail.
- 1.1.8 Intent to Respond:** Each Contractor who intends to submit a Proposal in response to this RFP shall submit an “Intent To Respond” via e-mail to Linda Newton at LindaNewton@wlcsd.org, on or before **March 9, 2010**. The Intent to Respond shall include the name of the Contractor, the name of a contact person and that person’s e-mail address.
- 1.1.9 Additional Requests For Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarifications received after 12 noon on **March 23, 2010**. The response to any Request For Clarification will be provided to all parties that filed an Intent To Respond with the School District or attended the Mandatory Pre-Proposal Meeting. Requests For Clarification and inquiries may be made via electronic mail only. All Requests for Clarification or inquiries must be directed to Linda Newton as follows:

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT  
Attention: Linda Newton  
850 Ladd Road, Building D  
Walled Lake Consolidated, MI 48390  
E-mail:LindaNewton@wlcsd.org

- 1.1.10 Restrictions On Communication:** From the issue date of the RFP until a Contractor is selected and selection announced, a prospective Contractor shall not communicate about the subject of the RFP or a Contractor’s Proposal with the School District, its Board of Education, or any individual member thereof, administrator, faculty, staff, students, or employees, except for the Pre-Proposal Meeting and site/fleet inspection tour, or additional Requests for Clarification in accordance with Paragraph 1.1.9 above.
- 1.1.11 Addenda to the RFP:** If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that filed an Intent To Respond with the School District or attended the Mandatory Pre-Bid Meeting. All addenda shall become a part of the RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

- 1.1.12 RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to the RFP, and that the RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 1.1.13 Good Faith Deposit:** Each Proposal must be accompanied by a bid bond or certified check in an amount of 5% of the first year's total cost of the Contract, as a guarantee of Contractor's good faith on the part of the Contractor. If a bid bond is posted by a Contractor, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Walled Lake Consolidated Schools." The School District shall not be liable for any interest earned thereon. The good faith deposit shall be forfeited as liquidated damages, and not a penalty, if the Contractor withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Contractor fails to execute the form of Contract and provide insurance and bonds acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal, within fifteen (15) days of an award of a Contract to the Contractor. Good faith deposits shall be returned to all Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor.
- 1.1.14 Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 1.1.15 Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to negotiate with the Contractors concerning their Proposals.
- 1.1.16 Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- 1.1.17 Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 1.1.18 Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and

shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

**1.1.19 Collusive Bidding:** The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**1.2. SCHOOL DISTRICT PROFILE AND OVERVIEW**

This RFP contemplates and is intended to procure the Transportation Services under the form of Contract included in this RFP for the School District. The School District is located in the City of Walled Lake and eight adjoining municipalities in the County of Oakland, Michigan. Please refer to the accompanying information and attachments for demographic profiles of the School District and requisite operational information relative to the School District's current pupil transportation services.

**\*PLEASE SEE DETAILED INFORMATION FROM THE SCHOOL DISTRICT EVIDENCING THEIR CURRENT PUPIL TRANSPORTATION SERVICES ATTACHED HERETO.**

**OVERVIEW OF WALLED LAKE CONSOLIDATED SCHOOL DISTRICT**

- Schools
  - Elementary ..... 14
  - Middle ..... 4
  - High School ..... 3
  - Alternative High Schools/Vocational Schools..... 1
  - Support Facilities..... 4
  
- Students/Staff
  - September 2009 Enrollment ..... 15,590
  - Students Eligible For Transportation ..... 12,994
  - General Education Students Transported On Count Day. .... 11,005
  - Special Education Students Transported On Count Day ..... 270
  - Projected increase/decrease in future enrollment..... - 100
  
- Operating Budgets (2008/2009 final)

- District - .....\$167,180,963
- Transportation - .....\$7,944,304
- Vehicular Assets
  - Buses.....123
  - Support Vehicles .....1
- Routing Software .....VersaTran
- GPS System .....N/A
- Video Surveillance System.....Currently on 70 buses
- Mileage Data (2008/2009)
  - General Education .....1,000,422 miles
  - Special Education.....564,772 miles
  - Extra-Curricular/Field Trips .....67,582 miles
  - Summer Routes.....48,060 miles
- Number of Drivers .....113 (plus 11 substitutes on site daily)
- Number of Bus Aides (paraprofessionals).....15
- Daily Routes Run.....113
- Mid-Day Routes.....14
- Shuttles.....39
- Runs For Non-public school students.....2
- Shuttles For Non-public school students.....7

**1.3. OBJECTIVE OF RFP**

The School District currently provides pupil transportation services for the general education students and special needs students located within the School District. Through this RFP, the School District is seeking Proposals from **experienced** and **qualified** pupil transportation management companies to provide general education and special education pupil transportation, extra-curricular and athletic transportation requested by the School District, and bus fleet maintenance services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. The primary objective of this RFP is to offer experienced professional transportation management companies the



opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the School District. The Proposal must detail the company’s experience and expertise in assisting school districts of similar size and scope as the School District with their pupil transportation outsourcing process. The secondary objective of this RFP, subject to the terms and conditions of the Contract (as defined below), is to establish a mutually beneficial relationship with an experienced pupil transportation management company(ies) to provide the transportation services and bus maintenance services described herein. The School District may select one or more experienced and qualified pupil transportation management company(ies) to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide transportation of special needs students within the scope of this RFP. Past experience will also be judged by the references of each company that submits a Proposal. Staffing and experience with implementing and operating computerized routing software shall be included in the company’s qualifications. A major portion of the negotiations will include the financial terms of the Contract. Each company submitting a Proposal should be prepared to make a presentation to a committee of the School District, not to be more than thirty minutes in length.

This RFP specifically requests that all companies present their **qualifications** and **experience** in pupil transportation and bus maintenance services (please see Proposal Requirements and Proposal Format). The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole and absolute discretion.

**1.4. TERM OF CONTRACT**

The term of the Contract shall be for three (3) years with the School District having the option to renew the Contract, in its sole and absolute discretion, on a yearly basis, for up to three (3) additional years.

**1.5. SELECTION TIMELINE**

**The School District’s anticipated timeline for its selection process is:**

Issuance of this RFP	March 1, 2010
Deadline for written Intent To Respond	March 9, 2010
Mandatory Pre-Proposal Conference <b>9:00 AM</b>	March 9, 2010
Deadline for written Requests For Clarifications	March 23, 2010, 12 Noon
Due Date for Proposals	March 30, 2010, 2 p.m.
Contractor interviews and presentations	Week of April 12, 2010
School District’s expected award of Contract	April 22, 2010

**PLEASE NOTE:** The School District reserves the right, in its sole and absolute discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

**1.6. SCOPE OF SERVICES**

The successful Contractor shall provide services for:

- 1.6.1** Safe and reliable, on-time delivery of general education and special education students to and from school on a daily basis within School District defined parameters.
- 1.6.2** Efficient routing of all regular education, special education and other transportation needs of the School District, including but not limited to extracurricular and athletic routes and field trips, as outlined in the Contract. The Contractor may alter any of the existing routes of the School District, so long as all routes conform to all federal and state laws, as well as policies of the School District and all routes, or changes thereto, are approved by the School District prior to implementation.
- 1.6.3** Maintenance of the buses and transportation fleet. The Contractor will utilize certified mechanics to maintain the buses and transportation fleet of the School District. It is contemplated by this RFP that the School District's transportation maintenance facility will be available for the Contractor to use for the term of the Contract under the form of Use Agreement attached to this RFP. The School District's transportation maintenance facility is part of a multi- use complex with common areas and services. Therefore, the School District will maintain responsibility for all building maintenance, transportation fuel dispenser maintenance, grounds work, snow and ice removal, utilities, janitorial, and non-capital and capital expenditures reasonably required for the operation and use of this complex, provided that the Contractor will be liable for any damage to the transportation maintenance facility or complex caused by the acts or omissions of the Contractor, its employees, agents and contractors. The transportation maintenance facility shall only be used by the Contractor to provide all maintenance for the School District's bus fleet, as well as general fleet storage.
- 1.6.5** The selection, evaluation, training, compensation, and retention of transportation employees, including all necessary drivers, bus aides and management and clerical personnel. The School District may retain a transportation liaison in order to facilitate administration of the Contract and communication between the School District and the Contractor.
- 1.6.6** Work in conjunction with the School District regarding student discipline issues and carry out any student discipline directives of the School District.
- 1.6.7** Effective communication with the School District including, but not limited to, the School District administration and Board of Education, bus drivers, bus aides,

mechanics, transportation secretaries and with parents, students and the community.

- 1.6.8** Continuous analysis of the transportation operations of the School District in order to effectively manage costs, while maintaining service levels in accordance with School District expectations, policy and safety protocol. The Contract shall identify and implement operational efficiencies that will lead to cost reductions in the School District's Transportation Services.

## **1.7. PROPOSAL REQUIREMENTS**

This outlines the information that must be provided by the Contractor and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified. Please refer also to Sections 1.1, 5.1 and 5.2 of this RFP for additional Proposal requirements.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Contractor's overall qualifications. Each Proposal shall also include any other information that the Contractor feels is significant with respect to the School District making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in this RFP, the form of Contract or the form of Use Agreement contained in this RFP or any other special considerations or conditions requested or required by the Contractor **MUST** be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP, the form of Contract or the form of Use Agreement cannot be met. The selected Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP, the form of Contract and the form of Use Agreement in their entirety, except to the extent exceptions are expressly set forth in the Contractor's Proposal and those exceptions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Contractor's Proposal Forms provided as part of its Proposal.

Each Contractor shall submit its Proposal with firm pricing for a three (3) year term. Each Proposal shall include a transition plan/implementation schedule. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

Attached to this RFP is a form of contract under which the Transportation Services and Maintenance Services requested hereunder shall be provided by the successful Contractor (the "Contract") (*See also* Section 3.1 of this RFP). Should the successful Contractor elect to use the School District's transportation maintenance facility (the "Facility") to carry out the Transportation Services and Maintenance Services requested hereunder, attached is a form of use agreement for this facility (the "Use Agreement") (*See also* Section 3.1 of this RFP). The Contract and Use Agreement contain many details relative to the Transportation Services and Maintenance Services of the School District, the terms and conditions under which the Transportation Services and Maintenance Services shall be provided by the Contractor, and both should be reviewed carefully by each Contractor prior to submitting a Proposal. Any

exceptions to the terms and conditions contained in the Contract or Use Agreement, or any other special considerations or conditions requested or required by the Contractor relative to the Contract or Use Agreement shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met or other special conditions or considerations.

## **1.8. PROPOSAL FORMAT**

- 1.8.1** Contractors must provide information, which will serve as an introduction of your company on business letterhead.
- 1.8.2** Contractors must provide background and qualifications of the personnel who will be involved with the School District. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School District liaison would be placed.
- 1.8.3** Exceptions, including explanations, to the RFP, the Contract or the Use Agreement.
- 1.8.4** Contractors must provide detailed evidence that they are currently providing pupil transportation management services for other K-12 school districts. This should include school districts of similar size and scope as the School District.
- 1.8.5** Describe any other similar public K-12 school districts in which your company has contracted to provide pupil transportation services.
- 1.8.6** Contractors must provide detailed evidence of on-site, in district state-of-the-art computerized routing management experience and staffing that includes all facets of pupil transportation management and routing, and boundary planning.
- 1.8.7** Contractors must show evidence of successfully implementing and maintaining contemporary computer routing software programs. Include a description of qualifications for “in-house” staff dedicated to this critical area.
- 1.8.8** Contractors must provide evidence of resources available for research and development needed to keep abreast of the changing technologies in pupil transportation management.
- 1.8.9** Contractors must fully describe, and provide evidence and scope of, their formalized in-service training and educational programs for all employees, including management, staff, drivers, transportation aides and mechanics.
- 1.8.10** Technical capability – Contractors must provide evidence of all aspects of their transportation management capabilities. These should include human resources services, computer systems and capabilities.
- 1.8.11** Contractors must provide a Bid Bond in the amount equal to 5% of the 1<sup>st</sup> year total amount of the Contract.

- 1.8.12** Contractors shall provide evidence of ability to provide adequate insurance coverage to protect the interests of themselves and the School District. Contractor must provide evidence of insurance in the amounts set forth in the Contract.
- 1.8.13** Contractors shall provide documentation of sufficient financial resources to provide management services for a school district of this size and complexity.
- 1.8.14** Contractors shall meet all regulatory laws, codes, and requirements of Local, State, and Federal law that apply to Michigan public school districts and transportation services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq.*), the Pupil Transportation Act (MCL 257.1801 *et seq.*) and the Individuals with Disabilities Education Act (20 USC 1400 *et seq.*).
- 1.8.15** Contractor must describe any other resources to be provided by your company, not listed above, which would result in a safe and efficient pupil transportation system.
- 1.8.16** References – Contractors must provide K-12 public school references, including contact name, address, phone number, fleet size, and scope of services.
- 1.8.17** List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Contractor’s pupil transportation contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Contractor’s pupil transportation contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Contractor has been a party providing any type of pupil transportation services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) noncompliance of the Contractor’s supplies, equipment and services or the Contractor’s working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Contractor was found to have mistreated pupils in any manner. Therefore, it is contemplated under this RFP that workers’ compensation and unemployment proceedings are not to be deemed part of this requirement.
- 1.8.18** Contractors must include with their Proposal an audited financial report for the three (3) most recent fiscal years.
- 1.8.19** Contractors must include a schedule indicating the wages and benefits to be offered to employees of Contractor; provided however, the pricing contained in a Contractor’s Proposal must be based **only** on the wages and non-health related fringe benefits such as 401k plans, disability insurance etc., offered to the Contractor’s employees. Contractor’s Proposal and pricing **shall not** include the cost of medical, vision and/or dental insurance (“Health Benefits”) offered to its employees. The Contractor shall, however, provide in its Proposal the additional monthly charge to the School District per employee who elects to take the Health Benefits from the Contractor, based upon the employer/employee contribution

scenarios set forth in Section 4.2.

**1.8.20** Contractors must submit a letter setting forth its agreement to be bound with the terms and conditions of this RFP, and the Contract (and Use Agreement if applicable).

**1.8.21** Contractors must complete the Proposal Forms provided herein.

**1.8.22** Contractors must complete the Familial Disclosure Affidavit attached hereto as **ATTACHMENT I** and submit the same along with its Proposal.

**1.9. PROOF OF QUALIFICATIONS**

The School District will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as deemed necessary by the School District, as well as other sources.

**1.10. EMPLOYEES**

It must be understood that this RFP provides for the selection of a professional company to provide pupil transportation services, including any applicable extracurricular activity and field trip transportation, for all regular education and special education students within the School District, as well as all necessary bus fleet maintenance services in accordance with this RFP and the Contract. The Contractor shall consider all current School District transportation personnel who are interested in employment with the Contractor, but the Contractor shall be free to hire those individuals which it deems to be best qualified, in its sole and absolute discretion. However, as noted above, the School District may maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the School District.

Moreover, each Contractor shall understand that the bus drivers, bus aides, clerical staff and mechanics of the School District work under an organized labor union agreement. Applicable sections of these labor agreements are attached as part of the School District's operational information included in **ATTACHMENT D**.

**1.11. COMPANY'S RESPONSIBILITY**

All experienced and qualified Contractors are requested to submit a Proposal based on its experience and capabilities. The School District will select the Contractor(s), if any, deemed to serve the best interests of the School District to proceed with the negotiation process. The School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the Contractors.

**1.12. ORAL INTERVIEW**

The School District may require qualified Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Contractor's Proposal. In that case, the School District will

notify the Contractor's contact name as listed in its Proposal. In accordance with this RFP selection timeline, interviews will be scheduled during the week of April 12, 2010.

### **1.13. EVALUATION OF PROPOSALS**

Each Contractor submitting a Proposal should understand that the nature of the School District's pupil transportation operation is so complex that each and every facet of the operation may not be detailed in this RFP. The Contractor must document their expertise, experience, and approach based on their understanding of School District's requirements. The mandatory Pre-Proposal Meeting will give the Contractor an opportunity to ask the necessary questions regarding this RFP and the current pupil transportation operation. The Proposal must be complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

- **Management Capability** as shown by detailed evidence of Contractor's expertise, experiences, and references.
- **Business Stability** checked through various sources as well as the Proposal.
- **Routing Management Capability** as shown by detailed evidence provided by the Contractor and checked through various other sources.
- **Human Resources Management** as determined by references, and by checking other sources.
- **Cost** as indicated in the Proposal and through the negotiation process.

The School District will evaluate the Proposals, based on the above criteria as well as other methods. The School District will select the Contractor that it deems most qualified to serve the interests of the School District to proceed to the negotiation process.

## **II. SCHOOL DISTRICT OPERATIONAL INFORMATION**

This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract or Use Agreement (as described in Section 3.1 below) nor a careful review of the Contract and Use Agreement by the Contractor.

### **2.1. GENERAL OPERATING INFORMATION**

The School District covers approximately fifty-six (56) square miles and is located in the City of Walled Lake and eight adjoining municipalities in Oakland County, Michigan. As set forth in Section 1.2 above, the School District provides daily transportation services for approximately 11,275 students to and from school, operating one hundred thirteen (113) routes over approximately 9,000 miles daily in total. Additionally, the School District operates mid-day runs and shuttles on a daily basis for its general and special needs students. The School District operates various special needs transportation routes. The School District also currently provides transportation for various extra-curricular and field trips of the School District as requested by the individual school buildings of the School



District, as well as many transportation routes for the various clubs, groups and athletic teams of the School District. The School District operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as the School District's Board of Education Policy and Procedures, which policies and procedures are attached as **ATTACHMENT A**.

To conform with the State of Michigan's instructional time requirements, the School District has 170 required student attendance days per year. The School District schedules zero (0) calamity days per year. During the last school year, the School District used two (2) calamity days.

The School District's transportation budget for the current school year is \$8,139,805. Attached as **ATTACHMENT B** are copies of the School District's most recent transportation budget and the most recent transportation reports filed with State of Michigan agencies (SE 4094; SE 4096).

## **2.2. ROUTING**

**2.2.1. General Education Daily Routing:** The School District operates a total of eighty (80) daily transportation routes for regular education students and these routes are operated 170 days per year. See **ATTACHMENT C** for detailed routing information.

**2.2.2. Special Needs Daily Routing:** The School District operates a total of thirty-three (33) daily transportation routes for special needs students. The special needs routes are generally operated 170 day per year, however some special needs routes are operated throughout the year. Many of the special needs routes travel outside the School District's boundaries to transport students to Oakland County center programs. See **ATTACHMENT C** for detailed routing information.

**2.2.3. Mid-Day Routing and Shuttles:** The School District operates fourteen (14) mid-day routes. Generally, these mid-day routes are incorporated into the various buses/routes that operate the normal AM/PM routes. All fourteen (14) midday routes are for special education. The School District also operates ten (10) daily shuttles that shuttle students between District schools and to the County Technical Center. These daily shuttles are also incorporated into the various buses/routes that operate the normal AM/PM routes. See **ATTACHMENT C** for detailed routing information.

**2.2.4. Full-Year and Summer Routing:** The School District operates thirty-six (36) daily routes during the summer for a total of 48,060 miles/summer some of which are separate and distinct from any special needs routes that are operated during the summer/full-year. See **ATTACHMENT C** for detailed routing information.

**2.2.5. Extra-Curricular/Athletic Routes:** The School District provides transportation for its various school buildings, clubs, student organizations and athletic teams to and from various events, field trips and athletic contests throughout the year. During the 2008/2009 school year, the School District operated 2064 field trips during the school

day and for late activity/athletic trips (after normal school hours) totaling 7,896 hours with an approximate total of 67,582 miles/year.

**2.2.6. Vocational and Other Routes:** The School District operates thirteen (13) vocational shuttles per year. These vocational shuttles are part of the regular daily transportation routes. These shuttles transport students to the Oakland County Intermediate School District Southwest Technical Center in Wixom. The School District also transports approximately forty-five (45) non-public school students daily. These non-public school students are transported on various shuttles and two dedicated afternoon take-home routes. The School District does also minimally participate in cooperative bus transportation at this time, transporting one (1) student from another district. Currently, another district transports two (2) of our students. See **ATTACHMENT C** for detailed routing information.

### **2.3. SCHOOL DISTRICT TRANSPORTATION PERSONNEL**

The School District employs various management, bus driver, bus aide and maintenance personnel necessary for the provision of its transportation operations. This personnel information is provided for the purposes of detailing the School District's current operations. These are not requirements as to how the Contractor must operate.

**2.3.1. Management Personnel:** The School District employs one (1) supervisor, one (1) assistant supervisor/dispatcher, two (2) dispatchers/routers, and one (1) secretary. Of these employees, only the secretary is employed under a labor agreement. The non-union individuals are provided the following fringe benefits: health (with Rx coverage, vision, dental, paid vacation and holidays, term life insurance, long-term disability, pension and severance. Management personnel are responsible for numerous transportation department initiatives and programs that enhance communication with staff, students, parents and community members. Some of those responsibilities are included in the job descriptions in **ATTACHMENT D** and some are summarized below.

**2.3.1.1 Inclement Weather Responsibilities:** Management personnel shall be responsible for assisting District personnel in conducting road checks and providing feedback on safety issues when the District is considering whether to cancel school due to inclement weather. These services will be required at any hour of the day or night. The final decision about holding classes on an inclement weather day will be the District's sole decision and the Contractor shall abide by this decision and provide any and all transportation services required.

**2.3.1.2 Sex Offender Registry:** Management personnel shall be responsible for registering district zip codes with the Michigan State Police Sex Offender Registry database to receive regular updates on resident locations of convicted sexual offenders living within the District. This information shall be considered when creating or establishing bus stops.

**2.3.1.3 Student Safety Programs:** Management personnel shall prepare and participate in student safety programs that instruct students on proper bus riding practices. These programs include the Buster Safety Bus Programs conducted at each elementary school each year, practice bus evacuations conducted at each school three times per year and participation at Kindergarten Round Up programs that are held at each elementary school each spring.

**2.3.1.4 Back to School Packets:** Management personnel shall prepare and distribute back to school information for each school, including parochial schools and special needs departments, no less than two weeks prior to the start of the school year. This information shall include, but is not limited to, all transportation related information for their school including student lists, driver's information, and route and shuttle information. In addition, management personnel shall prepare and mail post cards to parents of all eligible students listing the bus number and specific pick up and drop off locations and times. Post cards shall be mailed one week prior to the start of school.

**2.3.2. Bus Driver Personnel:** The School District employs one-hundred thirteen (113) bus drivers. The School District also has eleven (11) substitute bus drivers on site daily. These individuals are employed under a labor agreement. These individuals, and the secretary, are provided the following fringe benefits: health (with Rx coverage), vision, dental and paid vacation. See **ATTACHMENT D** for detailed personnel information, wages, fringe benefits and applicable labor agreements.

**2.3.3. Bus Paraprofessional (Aide) Personnel:** The School District employs fifteen (15) bus paraprofessionals (aides) to provide assistance for special needs students. These individuals are employed under a labor agreement. These individuals are provided the following fringe benefits: health (with Rx coverage), vision, dental and paid vacation. See **ATTACHMENT D** for detailed personnel information, wages, fringe benefits and applicable labor agreements.

**2.3.4. Mechanic Personnel:** The School District employs one (1) mechanic foreman and five (5) mechanics to service the School District's transportation fleet. These individuals are employed under two separate labor agreements (one for the foreman and one for the mechanics). **These individuals are provided the following fringe benefits: health** (with Rx coverage), vision, dental and paid vacation. See **ATTACHMENT D** for detailed personnel information, wages, fringe benefits and applicable labor agreements.

## **2.4. SCHOOL DISTRICT TRANSPORTATION FLEET**

**2.4.1. Buses:** The School District maintains and operates one-hundred twenty-three (123) buses (the "Bus Fleet"). The School District owns all of the buses. It is the intent of this RFP that the School District will retain ownership of all buses used to provide the Transportation Services, except for buses purchased by the successful Contractor(s)

pursuant to the Contract. The School District's Bus Fleet ranges in age from one (1) to eleven (11) years. See **ATTACHMENT E** for detailed information on each bus, including: 1) bus number; 2) year bus manufactured; 3) body make and chassis make; 4) vehicle identification number ("VIN"); 5) current mileage; and 6) seating capacity. The Contractor shall utilize the Bus Fleet for the sole purpose of providing the Transportation Services for the School District under the terms and conditions of this RFP and the Contract and for no other purpose(s) without the School District's prior written consent.

**2.4.2. Bus Specifications and Equipment:** All buses currently used by the School District to provide its transportation services are operated, equipped and maintained in strict compliance with all applicable federal, state and local laws, rules and regulations, including but not limited to the Michigan Pupil Transportation Act, as well as all School District Board of Education policies, procedures, rules and regulations.

**2.4.2.1. Radio Communication Equipment:** All buses in the School District's fleet are equipped with two-way radio communication equipment. The successful Contractor may utilize the radio communication equipment currently installed in School District-owned buses, as well as spare equipment and the base station(s) for its on-site management personnel, at no cost. The successful Contractor shall maintain the entire radio communications system, and shall document existence of a maintenance contract annually to the School District, at its sole cost and expense. The successful Contractor may upgrade the radio communication system for the buses if it so desires, upon the prior approval of the School District. At the expiration or earlier termination of the Contract, all District-owned buses shall have radio equipment equal to that which is on those buses at the commencement of the Contract, which equipment shall be in good working order. The approximate cost to replace a bus radio is approximately \$250 installed.

**2.4.2.2. Video Surveillance System:** Seventy (70) buses in the School District's fleet are equipped with four (4) camera color video and audio surveillance systems. Additionally, two (2) portable recording cameras are available for placement in other buses as needed. The successful Contractor may utilize this video surveillance system currently installed in School District-owned buses, as well as spare equipment, at no cost. The successful Contractor shall maintain the entire video surveillance system, at its sole cost and expense. The successful Contractor may upgrade the video surveillance system, or may substitute this system for their own, at its sole cost and expense, upon the prior approval of the School District. At the expiration or earlier termination of the Contract, seventy (70) District-owned buses shall have equipment equal to that which is on those buses at the commencement of the Contract, which equipment shall be in good working order, as well as two (2) portable camera units. The approximate cost to replace a camera is \$2,200 (plus installation).

**2.4.3. Other Transportation Vehicles:** The School District maintains one (1) other vehicle

which is used for the School District's transportation operations. This vehicle is a 2006 Ford F250, service truck. The School District also owns various other vehicles used by the School District for its facility maintenance, grounds, food service and central stores operations (the "White Fleet"). The School District is seeking a quote from Contractors to provide maintenance services to the White Fleet on a cost per hour for labor and parts at cost.

- 2.4.4. Fuel:** The School District maintains two 12,000 gallon double-walled fiberglass diesel fuel storage tanks and one 6,000 gallon double-walled fiberglass unleaded gasoline storage tank. The tanks were installed in 1992. The tanks meet all Michigan Department of Environmental Quality ("MDEQ") guidelines. The School District will continue to provide and pay for fuel necessary for the School District's transportation operations. Fuel may only be used for the School District's operations. The School District currently utilizes a manual record keeping system to track fuel usage. The School District will require the Contractor to continue to utilize this system. The contractor may also propose an alternate fuel record keeping system for the School District's consideration.

## **2.5. TRANSPORTATION FACILITY**

- 2.5.1. General Facility Information:** The School District owns and operates a transportation maintenance facility located at 46740 West Pontiac Trail, Walled Lake, MI 48390 (the "Facility"). The Facility part of a multi-use complex that houses the District's maintenance, custodial, and food service operations, in addition to transportation maintenance and bus storage. The Facility includes a transportation maintenance garage with six bays and four (4) bus lifts, bus parking area, an attached bus wash bay, and space for offices and driver's lounge. The School District will allow the successful Contractor to use the Facility in order to provide the Transportation Services and Maintenance Services contemplated under this RFP and the Contract. The successful Contractor will be responsible for keeping the bus maintenance garage in a clean working order at all times, however, the School District will be responsible for all janitorial services, capital expenses for the Facility, except to the extent caused by the acts or omissions of the Contractor.

- 2.5.2. Facility Amenities and Equipment:** The Facility contains the following large tools and equipment: arc welder, press, brake lathe, sand blaster, electronic analyzer, four (4) bus lifts and a bus wash station. The School District also has inventory of spare parts which will be available to the successful Contractor to service the transportation fleet. The Facility office has the following office equipment which would be available to the successful Contractor: facsimile machine, desk top computers, copiers and a time/attendance machine. The Facility has several offices, a driver's lounge, a mechanics lounge and a fully functional kitchen.

## **2.6. STUDENT MANAGEMENT AND DISCIPLINE**

- 2.6.1. Bus Driver Responsibilities:** Bus Drivers are responsible for the safe management of their bus and when necessary, the initiation of student discipline in accordance with the Bus Code. Drivers are responsible for communicating with transportation

department management, school administrators and parents depending on the nature of a disciplinary infraction.

- 2.6.2 Management Responsibilities:** All disciplinary measures must be approved by the management of the transportation department. Management must also communicate with school administration and parents depending on the nature of the disciplinary infraction. Management is responsible for training all drivers on their student management and disciplinary responsibilities. A summary of the student discipline process and the Bus Code are included in ATTACHMENT A.

### III. CONTRACTUAL OBLIGATIONS

#### 3.1. FORM OF CONTRACT AND USE AGREEMENT

**3.1.1. Form of Contract:** This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached here to as ATTACHMENT F. The Contract contains many details relative to the transportation operations of the School District, as well as the terms and conditions under which the Transportation and Maintenance Services shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the Contract shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the School District's legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Transportation and Maintenance Services. This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor.

**3.1.2. Form of Use Agreement:** Should the successful Contractor elect to use the School District's Facility to provide the Transportation Services and Maintenance Services contemplated by this RFP and the Contract, such arrangement shall be memorialized using the form of use agreement attached hereto as ATTACHMENT G (the "Use Agreement"). The Use Agreement contains the terms and conditions under which the Facility shall be used and maintained by the successful Contractor. The Use Agreement should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Use Agreement, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the Use Agreement shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to

the reason such terms and conditions cannot be met. Following the selection of the successful Contractor by the School District, the Use Agreement will be finalized by the parties. The final Use Agreement shall be subject to the review and approval by the School District's legal counsel. The successful Contractor shall be responsible for snow removal from the buses. The District will be responsible for snow plowing at the Facility. The School District will allow the successful Contractor to utilize the fueling station located at the Facility. The cost of maintaining the fuel station and the cost of the fuel will be borne by the School District, except for neglect or misuse by the successful Contractor, its employees or agents. The successful Contractor will be responsible for any environmental contamination caused by its employees or agents. The School District will allow the Contractor to use, at no additional cost to the successful Contractor, existing large tools and special equipment. Such tools and equipment will be specified at the initiation of the Use Agreement and will be maintained at the Facility during the Use Agreement term and returned by the successful Contractor at the conclusion of the Use Agreement in like condition, normal wear and tear excepted. Unless approved by the School District in writing, the Facility and related equipment shall only be used for School District operations.

(NOTE: To the extent Capitalized terms are used throughout the remainder of this RFP, those terms shall have the same meaning as defined in the Contract or Use Agreement.)

### **3.2. CONTRACT CHARACTERISTICS**

**3.2.1. Contract Start-Up and Term:** The Contract shall commence as of July 1, 2010, and the initial term of the Contract shall be for three (3) years. The School District shall have the option, in its sole and absolute discretion, to renew the Contract by up to three (3) additional years on a year-to-year basis, subject to the written approval of the School District's Board of Education.

**3.2.2. Performance Bond and Insurance Certificates:** Within fifteen (15) days after receiving formal notification that the Contractor was awarded the Contract, the Contractor shall furnish the following to the School District:

**3.2.2.1. Performance Bond:** The Contractor shall indicate in their Proposal the annual amount which the School District would be charge if the School District elects, in its sole and absolute discretion, to require the Contractor to post a Performance Bond. The decision to require the Performance Bond rests in the sole and absolute discretion of the School District. If so required by the School District, the Performance Bond shall be in the full amount of the first year's total cost of the Contract, issued by a qualified surety naming the School District as an Obligee, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the State of Michigan and must be approved by the School District. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less



than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. The Performance Bond shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the State of Michigan. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this Paragraph, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. New Performance Bonds must be submitted annually to the School District if the School District elects to require a Performance Bond on an annual basis.

**3.2.2.2. Insurance Certificates:** An Insurance Certificate evidencing all insurance coverage required by the Contract.

**3.2.2.3. Failure to Furnish Bonds and Insurance:** If the Contractor refuses or fails to submit the Performance Bond, if required, and/or Insurance Certificates within the 15-day period, the School District will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the School District as liquidated damages, and the services may be awarded to another Contractor who submitted a Proposal in response to this RFP.

**3.2.3. Services:** The Contractor shall perform all of the services described below and make any arrangements that may not be described but that are necessary to perform such services.

**3.2.3.1. Transportation Services:** The Contractor shall provide safe, efficient and reliable, on-time transportation from home to school and school to home for general education, special needs students or those other persons eligible or authorized for transportation service on a daily basis in accordance with the School District's defined parameters and the terms and conditions of the Contract. The Contractor shall also provide safe, efficient and reliable, on-time mid-day transportation and shuttle service in accordance with the School District's defined parameters and the terms and conditions of the Contract. The Contractor shall also provide safe, efficient and reliable, on-time transportation for Students and authorized District personnel to and from those curricular and extra-curricular activities as requested by the School District, including, but not limited to, field trips, extra-curricular trips and athletic events, in accordance with the terms and conditions of the Contract.

**3.2.3.2. Maintenance Services:** The Contractor shall maintain all District-owned buses and Contractor-owned buses (as described in Section 3.2.6 below) serving the School District in a good and safe mechanical and operating condition. All such buses shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire term of the Contract. Bus exteriors shall be washed at least once every two weeks and more often as needed to maintain appropriate appearance,

particularly during the winter months. The Contractor shall maintain all buses in strict accordance with all State, Federal, and any other local government minimum standards for school buses, including but not limited to, the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 *et seq.* (the “Pupil Transportation Act”), and such additional requirements as set forth in the Contract. The Contractor shall maintain the buses so that their condition remains equal to or exceeds that condition recorded on the written inspection form provided to School District by the Contractor, normal wear and tear excepted. Mechanically, the buses shall be maintained in a condition approximating that set out by the original manufacturer. Replacement parts used for any District owned bus shall only be those which are “OEM approved” replacement parts. The Contractor shall be responsible for all costs and expenses associated with the maintenance of all District-owned buses and Contractor-owned buses serving the School District. Any major repairs authorized by the School District to District-owned buses such as transmission or engine replacement, shall be charged to the School District under an hourly fee for labor, and parts shall be charged at cost. All costs for labor and parts required for the maintenance and repair of the other transportation vehicles owned by the School District will be paid for by the School District at cost. The School District may elect to continue to provide replacement parts through its current vendors.

- 3.2.4. Personnel:** Throughout the Initial Term, and any Renewal Term(s) which is/are exercised, the Contractor shall provide all personnel (including management, bus drivers, bus aides, and clerical and maintenance personnel) necessary for the provision of the Transportation Services and Maintenance Services under the Contract. The School District may review all pre-employment and other records regarding any prospective or actual employee of the Contractor assigned to work under the Contract. The District may also request orally or in writing the removal of any prospective or actual employee or agent of the Contractor from working under the Contract. The Contractor shall comply with any such request.
- 3.2.5. Routing:** Contractor agrees to develop, and work in cooperation with the School District, if necessary, the most advantageous routing plan for the safety of students within the guidelines provided for in the Contract and the School District’s Board of Education policies. If routes need to be modified during the school year (i.e., new student is added or an Individual Education Plan (“IEP”) is modified), the Contractor shall implement any routing change as soon as possible, but in not more than five (5) days following notice from the School District.
- 3.2.6. Buses:** The Contractor will utilize those District-owned buses currently in service and identified by the District to provide the Transportation Services contemplated herein. Title to District-owned buses shall remain with the School District. The Contractor shall use District-owned buses only to provide the Transportation Services for the School District. The School District shall provide prior to the commencement of the Initial Term, the model, year, body type and odometer reading of each District-owned

bus that will be made available for use by the Contractor for the Transportation Services. The School District and Contractor will work to develop a schedule/plan to retire/remove District-owned buses from service. Any new buses which are necessary for the provision of the Transportation Services for the School District shall be purchased by, and title shall remain with, the Contractor. All costs associated with the new buses, including purchase and maintenance/repair, shall be borne by the Contractor. All buses servicing the School District shall be maintained and inspected in strict accordance with the terms and conditions of the Contract.

- 3.2.7. Hold Harmless/Indemnification:** The Contractor shall indemnify, defend and hold the School District harmless pursuant to the terms and conditions of the Contract (and the Use Agreement, provided the Contractor elects to use the Facility).

## **IV. PRICING QUOTES**

### **4.1. COST INDEXING**

Compensation for the Transportation Services described in this RFP MUST be fixed for the Initial Term (years one (1), two (2) and three (3)) of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene bi-annually with representatives of the School District, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract, including but not limited to, a decrease in the number of routes or a decrease in the number of bus drivers or other employees necessary to carry out the provisions of the Contract as contemplated herein. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District.

### **4.2. PRICING**

**4.2.1. Daily Transportation and Maintenance Services Pricing:** The School District is seeking Proposals that include, costs and pricing quotes which will maintain the School District's regular education and special education existing Daily Transportation Services. All regular and special education daily routing (including mid-day routes and daily shuttles) shall be quoted on a cost/route/day basis. This cost/route/day shall include any costs for the required Maintenance Services. As further discussed in Section 4.2.5 below, this pricing must **not** include the charge for Health Benefits.

**4.2.2. Other Transportation Pricing:** Proposals should also include quotes for extracurricular and late activity routes, i.e. field trips and athletic transportation, on a cost per hour basis.

**4.2.3. Bus Paraprofessionals (Aides):** The School District is also seeking the per/hour charge for any bus aides necessary to operate the Transportation Services contemplated under the Contract.

**4.2.4. White Fleet Maintenance:** The School District is seeking a quote from Contractors

to provide maintenance for the School District's White Fleet on a cost per hour for labor and parts at cost.

**4.2.5. Health Benefits:** The Daily Transportation and Maintenance Services Pricing shall not include any charges for Health Benefits that Contractor will offer its employees and shall be based only on the wages and non-health related fringe benefits such as 401k plans, life insurance, disability insurance etc., offered to the Contractor's employees. The Contractor shall, however, provide in its Proposal pricing the additional monthly charge to the School District per employee who elects to take the Health Benefits from the Contractor, based upon the following employer/employee contribution scenarios:

**4.2.5.1.** 50%/50% HMO and PPO

**4.2.5.2.** 60%/40% HMO and PPO

**4.2.5.3.** 75%/25% HMO and PPO

**4.3.5.4.** 80%/20% HMO and PPO

The School District will be charged, on a monthly basis, the "employer contribution" for each Contractor employee who elects to receive Health Benefits coverage. The Contractor employee will be responsible for the "employee contribution."

**4.2.6. Cost Increases:** Pricing and compensation for each Renewal Term or extension of the Contract shall be negotiated by the parties; however, any increase shall not exceed the lesser of: 1) the percentage increase, if any, as established by the Consumer Price Index, All Items, for the Detroit Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics; or 2) three percent (3%).

## **V. PROPOSAL**

### **5.1. PROPOSAL FORMS**

Each Contractor shall submit its Proposal using the Proposal Forms attached hereto as **ATTACHMENT H**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

### **5.2. PROPOSAL CHECKLIST**

In addition to the Proposal Forms and any information required under Section 1.9 above, please attach copies of the following documents to your Proposal:

**5.2.1.** Letter of Introduction of Contractor and Contractor's Background and Qualifications.

**5.2.2.** List of any and all Exceptions to this RFP, the Contract or the Use Agreement.

- 5.2.3. List of K-12 school districts currently being serviced by Contractor.
- 5.2.4. List of Contractor's References.
- 5.2.5. Contractor's Verification of Addenda to the RFP, if any.
- 5.2.6. Contractor's Audited Financial Reports for most recent three (3) years.
- 5.2.7. Contractor's familiarity with Routing Software Programs.
- 5.2.8. Contractor's In-Service training and Staff Educational Programs.
- 5.2.9. Contractor's Bid Bond.
- 5.2.10. Contractor's Insurance Certificate(s).
- 5.2.11. Contractor's List of any and all Litigation or Regulatory Proceedings.
- 5.2.12. Transition Plan/Implementation Schedule.
- 5.2.13. Familial Disclosure Affidavit.

## **VI. ATTACHMENTS**

Refer to Index of Attachments and associated documents.

# Utica Community Schools



## Request for Proposals

for

## Pupil Transportation Services

**May 6, 2011**

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School Safety Legislation Affidavit

## INVITATION TO SUBMIT PROPOSAL

Utica Community Schools will accept sealed Proposals for Pupil Transportation Services as described within the following specifications.

Proposers are to submit **five (5)** hard copies (one original and four copies) plus one electronic version on CD to:

Utica Community Schools  
Attn: Mark Davey  
Assistant Superintendent for Auxiliary Services  
Administrative Service Center  
11303 Greendale  
Sterling Heights, MI 48312

The envelope containing the Proposal must include the wording “**PROPOSAL: PUPIL TRANSPORTATION SERVICES.**”

Proposals must be personally delivered or sent by mail or express carrier. Proposals that are sent by facsimile or electronic mail will not be accepted or considered.

All Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner(s) and/or any employee of the Proposer and any member of the Board of Education or Superintendent of the Utica Community Schools. Proposals that do not include this sworn and notarized familial relationship disclosure statement will not be considered or accepted by the Board of Education.

All Proposals must be received on or before **2:00 p.m., Thursday, May 26, 2011**. Proposals received after that time and date will not be accepted or considered.

There will be a public opening of the Proposals at **2:00 p.m., Thursday, May 26, 2011**. All interested persons are invited to attend.

# 1 OVERVIEW

Utica Community Schools (also referred to throughout as the “School District”) is seeking Proposals from qualified pupil transportation management companies to provide Pupil Transportation Services for the School District. Utica Community Schools currently provides pupil transportation for some 21,000 students, including specialized transportation services for certain of its students with disabilities. Transportation services include transportation to and from school, various shuttles during the school day and transportation to and from some 3,300 off-site learning experiences, athletic trips and other extra-curricular activities each year. The School District currently maintains its own vehicle fleet.

The purpose of issuing this Request for Proposals is to assist the School District in determining whether it can meaningfully reduce the costs of pupil transportation. Proposers are requested to submit a Proposal that will reflect the lowest possible cost to the School District to provide the identified pupil transportation services in a safe and efficient manner.

In order to fully consider all cost saving opportunities, the School District requests that Proposers separately address the following School District options:

*Option #1:* The selected Contractor will be responsible for all aspects of pupil transportation for the School District. This will include routing and dispatch, as well as the operational management, maintenance and repair of the pupil transportation fleet. Maintenance of the School District’s “White Fleet” should be quoted on a cost per hour basis for labor, with parts to be supplied at Contractor’s cost.

*Option #2:* The selected Contractor will be responsible for only the specialized transportation required for pupils with disabilities.

*Option #3:* The selected Contractor will provide pupil transportation for only the School District’s athletic trips.

*Option #4:* The selected Contractor will be responsible for providing transportation for only the School District’s off-site learning experiences and other extra-curricular activities.

*Option #5:* In addition to the separate bids required to be submitted for Options #2, #3 and #4, above, a Proposer may, but is not required to, submit a combined bid for these three Options.

Given the size and complexity of this undertaking, particularly Option #1, Utica Community Schools prefers that Proposers have at least three (3) years of experience providing all aspects of pupil transportation, including dispatch, routing, operational management, maintenance and repair for public K-12 school districts. Demonstrated ability in transitioning or starting up operations of this scope will also be an important



consideration. At least three (3) references from public school districts in the State of Michigan are requested, among the references submitted as part of the Proposal.

Utica Community Schools would also welcome suggestions from Proposers for realizing efficiencies in the delivery of Pupil Transportation Services. Proposers are encouraged to include voluntary alternates, in addition to the required School District Options #1-#4, above, as well as other suggestions for consideration by Utica Community Schools.

Utica Community Schools will select the Proposal, if any, that it determines best meets the needs of the School District. The Contract will be awarded, if at all, to the responsible Contractor that provides the best value, while meeting the specifications that have been identified by the Board of Education. As noted above, the cost aspect of the Contractor Proposal is very significant, as this is the impetus for issuing the Request for Proposals. The Board will also closely consider the proven ability of the Contractor to satisfactorily perform the Contract so that the transportation needs of the School District are met. Student safety is, at all times, paramount.

It must be emphasized that acceptance of a Proposal by Utica Community Schools through this process does **not** constitute a Contract. A Contract will be developed through post-acceptance discussions between Utica Community Schools and the selected Proposer. The Board of Education must formally approve execution of a Contract before the document has any legal effect.

## **2 UTICA COMMUNITY SCHOOLS PROFILE**

Utica Community Schools is located in Macomb County, Michigan. It serves the City of Utica, part of the City of Sterling Heights, the Charter Township of Shelby and parts of Macomb, Ray and Washington Townships. Utica Community Schools is the second largest school district in the State of Michigan, providing services to more than 28,000 students. The School District is comprised of four (4) high schools, seven (7) junior high schools and twenty-five (25) elementary schools.

### **2.1 General Operational Information**

The School District provides daily transportation services for some 21,000 students, operating more than two hundred (200) routes per week. The School District operates mid-day runs and shuttles on a daily basis for students enrolled in general education and also operates various special education transportation routes. The School District also currently provides transportation to certain nonpublic school programs, as well as for various off-site learning, extra-curricular and athletic trips. The School District operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as the School District's Board of Education Policies and Procedures.

The School District currently provides transportation service for 180 school days per academic year. Certain additional days of transportation are provided for students

enrolled in special education programs and for students participating in athletic events and other activities when school is not otherwise in session.

## **2.2 Routes**

Utica Community Schools utilizes Edulog software, through a licensing agreement, for its pupil transportation routing. *Attachment D* to this RFP document contains representative current routing information. Routing is required for the following:

### **2.2.1 General Education Daily Routing**

The School District operates daily, regular education transportation routes.

### **2.2.2 Daily Routing for Students with Disabilities**

The School District operates daily transportation routes for some of its students with disabilities. Many of the special education routes travel outside the School District's boundaries to transport students to center programs.

### **2.2.3 Mid-day Routing and Shuttles**

The School District operates mid-day routes that are generally incorporated into the various regular AM/PM routes. The School District also operates daily shuttles during the school year, of varying frequency.

### **2.2.4 Special Education and Summer Routing**

The School District operates daily routes during the summer for students attending special education programs that are separate and distinct from any special education routes that are operated during the regular school year.

### **2.2.5 Off-Site Learning Experiences/Extra-Curricular Activities/Athletic Routes**

The School District provides transportation for its various school buildings, clubs, student organizations and athletic teams to and from various events, field trips and athletic contests throughout the year.

### **2.2.6 Vocational, Nonpublic and Homeless Routes**

The School District operates vocational routes that are part of the regular AM/PM routes. The School District also transports a number of non-public school and some homeless students on a daily basis.

### **2.3 School District Pupil Transportation Personnel**

The School District currently employs the following personnel in meeting its pupil transportation obligations:

- 240 Bus Drivers;
- 1 Bus Aide;
- 9 School Bus Skilled Trade Mechanics;
- 1 School Bus Skilled Trade Mechanic (Head);
- 1 School Bus Skilled Trade Mechanic (Shift Leader);
- 1 Director of Transportation;
- 2 Supervisors;
- 1 Dispatcher;
- 3 Secretaries; and
- 1 Payroll person

All of these positions are within the Scope of the RFP and will be eliminated in the event a Contract is entered into through the RFP process.

### **2.4 School District Transportation Fleet**

#### **2.4.1 Buses**

The School District owns two hundred forty-six (246) school buses which it maintains and operates. It is the intent of this RFP that the School District will retain ownership of these buses used to provide the Pupil Transportation Services, and lease the same to the Contractor. The School District and the Contractor will work cooperatively to develop a schedule to retire District-owned buses from service. An average life for the bus fleet of not to exceed eight (8) years is contemplated. Any new buses required in order to provide the Pupil Transportation Services will be purchased by the School District and similarly leased to the Contractor. The School District will also retain title to these buses.

The School District's bus fleet ranges in age from one to twelve years. See *Attachment E* for detailed information on each bus, including: 1) bus number; 2) year bus manufactured; 3) body make, chassis make and seating capacity; and 4) vehicle identification number ("VIN").

#### **2.4.2 Bus Specifications and Equipment**

All buses currently used by the School District to provide its transportation services are operated, equipped and maintained in strict compliance with all

applicable federal, state and local laws, rules and regulations, including but not limited to the Michigan Pupil Transportation Act, as well as all School District Board of Education policies, procedures, rules and regulations.

### **2.4.3 Other School District Vehicles**

The School District also owns and maintains a number of other vehicles. The maintenance of these vehicles is part of School District Option #1 under this RFP, with compensation to the Contractor to be provided on a cost per hour basis for labor and reimbursement for parts at Contractor's cost. Information concerning these vehicles is found in *Attachment F*.

### **2.4.4 Fuel**

The School District maintains a 30,000 gallon diesel fuel storage tank. This tank meets all Michigan Department of Environmental Quality ("MDEQ") guidelines. The School District will continue to provide and pay for fuel necessary for the School District's transportation operations. Fuel may only be used by Contractor for the School District's operations.

### **2.4.5 Other "Consumables"**

Other typical consumables, such as engine oil, and brake, power steering and transmission fluids, are the responsibility of the Contractor.

## **2.5 Transportation Maintenance – Auxiliary Services Facility**

### **2.5.1 General Facility Information**

Maintenance of the School District's pupil transportation vehicles and "white fleet" is currently performed at the School District's Auxiliary Services Facility. The Facility, which is located at 6600 18 Mile Road, Sterling Heights, Michigan 48314, has a 24,000 square foot garage area. The Facility is shared by the School District's transportation, maintenance, grounds, operations and security departments. A description of the Facility and its contents is provided in *Attachment G*. The School District will make the Facility available for Contractor use in accordance with the terms of a Facility Lease Agreement (*Attachment B*).

### 3 PROCESS

#### 3.1 Selection Timeline

Utica Community Schools' anticipated timeline for the selection process is:

Issuance of the RFP Document	Friday, May 6, 2011
Pre-Proposal Meeting (mandatory)	9:00 a.m., Saturday, May 14, 2011
Deadline for Written Requests for Clarifications	4:00 p.m., Tuesday, May 17, 2011
Deadline for Filing "Intent to Propose"	4:00 p.m., Friday, May 20, 2011
Deadline for Proposals	2:00 p.m., Thursday, May 26, 2011
Bid Opening	2:00 p.m., Thursday, May 26, 2011
Interviews	May 31-June 3, 2011
Contract Approval by Utica Community Schools Board of Education	June ____, 2011
Implementation of Contract	July 1, 2011

Utica Community Schools reserves the right to modify any part of the above identified schedule.

#### 3.2 Mandatory Pre-Proposal Meeting

Due to the scope of the work involved in this RFP, particularly under School District Option #1, a mandatory pre-Proposal meeting **will be held at 9:00 a.m., Saturday, May 14, 2011** at Utica Community Schools, Auxiliary Services Facility, located at 6600 18 Mile Road, Sterling Heights, Michigan 48314. The meeting will include a tour of the Facility. Proposals will not be accepted from Contractors who do not attend this pre-Proposal meeting.

#### 3.3 Requests for Clarification

Prospective Proposers may request that Utica Community Schools clarify information contained in this RFP. All such requests must be made in writing, preferably sent by email to **Purchasing@uticak12.org** no later than **4:00 p.m., Tuesday, May 17, 2011**. Utica Community Schools will prepare a written response to all written requests for clarification and provide the same to all parties who have submitted an Intent to Propose.

#### 3.4 Intent to Propose

Any company that intends to respond to this RFP shall submit an Intent to Propose (*Appendix AI*), including the name of a contact person, together with an address,

facsimile number and email address, to **Purchasing@uticak12.org** no later than **4:00 p.m., Friday, May 20, 2011**. Proposers are to submit the “Intent to Propose” and other communications (**except the Proposal**) by email. Utica Community Schools intends to send future communications (*e.g.*, RFP clarifications and addenda) to Proposers by email, except for any Proposer not listing an email address or declining such means of communication in its Intent to Propose. Again, except for the Proposal itself, references in the RFP to ‘written’ form of communications include email.

### **3.5 RFP/Proposal Information Controlling**

Utica Community Schools intends that the RFP contain all necessary information and that all Proposers have equal access to information relative to the RFP. Each Proposer shall prepare its Proposal based only on the information contained in the RFP document itself, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the RFP and any information previously provided must request Clarification (refer to Section 3.3). No information communicated to or from a Proposer, either verbally or in writing, shall be effective unless contained within the RFP, an addendum to the RFP, or a written response provided by the School District to a Request for Clarification.

### **3.6 Addenda to RFP**

If it becomes necessary to revise any part of the RFP, notice of the revision will be emailed in the form of an addendum to all parties who have submitted an Intent to Propose. All addenda shall become a part of the RFP. In order to avoid any miscommunication, each Proposer is expected to include as a part of its Proposal a completed *Appendix A5*, acknowledging all addenda that it has received.

### **3.7 Restrictions on Communication**

From the issue date of the RFP until the Contract is awarded, Proposers shall not communicate about the subject of the RFP or a Proposer’s Proposal with Utica Community Schools, its Board of Education members, administrators or other employees except for Requests for Clarification submitted in accordance with Section 3.3.

### **3.8 Submission of Proposals**

In order to be considered, a Proposal conforming in all respects to the provisions of this Request for Proposals document must be submitted no later than **Thursday, May 26, 2011, at 2:00 p.m.**

The sealed envelope containing the Proposal is to be addressed, and timely delivered, to:

UTICA COMMUNITY SCHOOLS  
Attn: Mr. Mark Davey  
Assistant Superintendent for Auxiliary Services  
Administrative Service Center  
11303 Greendale  
Sterling Heights, MI 48312

In the lower left-hand corner, the envelope should include the following:

Pupil Transportation Services Proposal

**3.9 Bid Bond**

Each Proposal shall be accompanied by a surety or bid bond or certified check, in a form satisfactory to Utica Community Schools, in the amount of five (5%) percent of the Proposer's bid for the first year of the Contract. This will serve as a guarantee to Utica Community Schools, to be forfeited if the Proposer withdraws its Proposal, fails to execute a form of Contract acceptable to Utica Community Schools based on the RFP and the Proposal, or fails to provide the required Performance Bond.

Within five (5) business days following the award of a Contract to a Proposer, bid bonds or other good faith deposits will be returned to all other Proposers.

**3.10 Irrevocability of Proposals**

A Proposal, once submitted, shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the date and time for receipt of Proposals set forth above.

**3.11 Proposal Costs**

Each prospective Proposer is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, in otherwise responding to the RFP, and for any negotiations incidental to its Proposal or the RFP. Utica Community Schools will not pay or assume responsibility for any such costs.

**3.12 Opening of Proposals**

At the time and date stated above, all submitted Proposals will be opened and dated. Any interested parties may attend. No immediate decision will be made on the Proposals.

**3.13 Selection**

The intent and purpose of the Request for Proposals is to allow Utica Community Schools to optimize resources and save costs by contracting with an experienced and

proven pupil transportation company to assume responsibility for all of the School District's Pupil Transportation Services. This includes the provision of all personnel, training and management for pupil transportation, including dispatch and routing, as well as the operational management, maintenance and repair of the pupil transportation vehicle fleet. Payment of any associated taxes and obtaining and paying for any required licenses will be the responsibility of the Contractor.

Utica Community Schools may select one or more qualified pupil transportation management Contractors to proceed with the interview process from those submitting Proposals. The process will include the review and evaluation of the manner in which the Contractor intends to provide Pupil Transportation Services, including fleet maintenance services, within the scope of this RFP. Past successful experience will be a significant factor and the references supplied by each Contractor may be contacted, as deemed necessary by the School District.

### **3.14 Reservation of Rights**

Utica Community Schools reserves the right, in its sole discretion, to accept or reject any or all Proposals, in whole or in part, with or without cause. Utica Community Schools further reserves the right to waive any irregularity or informality in the RFP process, as well as the right to award the Contract to other than the Proposer submitting the lowest or best financial Proposal. Utica Community Schools reserves the right to request additional information from any or all Proposers and also reserves the right to negotiate with the Proposers concerning their Proposals.

### **3.15 Release of Claims**

Each Proposer, by submitting its Proposal, releases the School District from any and all claims arising out of, or related to, the RFP process and selection of a Contractor.

### **3.16 Performance Bond**

The Proposer awarded the Contract will be required to furnish Utica Community Schools with a Performance Bond satisfactory to Utica Community Schools in an amount equal to the Proposer's base bid for the first year of the Contract. The successful Proposer may bill Utica Community Schools a lump sum for the same, within the first ninety (90) days of the Contract term, with no price mark-up. The cost for the Performance Bond shall be included as an 'add alternate' on the Proposal.

The purpose of the Performance Bond requirement is to secure the faithful performance of the Contract and to financially protect Utica Community Schools against the cost to hire a different Contractor to fulfill the Contract requirements, if unfulfilled by the original Proposer. The awarded Contractor must deliver the required Performance bond to Utica Community Schools at the time the Contract is executed.



The Performance Bond must be issued by a quality surety licensed to do business in the State of Michigan. The bonding companies are limited to those listed on the U.S. Department of Treasury Circular 570. The U.S. Department of Treasury Circular 570 can be viewed at the following web site: [http://fms.treas.gov/c570/c570\\_a-z.html](http://fms.treas.gov/c570/c570_a-z.html). Utica Community Schools is to be listed as an obligee on any Performance Bond.

If Utica Community Schools requests that the Contractor provide a Performance Bond in one or more subsequent years of the Contract, the price increase to be paid by Utica Community Schools will be limited to five (5%) percent per year.

#### **4 PROPOSAL REQUIREMENTS**

This portion of the RFP outlines the information that must be provided by each Proposer and the required format for the Proposal. Any Proposal that does not include the required information or does not otherwise conform to the format specified may be rejected. Please refer also to the Submission Deadline (Section 3.8) for additional requirements.

Proposals must demonstrate an understanding of the scope of the work and the ability to accomplish the tasks set forth and must include information that will enable Utica Community Schools to determine the Proposer's overall qualifications. Each Proposal shall also include a transition plan to accomplish a change to a contracted service arrangement. Each Proposal may also include any other information that the Proposer feels is significant to enable Utica Community Schools to make an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in the RFP or the Contract, or any other special considerations or conditions requested or required by the Proposer shall be enumerated by the Proposer and be submitted as part of its Proposal. Proposer shall include an explanation of the reason(s) such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in the Comply/Exception Form (*Appendix A7*) of the Proposal, and those exceptions are expressly accepted, in writing, by Utica Community Schools. All pricing factors must be clearly indicated in the Proposer's pricing schedule provided as part of the Proposal.

Each Proposer shall submit its Proposal for the full Contract term, commencing **July 1, 2011** and continuing through **June 30, 2014**, unless earlier terminated by the action of either or both parties in accordance with the terms of the Contract.

##### **4.1 Proposal Format**

Required response forms have been included in *Appendix A*. All such forms must be completed and submitted in order for a Proposal to be considered.

#### **4.1.1 Introductory Letter**

Proposers should provide a letter on company letterhead which serves as an introduction to their company.

#### **4.1.2 Appendices (Required)**

##### **4.1.2.1 Appendix A1: Intent to Propose/Statement of Non-Proposal**

Proposers must complete and submit an Intent to Propose.

##### **4.1.2.2 Appendices A2 and A3: Bid Summary and Pricing Details**

Proposers must complete the Bid Summary and Pricing Detail Appendices, clearly identifying Proposer's pricing.

##### **4.1.2.3 Appendix A4: Bid Signature**

Proposers must complete the official Bid Signature Form.

##### **4.1.2.4 Appendix A5: Contractor's Signed Acceptance**

Proposers must complete the Contractor's Signed Acceptance Form, which includes acknowledgement of the receipt of any addenda to the RFP.

##### **4.1.2.5 Appendix A6: Contractor Background Questionnaire**

Proposers must complete the Contractor Background Questionnaire providing background information about their company and the qualifications of Contractor's personnel who would be involved with Utica Community Schools.

##### **4.1.2.6 Appendix A7: Comply/Exception**

Proposers must complete the Comply/Exception Form in a point-by-point response format in which they indicate either an intent to "Comply" or note an "Exception" to each RFP requirement. Proposers are to include an explanation for any exceptions.

##### **4.1.2.7 Appendix A8: Subcontractors**

Proposers must indicate whether subcontractors are intended to be used and, if so, provide references for the subcontractors.

**4.1.2.8 Appendix A9: References**

Proposers shall complete the References form, including a contact name, address, phone number, and email address for each. It is suggested that at least two (2) of such references be from Michigan public school districts.

**4.1.2.9 Appendix A10: Familial Relationship Affidavit**

Proposers must provide a sworn and notarized Familial Relationship Affidavit, disclosing any familial relationship that may exist between the owner or any employee of the Contractor and any member of the Board of Education of Utica Community Schools or the Superintendent.

**4.1.2.10 Appendix A11: Non-Collusion Affidavit**

Proposers must provide a sworn and notarized Non-Collusion Affidavit.

**4.1.2.11 Appendix A12: Compliance with School Safety Legislation Affidavit**

Proposers must complete a sworn and notarized Compliance with School Safety Legislation Affidavit.

**4.1.3 Additional Information (Required)**

The following information is also to be included within the Proposal. No particular format is required.

**4.1.3.1 Organizational Chart, Chain of Command**

Proposers must provide an organizational chart, reflecting the chain of command and reporting relationships within their company.

**4.1.3.2 Transition Plan**

Proposers must provide a summary transition plan to transfer transportation services from Utica Community Schools to the Contractor.

**4.1.3.3 Staff Continuity Plan**

Proposers must provide a staff continuity plan showing expected turnover rates for staff and how Contractor plans to prevent excessive

turnover of staff. The Proposer should also show how it will address absences in the event an employee is not available for work.

**4.1.3.4 Workers Compensation Experience Modification Factor**

Proposers must provide a Workers Compensation Experience Modification Factor on a document from the Proposer's Workers Compensation insurance carrier.

**4.1.3.5 Written Statement of Current Contracts**

Proposers must provide a written statement of current contracts, identifying school districts for which the Contractor is currently providing services similar to those specified in this RFP.

**4.1.3.6 Ability to Secure Necessary Parts and Supplies**

Proposers must provide a statement demonstrating their ability to secure necessary and adequate parts and supplies to perform the vehicle maintenance work.

**4.1.3.7 Pupil Transportation Management Services and Expertise**

Proposers must provide a statement and supporting evidence of all aspects of their transportation management and technical capabilities. These should include human resources services, computer systems and capabilities, and training programs for management and non-management personnel. The Proposer's initial and on-going training program shall include an itemized list of topics and the number of hours per year each of the Proposer's employees is required to complete.

**4.1.3.8 Insurance Certificate**

Proposers shall provide an Insurance Certificate providing evidence of ability to obtain adequate insurance coverage to protect the interests of both the Proposer itself and Utica Community Schools. Proposers must provide evidence of insurance, or ability to obtain insurance, in the amount of Ten Million (\$10,000,000) Dollars.

**4.1.3.9 Audited Financial Statements/Audited Financial Report**

Proposers shall provide their most recent audited financial statements which shall include a recent audited Financial Report.

#### **4.1.3.10 Litigation/Regulatory Proceedings List**

The Proposer shall provide a litigation/regulatory proceedings list, including all litigation or regulatory proceedings the company has been involved in within the last five (5) years. This may be limited to proceedings where the Proposer has been a party to a contract with a school district for services similar to those contemplated by this RFP, or in which the Proposer's working conditions and employment practices have been alleged to violate the Occupational Safety and Health Act or other state and federal requirements.

#### **4.1.3.11 Supplemental Documentation**

Proposers may provide supplemental documentation, not listed above, which further evidences Proposer's ability to provide safe and efficient Pupil Transportation Services.

### **4.2 Evaluation of Proposals**

The Proposal must be complete, clear and concise, and include all information specified above. The following factors, not listed in order of importance, are the principal criteria by which Proposals will be evaluated:

1. **Management Capabilities** as shown by detailed evidence of Proposer's expertise, experiences, and references. This will include the qualifications and experience of the managers/supervisors to be assigned by Proposer to Utica Community Schools.
2. **Business Stability/Corporate Support** checked through various sources. Ability to meet all applicable federal and state wage and safety requirements.
3. **Routing Management Capability** as shown by detailed evidence provided by the Proposer and checked through various other sources.
4. **Human Resources Management** as determined by references, and by checking other sources.
5. **Experience and Past Performance** providing pupil transportation services. Work history/performance as reported by references (names, addresses, and telephone numbers of principal parties).
6. **Transition Experience** helping public school districts transition from in-house staff to privatized staff.
7. **Proposer's Personnel** – Adequacy of staff in size, availability, and experience to perform the proposed work.

8. **Cost Control** as shown in documented history of meeting budgets and Proposer's plan for controlling costs in connection with the work. Controlling cost as indicated in the Proposal and explained through the process.
9. **Training/Education Programs.** Evidence of providing employee training/education in relevant areas with an emphasis on student and employee safety.

Utica Community Schools will evaluate the Proposals, based largely on the above criteria.

#### **4.3 Oral Interview**

Utica Community Schools may invite some or all Proposers to participate in an interview process to discuss their Proposal and to answer questions regarding the Proposal. Utica Community Schools will notify the qualified Proposer contact person, as listed in the Proposal, to arrange the interview. As per the RFP timeline, interviews are tentatively scheduled to be held from **May 31-June 3, 2011**.

### **5 PUPIL TRANSPORTATION SERVICES REQUIREMENTS**

#### **5.1 Scope of Services**

The Contractor shall provide Pupil Transportation Services and fleet maintenance services for a term commencing **July 1, 2011** and continuing through **June 30, 2014**.

##### **5.1.1 Services Included**

Safe and reliable on-time transportation of general education and special education students to and from school on a daily basis within School District defined parameters. Safe and reliable on-time transportation of students for extra-curricular events, athletic activities and field trips.

##### **5.1.2 Routing**

Contractor shall provide efficient routing for all pupil transportation needs of the School District under the particular Option selected by the School District. The Contractor may propose alteration of any of the existing routes of the School District, as long as the routes conform to all federal and state laws, as well as the policies of the School District. All routes must be approved by the School District prior to implementation.

##### **5.1.3 Management and Maintenance of Buses and Other Vehicles**

Contractor shall provide operational management and maintenance of the buses that are part of the pupil transportation fleet, within the fixed price established by its Proposal. Maintenance of other School District vehicles (the "White Fleet") will also be provided, with Contractor's costs for labor to be reimbursed on a cost

per hour basis and parts to be reimbursed at Contractor's cost. The Contractor will utilize mechanics certified by the State of Michigan to maintain all School District vehicles within this RFP.

#### **5.1.4 Pupil Transportation Personnel**

The Contractor shall be responsible for the selection, evaluation, training, compensation, and retention of pupil transportation employees, including all necessary drivers, management or supervisory and clerical personnel, as well as all vehicle maintenance employees.

## **6 CONTRACTOR'S OBLIGATIONS**

### **6.1 General**

The Contractor shall perform all the services described in the RFP and in the Contract, as well as those that may not be described but that are necessary to perform these services. The Contractor will provide all services throughout the term of the Contract. In addition, the Contractor will require all employees to follow all applicable Board policies and administrative regulations concerning appropriate behavior of persons in schools and other School District facilities.

### **6.2 Management**

The Contractor will provide management and clerical staff to coordinate all Contractor functions described in the RFP and Contract. In addition to such other personnel as may be required to administer the Contract, the Contractor shall employ and assign a responsible supervisor to act as the Contractor's designee in all matters relating to the Contract and the services performed under the scope of the Contract. At a minimum, the Contractor's operations office shall be adequately staffed from 5:30 a.m. until 5:30 p.m. during all days that school is in session. At Utica Community Schools' expense, suitable office space, phone, computer and furniture will be provided for clerical staff and two supervisors. Space will also be made available for the Contractor's employees to have lunch and secure personal items.

The Contractor agrees to advise Utica Community Schools, on a mutually agreed upon monthly schedule, regarding organizational and operations matters concerning the provision of Pupil Transportation Services.

### **6.3 Contractor's Communication with Administration**

Contractor will be required to effectively communicate with the School District's administration, all of Contractor's employees and parents, if necessary. The Contractor is required to have someone available, at all times between 5:30 a.m. and 5:30 p.m., to receive emergency calls. Where transportation to or from an activity is to be completed

after 6:00 p.m., the emergency contact shall be available until one hour after the last scheduled transportation event.

#### **6.4 Utica Community Schools – Contractor Liaison**

The Contractor shall designate a liaison person to be available to communicate with Utica Community Schools on any matters that may arise during the term of the Contract.

#### **6.5 Personnel**

The Contractor will provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the pupil transportation and vehicle maintenance work to be performed under this RFP and the Contract.

Staffing will be provided in accordance with Contractor's accepted Proposal, which should reflect what the Contractor, using its best professional judgment, believes is necessary to complete the required Pupil Transportation Services under this RFP. Safety of students and unimpeded delivery of the instructional programs is essential. It is the responsibility of the Contractor to provide sufficient personnel to ensure that these requirements of the RFP are met on a daily basis.

##### **6.5.1 Activities Outside of the Regular School Day**

As part of the Contract, the Contractor will be responsible for all School District transportation obligations, including those that fall outside of the regular school day.

##### **6.5.2 Weekend Activities**

The Contractor will be responsible for any transportation obligations of the School District that fall on weekends. Services for such work will, however, be billed as an extra and invoiced separately. Any extra hours for weekend work must be **authorized in advance** by Utica Community Schools.

##### **6.5.3 Employee Scheduling**

The contracted employees are to be scheduled in such a way that all students are safely and timely transported to their destination and there is no interruption or disruption of the educational process.

Utica Community Schools reserves the right to change any and all of the work schedules and, upon reasonable notice under the particular circumstances, the Contractor shall adjust its staffing to accommodate such changes.



#### **6.5.4 Absenteeism**

Contractor employee absenteeism can significantly and adversely affect the pupil transportation needs of Utica Community Schools. The successful Contractor must maintain a pool of trained and qualified substitutes with the required background checks who are available at short notice to ensure that the pupil transportation needs of Utica Community Schools are fully met in the event of illness or injury.

It is expected that the Contractor will always operate with a full complement of staff. On days that are not fully staffed, a deduction will be made against the Contractor's regular invoice for the hourly rate of the employee.

The Contractor must also keep records of absenteeism. This data must be provided to Utica Community Schools upon request.

If the Contractor's Supervisor is unavailable for work under the Contract for more than three (3) consecutive work days, the Contractor will immediately inform Utica Community Schools of the absence, the reason for the absence, and how the Contractor will ensure completion of the Supervisor's work.

Utica Community Schools reserves the right to audit payroll records and/or timecards of the Contractor and its employees. The Contractor must have a monitoring system in place to ensure the employees are on site at the facilities and that the duration of the time indicated matches that noted in the invoice.

#### **6.5.5 Changes in Assignment**

Pupil Transportation staff shall be permanently assigned to the same routes whenever possible. If a change is made to a permanent assignment during the course of the academic year, the Contractor shall notify Utica Community Schools as soon as possible.

#### **6.5.6 Additional Requirements for Pupil Transportation Staff**

##### **6.5.6.1 Utica Community Schools Philosophy**

It is Utica Community Schools' intent to provide high-quality educational services and to ensure the safety and comfort of Utica Community Schools' students and staff. The Contractor recognizes and agrees to uphold the following general standards for personnel:

For the protection of students, persons who have contact with students and their families must be of stable personality, good moral character and shall meet or exceed all state mandated

standards. Additionally, all employees shall be conversant in the English language and be able to take direction accordingly.

The Contractor shall not allow any person to provide Pupil Transportation Services if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall the Contractor allow any person to provide Pupil Transportation Services who is not, at any time, in a condition of mental and emotional stability.

The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school property.

#### **6.5.6.2 Pre-Employment Screening**

The Contractor shall develop and implement a pre-employment interview and/or screening program for all candidates for employment who will be driving pupil transportation vehicles, serving as bus aides, or involved with operations or vehicle maintenance while on School District property, including vehicles, or in a School District facility. The screening program shall be designed to assist the Contractor in determining the candidates' qualifications for work with or around students in School District facilities. This procedure must be reviewed and approved in advance by the School District to ensure compliance with any and all applicable federal and state laws, rules, ordinances, District policies and regulations, as well as licensing and permits applicable to providing Pupil Transportation Services contemplated in this Contract.

#### **6.5.6.3 School Safety Initiative Legislation**

The Contractor is responsible for meeting all the requirements of the School Safety Initiative Legislation, MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. The Contractor acknowledges and agrees that unless the School District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any District premises to carry out the Pupil Transportation Services contemplated by the Contract Documents, fingerprinted and subject to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal background

checks, as directed and requested by the School District, with the assistance of the Contractor, or provide written notification to the School District that the Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan public school district, intermediate school district, public school academy or non-public school (each an 'Agency') and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time of fingerprinting and back-ground checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the School District within 3 business days of when any of its agents, employees or representatives who will be on the School District's premises to carry out the Pupil Transportation Services contemplated by the Contract documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of 'registered educational personnel.'

#### **6.5.6.4 Drug Testing**

The Contractor is responsible for establishing tests acceptable to, and approved by, the School District that are designed to determine the presence of illegal drugs, controlled substances or alcohol. The Contractor shall conduct random and reasonable suspicion drug and alcohol testing for all safety sensitive employees according to Federal and Michigan law, rules and regulations and School District policy. The Contractor shall have a zero tolerance policy for testing positive to drugs and alcohol and shall immediately remove an employee if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances or alcohol or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol on School District property.

##### **6.5.6.4.1 Grounds for Testing**

The Contractor shall conduct or cause to be conducted tests acceptable to Utica Community Schools that are designed to determine the presence of illegal drugs, controlled substances or alcohol. Such tests shall be administered to:

All permanent, temporary or substitute bus drivers before the bus driver first begins work under this Contract. Test results must be obtained before the bus driver begins work; and,

Any person whom the Contractor or Utica Community Schools has reasonable cause to believe has reported to work or is at work or is on Utica Community Schools' property under the influence of drugs or alcohol.

##### **6.5.6.4.2 Removal from Service**

The Contractor must remove a trainee or employee from the training program or from service, as applicable, under the following circumstances:

If a trainee or employee refuses to submit to a drug test in one of the above described situations;

If a trainee or employee possesses, consumes, sells or dispenses alcoholic beverages, illegal drugs, or controlled substances on Utica Community Schools

property or during the course of providing Pupil Transportation Services to Utica Community Schools;

If a trainee or employee violates the laws pertaining to drugs, controlled substances, or alcoholic beverages during the course of providing Pupil Transportation Services to Utica Community Schools;

If a trainee or employee violates the laws pertaining to drugs, controlled substances or alcoholic beverages at any time, if doing so adversely affects Utica Community Schools, its students or its property;

If a trainee or employee tests positive for the presence of illegal drugs, controlled substances, or alcohol.

#### **6.5.6.5 Other Requirements**

All employees must be at least eighteen (18) years of age, be a legal resident of the United States, be conversant with the English language and meet all other legal requirements prior to being placed in a position with the Contractor to work in Utica Community Schools.

#### **6.5.6.6 Pupil Transportation Staff Training Requirements**

The Contractor will provide or arrange for any legally required or other training as is needed to ensure that employees are and remain qualified to provide the services described in the Contract in a safe, efficient manner.

##### **6.5.6.6.1 Pre-Service Training and Ongoing Training**

The Contractor is to have, in-place, an on-going, effective and documented training program that consists of two parts, both of which provide all training required by applicable law. The training shall include, at a minimum:

#### **PART 1: ORIENTATION PROGRAM BEFORE PLACEMENT IN UTICA COMMUNITY SCHOOLS:**

- Review of applicable Board of Education Policies and Procedures
- Review of a Procedures Manual
- Special considerations in transporting students with disabilities
- Safety
- Personal grooming
- Sexual harassment

The Contractor will provide written documentation of Contract employees who have attended such a program, including date and time, to the Utica Community Schools designee prior to the employee being placed in Utica Community Schools.

**PART 2: ONGOING TRAINING PROGRAM AFTER PLACEMENT IN UTICA COMMUNITY SCHOOLS:**

The Contractor will provide at least twelve (12) hours of job-related training per year to each employee. The training shall address the subjects identified in Part 1, above, and such others as are deemed appropriate by the Contractor.

The Contractor must show proof that it has provided all required trainings to its personnel. The Contractor will provide the Utica Community Schools designee with training logs and, if requested, training verification.

**6.6 Uniforms and Identification**

The Contractor will provide, and all of the Contractor's employees are required to wear, on all work days, uniforms approved by Utica Community Schools on all work days. Logo on all uniform shirts is required. Uniforms must be worn by all regular and substitute employees while performing under the Contract who are working on school buses or other transportation vehicles, or otherwise working in the Utica Community Schools buildings and/or on its grounds.

In addition to uniforms, all Contractor personnel are also required to wear a District-issued ID/door access badge, approved by Utica Community Schools. The ID/door access badge is to be clearly visible while performing work at the Utica Community Schools facilities. Contractor shall be responsible for any lost or misplaced ID/door access badges for its employees.

**6.7 Licenses and Permits**

The Contractor will obtain and maintain at its own expense any necessary licenses and permits to provide the services specified in this Contract.

**6.8 Changes in Established Transportation Time Schedules**

Changes to schedules shall be implemented by the Contractor as soon as possible, but in no case more than five (5) calendar days after notification of the change is received by the Contractor.

**6.9 Changes in School Schedules**

If the Superintendent of Utica Community Schools closes school in the District to ensure the health and safety of any person or for any other lawful reason, then Utica Community

Schools shall not be obligated to pay for any services hereunder, provided that Utica Community Schools has notified the Contractor by 6:00 a.m. of the particular day that the School District will be closed. The Contractor will designate a person to be available at a predetermined time for consultation with the District in connection with the District's decision whether to close schools due to inclement weather.

**6.10 Safety Program**

Safety is of paramount concern to Utica Community Schools. In recognition of this priority, the Contractor shall plan and implement a comprehensive safety program. This program shall include but not be limited to regularly scheduled safety meetings for bus drivers. The Contractor shall conduct a minimum of two (2) safety meetings each school year, and bus drivers shall be required to attend. The agendas of the meetings, and attendance sheets, shall be available for inspection by Utica Community Schools on request.

**6.11 Maintenance Standards**

The Contractor shall maintain all pupil transportation vehicles in a good and safe mechanical and operating condition. The Contractor will complete a written inspection form detailing the condition of the vehicles before the beginning of each school year and make the same available for Utica Community Schools review. The Contractor shall maintain the vehicles so that their condition remains equal to or exceeds that condition recorded on the written inspection form, normal wear and tear excepted. Failure to maintain vehicles in a condition acceptable to Utica Community Schools will constitute a default under the Contract.

**6.12 Responsible Party**

The Contractor shall be the responsible party with respect to any applicable annually required or mandated inspections of the vehicles, as well as for all maintenance and related issues.

**6.13 Consumables, Parts and Supplies**

Unless otherwise expressly provided herein, the Contractor is responsible for procuring and maintaining at its expense all consumables, parts and supplies necessary to provide the services called for in this Contract.

**6.14 Contractor's Records And Reporting Requirements**

The Contractor shall make available at any time to Utica Community Schools all of Contractor's operating records for this RFP and Contract that Utica Community Schools may request. Additionally, the Contractor will provide certain regular reports to Utica Community Schools as specified in this section, and others as mutually agreed on by Utica Community Schools and Contractor.

## **6.14.1 Records to be Maintained by the Contractor**

### **6.14.1.1 Operating Records**

The Contractor shall maintain, for a minimum of eighteen (18) months, daily records indicating employee hours, absenteeism and accident occurrences.

### **6.14.1.2 Personnel Records**

The Contractor shall maintain records that include documentation of all bus drivers, management, and support staff compliance with all legal requirements and with all standards and requirements set forth in this Contract.

### **6.14.1.3 Procedures**

The Contractor will maintain a Procedures Manual, indexed and containing, at a minimum, the following sections:

1. Contractor's standard policies and procedures.
2. Daily routes or schedules for bus drivers.
3. Emergency and safety procedures.
4. List of equipment maintained in the Facility.
5. Maintenance and use manuals for all transportation vehicles.
6. List of all bus drivers assigned to Utica Community Schools (for contact purposes).

The Manual shall be kept at the Facility and available for review by Contractor's employees and School District staff.

### **6.14.1.4 Reports to be Submitted Regularly to Utica Community Schools by the Contractor**

#### **6.14.1.4.1 MIOSHA**

Before bringing any new chemicals onsite, the Contractor must provide one copy of the Material Safety Data Sheet ("MSDS") to the Utica Community Schools designee.

The Contractor must maintain a complete and up-to-date inventory of MSDSs for all chemicals used. This inventory must be stored in a notebook labeled 'MSDS,' kept in the office area. The MSDS notebook must also include Michigan's Right-to-Know procedures.



#### **6.14.1.4.2 Accident Reports**

All accidents or incidents involving Utica Community Schools students, personnel, or equipment shall be verbally reported to Utica Community Schools immediately. A written report shall be submitted to Utica Community Schools by the Contractor within two (2) working days of the accident or incident.

Accident reports shall make clear and provide at a minimum the following:

Whether students were involved in the accident;

Whether any injury occurred;

The bus driver, location, involvement of equipment, and nature and extent of any property damage; and

The Contractor's assessment of chargeability of the accident.

The Contractor shall provide to Utica Community Schools any accident reports obtained from the Michigan State Police or from any other law enforcement agency as soon after the accident as they become available.

The Contractor shall use the Michigan Department of Education report form as mandated by the State of Michigan.

#### **6.15 Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g**

The Contractor and its employees must be aware of the required confidentiality of student records under federal law and agree not to communicate or release any personally identifiable student information to any other person.

#### **6.16 Student Discipline**

Student discipline may be recommended by Contractor or its employees but will only be imposed by the School District.

#### **6.17 Property Damage and Protection**

The Contractor will continuously maintain adequate protection of all vehicles and facilities covered by the Contract from damage, loss or injury arising in connection with this Contract.

The Contractor will be responsible for reporting and paying for any damages to any of the Utica Community Schools' vehicles, facilities, equipment, and/or contents caused by

the Contractor's employees. The Contractor will report, in writing, any damage that occurs.

The Contractor is responsible for the conduct of its personnel. The Contractor will cooperate fully with Utica Community Schools and with any law enforcement authority in the investigation of any unlawful activity suspected of the Contractor's employees while working for Utica Community Schools.

If personnel employed by the Contractor are found to have committed theft or other unlawful activities from a pupil transportation vehicle or at any of the Utica Community Schools facilities, the Contractor will be responsible to Utica Community Schools for restitution which will include, but not be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.

## **6.18 Keys And Identification/Door Access Badges**

Keys and identification badges will be supplied by Utica Community Schools. All keys and ID/door access badges will be issued to and must be signed out by the Contractor's Supervisor/Project Manager.

### **6.18.1 Initial Issuing of Keys and Identification/Door Access Badges**

Utica Community Schools will provide the Contractor supervisor with appropriate keys and identification/door access badges for all pupil transportation vehicles and facilities.

### **6.18.2 Copying of Keys**

At no time will Contractor or any of its employees make copies of any keys issued. If additional copies are needed, the Contractor must obtain keys from the School District.

### **6.18.3 Key and Identification/Door Access Badge Replacement**

There will be a Twenty-Five (\$25.00) Dollar charge for the replacement of any lost or stolen key or identification/door access badge.

### **6.18.4 Key and Identification/Door Access Badge Inventory**

Utica Community Schools reserves the right to inventory the Contractor's keys or identification badges at any time.

### **6.18.5 Lost Keys and Identification/Door Access Badges**

All lost vehicle and facility keys and identification/door access badges assigned to the Contractor or to any of the Contractor's employees must be reported to the Utica Community Schools designee immediately upon discovery of the loss.

#### **6.18.6 Re-keying of Locks**

If Utica Community Schools deems it necessary to re-key any locks due to inadequate key or identification badge control/management by the Contractor, the cost will be deducted from the monthly payment to Contractor.

#### **6.18.7 Security of Keys and Identification/Door Access Badges**

The Contractor and its employees are prohibited from lending Utica Community Schools vehicle or facility keys and identification/door access badges to anyone. The Contractor and its employees are also prohibited from leaving keys or identification badges out of their personal possession. Each instance of non-compliance observed by Utica Community Schools will result in a non-compliance penalty of \$50.00.

#### **6.18.8 Termination of Contract**

All keys and identification badges assigned to a Contractor's employee will be returned to the Utica Community Schools designee when the employee's services end. All keys and identification badges will be returned to the Utica Community Schools designee at the termination of this Contract.

#### **6.18.9 Trading of Keys and Identification Badges**

Keys and identification badges will not be traded between employees nor forwarded to new employees; instead, the keys and identification badges must be returned to Utica Community Schools to be re-issued.

### **6.19 Operational Efficiency**

Contractor will continuously analyze the transportation operations of the School District in order to effectively manage costs, while maintaining service levels in accordance with School District policy and safety protocols. The Proposal should identify operational efficiencies that may lead to cost reductions in the School District's Pupil Transportation Services.

## **7 PRICING QUOTES**

### **7.1 School District Options**

As discussed above, a Proposal is to provide separate all inclusive pricing for School District Options #1, #2, #3 and #4.

### **7.2 Cost Projections**

The Contractor should base its cost projections on performing all required Pupil Transportation Services, including vehicle maintenance and repair, applicable to the

particular School District Option. This service shall be as per all specifications of the RFP. The Contractor should carefully review all of the following Appendices in order to assist in formulating its Proposal.

**7.3 Pupil Transportation Vehicles**

The RFP will be based on the premise that Utica Community Schools will allow the Contractor to utilize, through a lease arrangement, all pupil transportation vehicles listed in *Attachment E* in order to provide the services contemplated in the RFP. Utica Community Schools will continue to hold title to all such vehicles. The Contractor shall include in its bid pricing the cost of all maintenance and repairs necessary to keep the listed pupil transportation vehicles in an ‘as is’ condition; subject to normal wear and tear.

The School District and the Contractor will work cooperatively to develop a schedule to retire District-owned buses from service. An average life for the bus fleet of not to exceed eight (8) years is contemplated. Any new buses required in order to provide the Pupil Transportation Services will be purchased by the School District and similarly leased to Contractor. The School District will also retain title to these buses.

**7.4 Schedule**

The Bid pricing for Pupil Transportation Services shall be based on annually providing transportation on 180 school days for all students, additional days of transportation for students enrolled in special education programs, and providing transportation to all other student activities, including sporting events, to which the School District is obligated to, or chooses to, provide transportation. Utica Community Schools will be closed on the following holidays, and the Contractor will not be required to work, and will not be paid for these days:

New Year’s Day	Independence Day	Christmas Eve
Martin Luther King, Jr.	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year’s Eve
Memorial Day	Friday following Thanksgiving	

**8 CONTRACTUAL OBLIGATIONS**

The submission of a Proposal to this RFP shall constitute the Proposer’s written acknowledgment that it agrees to be bound by the terms and conditions contained within this RFP, except as specifically noted in the Comply/Exception Form (**Appendix A7**) that is part of the Proposal.

## **8.1 Forms of Contract and Facility Lease**

### **8.1.1 Form of Contract**

The Contract attached hereto as *Attachment A* is intended by the School District to be the form of contract. The Contract contains many details relative to the terms and conditions under which the Pupil Transportation Services shall be provided by the successful Proposer. The document should be reviewed carefully by each Proposer prior to submitting a Proposal. Any exceptions to the terms and conditions of the Contract, or any other special considerations or conditions requested or required by the Proposer relative to this RFP and the Contract shall be enumerated by the Proposer within its Proposal and specifically reflected in the Comply/Exception Form. (*Appendix A7*). Following selection of the successful Proposer by Utica Community Schools, the Contract will be finalized through negotiation of the parties.

### **8.1.2 Form of Facility Lease Agreement**

The Facility Lease Agreement attached hereto as *Attachment B* is intended by the School District to be the form of the lease. Any exceptions to the terms and conditions of the Facility Lease Agreement shall be enumerated by the Proposer within its Proposal and specifically reflected in the Comply/Exception Form (*Appendix A7*). Following selection of the successful Proposer by Utica Community Schools, and agreement upon a Contract, the Facility Lease Agreement will be finalized through negotiation of the parties.

## **9 ADDITIONAL TERMS AND CONDITIONS**

### **9.1 Definitions**

‘Contract’ ‘Contract’ means the Contract attached as *Attachment A*, to which will be appended both this RFP and the Contractor’s Proposal.

‘Facilities’ ‘Facilities’ means any facility owned or controlled by Utica Community Schools that is intended to be covered by this RFP.

‘Proposal’ ‘Proposal’ means the Contractor’s response to this RFP, submitted in accordance with the RFP.

‘Proposer’ ‘Proposer’ means any Pupil Transportation Services Contractor submitting an Intent to Propose and subsequently submitting a Proposal to Utica Community Schools for Pupil Transportation Services by the specified due date in accordance with the RFP.

‘Contractor’ ‘Contractor’ means the Pupil Transportation Services Proposer awarded a Contract to provide Pupil Transportation Services for Utica Community Schools in accordance with the RFP and the successful Contractor’s Proposal.

**9.2 Severability**

If any provision or provisions of this RFP and resulting Contract shall be held to be invalid, illegal, or unenforceable or in conflict with the law of any pertinent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

**9.3 Compliance with Federal, State and Local Law and Utica Community Schools Board of Education Policies**

The Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations and apply for and obtain any required, licenses and permits. The Contractor, including its employees and agents, shall be responsible for knowing the Utica Community Schools Board policies and administrative regulations concerning appropriate behavior of persons in schools and its facilities, including, for example, the prohibitions against sexual harassment and smoking, and shall comply with all such policies and regulations. The Contractor will also comply with all applicable federal and state laws, and all MIOSHA and EPA standards for cleaning and maintaining public facilities.

Utica Community Schools shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor in complying with any applicable federal, state or local laws, rules and regulations.

**9.4 Taxes**

The Contractor is responsible for sales taxes and any other applicable taxes related to the goods and services provided under the Contract.

**9.5 MIOSHA & OSHA Compliance**

Services to be furnished by the Contractor and the Contractor’s working conditions and employment practices shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

**9.6 Insurance Requirements**

The Contractor shall maintain the following insurance in force at all times during the term of the Contract, with an ‘A’ rated Best insurance carrier acceptable to Utica Community Schools. The School District shall be named as an additional insured for at least the minimum limits listed below. Commercial General Liability and Motor Vehicle Liability Insurance, as described herein, shall require an endorsement stating the

following shall be Additional Insureds: Utica Community Schools, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

<u>Policy</u>	<u>Minimum Limits</u>
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
Combined Single Limit Bodily Injury and/or Property Damage	\$10,000,000 each occurrence  \$10,000,000 aggregate

**NOTE:** Comprehensive Liability to include, but not limited to:

- (i) Existence of busses or vehicles on Location.
- (ii) Contractual obligations.

The policy shall provide that the insurance carrier must notify Utica Community Schools and the Contractor at least thirty (30) days prior to the expiration, termination or material change of such insurance coverage.

This coverage and limits are to be considered minimum requirements under the Contract and shall in no way limit the liability or obligations of the Contractor under the Contract.

The successful Contractor shall not commence operations under the Contract until the Contractor has obtained all insurance stated, above, all insurance has been reviewed by Utica Community Schools, and Certificates of such insurance have been made available to Utica Community Schools.

## **9.7 Nondiscrimination in Employment**

The Contractor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375, and all subsequent amendments thereto and superseding orders.

Contractor's policy shall be to recruit and select applicants for employment solely on the basis of their qualifications. The Contractor's decision to employ shall be based, first, on whether any positions are available, and, second, on which applicant best meets the requirements of the open position.

## **9.8 Utica Community Schools Designee**

The Utica Community Schools designee referred to throughout this RFP is Mark Davey, Assistant Superintendent for Auxiliary Services. The Utica Community Schools' Superintendent is authorized to, and may, modify this designation.

## **9.9 Utica Community Schools Obligations in the Event of Non-Appropriation of Funds**

Subject to the State of Michigan maintaining the School District's current level of funding, and current enrollment projections, Utica Community Schools represents that:

- (i) It has adequate funds to meet its obligations under any Contract awarded as a result of this RFP during the current fiscal year;
- (ii) It intends to maintain any Contract awarded as a result of this RFP for the full period set forth herein; and
- (iii) It has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the said Contract term.

In the event that adequate funds are not available to Utica Community Schools at anytime during such Contract period(s) to continue funding for any Contract awarded as a result of this RFP, Utica Community Schools' obligations under the Contract(s) will terminate as of the date that the funding is determined to be unavailable. In such circumstance, Utica Community Schools will have no further obligation to the awarded Contractor, except for payment for all services rendered and supplies purchased and consumed in implementation of the Contract for Utica Community Schools, through the date of termination.

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UTICA COMMUNITY SCHOOLS

PUPIL TRANSPORTATION SERVICES CONTRACT

**THIS PUPIL TRANSPORTATION SERVICES CONTRACT**, (the “Contract”) entered into this [Day] day of June, 2011 (the “Effective Date”) by and between **UTICA COMMUNITY SCHOOLS** (“School District”), a Michigan general powers school district, whose address is 11303 Greendale Drive, Sterling Heights, Michigan 48312, and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

- A. The School District issued a Request For Proposals for Pupil Transportation Services dated May 6, 2011 (the “RFP”).
- B. The Contractor submitted a Proposal in response to the RFP dated May \_\_, 2011 (the “Proposal”), to provide all Pupil Transportation Services contemplated by the RFP.
- C. The parties now desire to enter into this Contract whereby Contractor agrees to supply all services necessary to fulfill the requirements set forth in the Request for Proposal and Contractor’s Proposal and the School District agrees to its obligations set forth therein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. **THE CONTRACT.**

The object of this Contract is to formalize in one document the complete agreement between the Parties, whereby Contractor will supply all services necessary to fulfill the requirements set forth in the Request for Proposal and Contractor’s accepted proposal, and the School District will pay Contractor for the same. This is accomplished by specifically incorporating by reference into this Contract, the RFP, Addenda to the RFP, if any, and the accepted Proposal.

2. **ORDER OF PRECEDENCE.**

As noted above, the Contract Documents, include the following:

- (i) This Contract;
- (ii) Exhibit A to This Contract - The RFP and Addenda (If Any); and
- (iii) Exhibit B to This Contract - Contractor’s accepted Proposal, including each of the specific clarifications contained therein.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (i) to (iii). If the matter in question is one to which the Contractor took express exception in Appendix A7 of its Proposal, that exception shall take precedence over the RFP. Where there is no conflict between any of the terms and conditions contained in the Contract Documents, each of the Contract Documents shall have independent significance and be binding upon both parties. Any item not addressed in the RFP or Proposal submission shall become open to negotiation between the parties.

3. **CONTRACT TERM.**

The term of this Contract shall commence on July 1, 2011 and continue through June 30, 2014, unless earlier terminated by either party as otherwise expressly permitted by this Contract.

4. **RELATIONSHIP BETWEEN THE PARTIES.**

It is expressly agreed between the parties that the Contractor will be considered an independent contractor under this Contract. Under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Contractor shall be responsible for all obligations of an employer with respect to its employees, including, but not limited to, payment of all taxes at the federal, state and local levels, arising out of Contractor's activities under this Contract. The School District will not withhold or pay any state, federal or local taxes on behalf of Contractor's employees.

This Contract shall not be construed as authority for either party to act as an agent for the other party or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein. No partnership or joint venture is created hereby.

Neither the Contractor nor its employees or agents shall be entitled to participate in any medical, dental, life or disability insurance plans maintained by the School District. No other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Contract on behalf of Contractor, its employees or agents. Contractor will indemnify, defend and hold the School District harmless for any and all costs incurred, including actual attorney fees, in the event Contractor or any of its employees assert any such rights.

5. **INVOICING AND PAYMENT TERMS.**

(a) **Invoices.**

Contractor shall invoice the School District in monthly installments for all Pupil Transportation Services rendered under the Contract Documents. Invoices shall itemize charges for labor, equipment and supplies. Invoices shall be submitted to

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(b) **Additional Charges.**

Before rendering any services outside the scope of the enumerated Pupil Transportation Services, Contractor must receive prior written approval from the School District. Invoices for approved Additional Services shall include the date and times the Additional Services were completed, the type of Additional Services performed, the number of hours worked, the name of the School District employee who authorized the Additional Services, and a copy of the written approval. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to the School District together with the regular monthly invoice. Charges for these Additional Services shall be in accordance with Exhibit B; the Contractor's accepted Proposal.

(c) **Payments.**

Payment of the undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. The School District will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to the payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

6. **EQUIPMENT.**

The Contractor may utilize the School District's existing equipment at no cost to the Contractor in performing the Pupil Transportation Services. The Contractor shall submit a written request to the School District for the approval of any purchases of new equipment, which approval shall not be unreasonably withheld. The School District will issue payment in accordance with Section 3 above, upon receipt of the actual invoice/purchase order for the School District approved equipment. Title to this new equipment shall remain with the School District, although the Contractor shall maintain and repair such newly purchased equipment at its sole cost and expense. It is understood and agreed that the new equipment purchased shall not be used to replace Equipment that is damaged due to the fault of Contractor. The Inventory shall be updated annually to reflect any new equipment purchased.

7. **FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS.**

The Contractor acknowledges and agrees that unless the School District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any School District premises to carry out the Pupil Transportation Services contemplated by the Contract Documents, fingerprinted and subjected to

criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, for proper fingerprinting and criminal backgrounds checks, as directed and requested by the School District, with the assistance of the Contractor, or provide written notification to the School District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the School District within three (3) business days of when it, or any of its agents, employees or representatives who will be on School District premises to carry out the Pupil Transportation Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

**8. INSURANCE.**

The Contractor agrees that it shall at all times that this Contract remains in effect maintain insurance coverage in the types and amounts specified in Section 9.6 of the RFP.

9. **INDEMNIFICATION.**

(a) **General Indemnification.**

Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including actual attorney's fees, arising out of the:

- (i) Negligent acts, or omissions, or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents;
- (ii) Any breach of the terms of this Contract by Contractor;
- (iii) Any breach by Contractor of any applicable Federal, State or local law, rule, regulation or ordinance; or
- (iv) Any breach of any representation or warranty by Contractor under this Contract. The Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract. Contractor's indemnification and hold harmless obligations under this Contract shall not apply to the extent any loss, damages, suits, penalties, costs, liabilities and expenses arise from or are caused by the negligence or willful misconduct of the School District, its agents or employees, passenger upon passenger violence and Contractor's good faith adherence to School District's directives and policies and procedures.

(b) **Environmental Indemnification.**

Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Pupil Transportation Services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws,

including, but not limited to, Federal Water Pollution Control Act (33 USC 1251 et seq.) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 USC 6901 et seq. ) (“RCRA”), Safe Drinking Water Act (42 USC 300f-j-26), Toxic Substances Control Act (15 USC 2601 et seq.), Clean Air Act (42 USC 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601 et seq.) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 USC 11001 et seq. (“EPCRA”), the Michigan Natural Resources and Environmental Protection Act (MCL 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

(c) **Pre-Existing Environmental Conditions.**

School District will be responsible for and agrees to indemnify, defend and hold Contractor harmless from any Environmental Conditions, as defined below, that existed on, in or under the Facility prior to when Contractor moves into the School District’s Facility(ies) or to the extent caused by other tenants of the Facility during the term of the Contract. Contractor will be responsible for and agrees to indemnify, defend and hold District harmless from any Environmental Conditions on, in or under the Facility only to the extent caused by Contractor during the term. Contractor may, at its sole expense, conduct a Phase I (and if necessary a Phase II) Environmental Site Assessment of the Facility before moving in, during the term and/or within a reasonable time thereafter. The term “Environmental Conditions” means conditions where hazardous materials as defined under applicable federal, state or local laws are present to the extent that any reporting, remediation or other action is required under any such federal, state or local laws. References to “laws” hereunder includes all regulations, guidelines and other requirements thereunder, as amended and supplemented from time-to-time.

10. **ASSIGNMENT.**

This Contract and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void. However, Contractor

may assign this Contract if the assignment is made to a parent, subsidiary, related or affiliated company.

11. **NOTICES.**

All notices or communications required or permitted as a part of this Contract shall be in writing, unless otherwise expressly provided in this Contract and shall be considered delivered:

- (a) Upon receipt, when personally delivered; or
- (b) Five (5) days after deposit in the U.S. Mail with proper postage (certified mail, return receipt requested).

Notices shall be provided at the following respective addresses, unless changed by either party:

To the School District:

Utica Community Schools  
Attn: Mark Davey  
Assistant Superintendent for  
Auxiliary Services  
11303 Greendale  
Sterling Heights, MI 48312

To the Contractor:

\_\_\_\_\_

12. **TERMINATION.**

(a) **Right to Terminate on Breach.**

Each party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same.

If either party violates any of the covenants or duties imposed upon it by this Contract, but such violation does not constitute a material breach of the Contract, such violation shall nevertheless entitle the other party to terminate this Contract in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation, the non-defaulting party may terminate this Contract as follows: on the first business day following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party 15 days' notice of termination. If the non-defaulting party does not provide this 15-day notice of termination, the default notice shall be deemed rescinded.

(b) **Events upon Termination.**

Upon termination of this Contract by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. Upon termination of this Contract, the Contractor shall immediately provide the School District with all current information and documentation regarding its service to the School District. Contractor shall immediately return all keys to the School District's designee.

(c) **Termination for Convenience by Either Party.**

Notwithstanding anything otherwise herein contained, either party may terminate this Contract for any reason or no reason, with or without cause, at the end of either the first or second year of this Contract, by providing ninety (90) days advance written notice to the other party as follows:

Delivery of Written Notice:	Effective Date of Termination:
No later than April 1, 2012	June 30, 2012
No later than April 1, 2013	June 30, 2013

The School District may also terminate this Contract immediately upon written notice to Contractor in the event an arbitrator, administrative agency or court determines preliminarily or through entry of a final decision or order that the School District is without the authority to contract for the services contemplated by this Contract.

13. **FORCE MAJEURE.**

In the event Contractor is unable to provide the transportation services as specified in this Contract because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action or any other like condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Contract for the period Contractor is unable to perform. In such circumstance, the School District may take such reasonable measures as are required to provide or arrange for the provision of the contemplated transportation services, with no obligation to Contractor other than payment for services rendered through the date of the cessation of performance.

In the event of a strike by Contractor's assigned personnel, Contractor shall immediately procure replacement personnel necessary to perform the transportation services hereunder. If the Contractor fails to procure such replacement personnel, the School District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contract. Should such strike continue for five (5) or more business days, the School District may terminate this Contract, effective immediately upon written notice to Contractor.



14. **EQUIPMENT MODIFICATIONS.**

In the event that District or any governmental agency imposes additional equipment requirements such as a government imposed seat belt or three point lap belt requirements on school bus transportation, or other than those set forth above on Contractor's vehicles during the term of this Contract which are specific requirements for the operation of this Contract or immediate installation is required for continuing operation of the vehicles, Contractor and School District shall negotiate in good faith concerning price increases applicable to such equipment installation.

15. **INSOLVENCY.**

In the event the Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the School District's option, this Contract may be immediately terminated by the School District.

16. **NO WAIVER.**

The failure of either party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

17. **SEVERABILITY.**

If any provision or provisions of this Contract shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, shall not, in any way, be affected or impaired thereby and shall remain in full force and effect.

18. **GOVERNING LAW.**

This Contract shall be subject to and interpreted under the laws of the State of Michigan. The applicable law for any legal disputes arising out of this Contract shall be the law of the State of Michigan, and the forum and venue for any such disputes shall be based upon the presence of the Utica Community Schools in Macomb County, Michigan.

19. **DISPUTE RESOLUTION.**

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under the Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in the Contract shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

20. **ENTIRE AGREEMENT.**

This Contract, together with its attachments, constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

**IN WITNESS WHEREOF** the Parties have executed this Contract on the dates affixed next to their respective names.

UTICA COMMUNITY SCHOOLS

Dated: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Its: Superintendent of Schools

CONTRACTOR

Dated: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Its: \_\_\_\_\_

UTICA COMMUNITY SCHOOLS  
FACILITY LEASE AGREEMENT

**THIS FACILITY LEASE AGREEMENT** (hereinafter the “Lease”) is made and entered into this [Day] day of June, 2011, by and between Utica Community Schools (“School District”), a Michigan general powers school district, whose address is 11303 Greendale Drive, Sterling Heights, Michigan 48312, and [Insert Contractor’s Company Name] (“[Insert Short name]”) a [Insert Incorporation Type], whose address is [Insert Contractor’s Company Address].

RECITALS

- A. The School District issued a Request for Proposals for Pupil Transportation Services (the “RFP), dated May 6, 2011, the purpose of which was to solicit proposals from qualified contractors with the ability to provide comprehensive pupil transportation services, including operations management and fleet maintenance and repairs, for the School District.
- B. The Contractor submitted to the School District a Proposal in response to the RFP, dated May \_\_\_\_, 2011, to provide the Pupil Transportation Services contemplated by the RFP (the “Proposal”).
- C. The School District has accepted Contractor’s Proposal and the parties have agreed upon a Contract (the “Contract”) whereby Contractor will provide Pupil Transportation Services for the School District.
- D. In accordance with the Contract, Contractor desires to lease from the School District a portion of the School District’s Auxiliary Services Facility, located at 6600 18 Mile Road, Sterling Heights, Michigan 48314 (the “Facility”), in order to provide the Pupil Transportation Services under the Contract.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. **Leased Premises:** In consideration of the covenants and conditions contained herein, and as further defined in Paragraph 2 of this Lease, School District hereby leases to Contractor and Contractor hires from School District:

- a) The garage area of the Facility.

Although it is the parties’ intent that the Contractor have exclusive use of the garage area for vehicle maintenance and repair activities, it is understood that the School District and various employees will, nevertheless, have access to the area.

- b) The nonexclusive right to use other areas of the Facility.

The garage area and the other areas referenced above are collectively referred to as the “Leased Premises.”

2. ***Use of Leased Premises:*** During the Lease Term, Contractor shall use and occupy the Leased Premises for the sole purpose of storage, maintenance, service and repair of School District owned vehicles, including the so-called “White Fleet.” The Leased Premises shall be used by Contractor for no other purpose(s) without the prior written consent of School District. Contractor shall not do or permit to be done any act or thing upon the Leased Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Contractor’s principal activities as herein described. Contractor shall not use the Leased Premises or permit the Leased Premises to be used for the doing of any act or thing that constitutes a violation of any valid federal, state or local law, order, rule or regulation of any governmental authority. Contractor is responsible for verifying that anyone performing work on behalf of Contractor under this Lease has obtained and maintains all necessary licenses and permits to provide the Pupil Transportation Services including operational management and fleet maintenance and repair under the Contract. Contractor shall use and occupy the Leased Premises subject to all School District policies, procedures or regulations of School District as may become or be made known to Contractor. Contractor shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance and shall keep the Leased Premises under its control clean and free from rubbish and dirt at all times. It is agreed that in the event the Contractor shall not comply with these provisions, and School District has given Contractor ten (10) days prior notification of such noncompliance, School District may enter upon the Leased Premises and have any said rubbish and dirt removed, in which event Contractor agrees to pay all reasonable charges that School District shall pay for hauling the rubbish and dirt. Said charges shall be deducted by School District from the amounts owed to Contractor under the Contract.

3. ***Term:*** The term of this Lease shall be the same as the term of the Contract (the “Lease Term”). The Lease Term shall commence on July 1, 2011 and end when the Contract expires or is earlier terminated. Contractor hereby acknowledges that it has no expectation of a lease for the Leased Premises beyond the Lease Term.

4. ***Rent:*** Contractor shall pay to School District as annual rent for the Leased Premises during the Lease Term the sum of One and 00/100 (\$1.00) Dollar.

5. ***Acceptance of the Leased Premises:*** Contractor acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Contractor further acknowledges that no representation as to the condition or state of repairs thereof have been made by School District or its agents which are not herein expressed. Contractor hereby accepts the Leased Premises in its present “AS IS” condition as of the date of this Lease.

6. ***Alterations and Improvements:*** Contractor shall not make any alterations, additions, or improvements to the Leased Premises without School District’s prior written consent.

7. ***Maintenance and Repairs to the Leased Premises:*** School District will be responsible for all maintenance services relative to the Leased Premises, as well as all capital repairs and expenses. Notwithstanding the foregoing, Contractor agrees to keep the Leased Premises in good order as reasonably required to keep the Leased Premises in its current condition, normal wear and tear excepted. In addition, Contractor shall be responsible for all damages to the Leased Premises to the extent caused by the negligence or willful acts of Contractor and Contractor's agents, representatives, employees, invitees and licensees.

8. ***Utilities:*** School District shall pay for the cost of all utilities and local telephone services during the Lease Term. Such payment shall be timely made by the School District but School District shall not be responsible to Contractor for any loss or interruption of utility services.

9. ***Janitorial Services:*** School District shall furnish, at its own expense, all janitorial services for the operation of the maintenance garage area of the Leased Premises, excepting the "shop floor" itself, the cleaning of which will be the responsibility of the Contractor. In the event that Contractor's use of the Leased Premises leaves the Leased Premises with excessive dirt and rubbish, as determined in the sole discretion of School District, the Contractor shall be given ten (10) days notification of noncompliance. If the conditions remain at the end of the ten (10) day period, School District may enter upon the Leased Premises and have any rubbish and dirt removed. In such circumstances, Contractor agrees to pay all reasonable charges that School District is required to pay for cleaning and removing the rubbish and dirt. Said charges shall be deducted by School District from the amounts owed to Contractor under the Contract.

10. ***Snow Removal and Grounds Maintenance:*** School District shall be responsible for all snow removal and grounds maintenance for the Facility. Contractor shall be responsible for all snow removal from all buses and vehicles.

12. ***Parts, Hand Tools, Supplies, Materials and Equipment:*** Prior to the commencement of the Lease Term, School District and Contractor shall mutually inventory all spare parts, including but not limited to motor oil, spark plugs, windshield wipers, air filters, tires, etc. (collectively the "Spare Parts"), hand tools, supplies, materials and equipment which are owned by the School District and located at the Leased Premises (the "Inventory"). Any and all Spare Parts, hand tools, supplies, materials and equipment which are mutually deemed to be obsolete will be properly disposed of by School District. Any and all Spare Parts, hand tools, supplies, materials and equipment which are mutually deemed useable by School District and Contractor for the provision of the maintenance and repair services under the Contract may be utilized by Contractor, without charge. Existing Spare Parts shall be used solely for the maintenance and repair of School District-owned vehicles. Once the existing allotment of Spare Parts, hand tools, supplies, materials and equipment is exhausted, it shall be Contractor's responsibility to procure all Spare Parts, hand tools, supplies, materials and equipment necessary to provide the Transportation Services and Maintenance Services required under the Contract. School District shall be responsible, subject to Paragraph 7 above, for the repair and/or replacement of any large tools and equipment, being such tools and equipment which are fixtures or immovable tools and equipment within the Leased Premises (the "Large Equipment"). Such Large Equipment will be specified in the Inventory mutually conducted by the School District and Contractor and will be maintained by Contractor and returned to School District upon the

expiration or earlier termination of this Lease, normal wear and tear excepted. Any damage to, or loss of, any tools, supplies, materials and equipment in the Inventory shall be repaired or replaced at Contractor's sole cost and expense.

13. ***Contractor's Personal Property:*** Any personal property kept on the Leased Premises by Contractor shall be insured at Contractor's sole risk, and Contractor shall acquire such policy or policies of insurance thereon as Contractor in its best judgment shall determine.

14. ***Building Insurance:*** School District shall cause the building and its improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils."

15. ***Insurance:*** In addition to the insurance required under the Contract, Contractor, at its sole cost and expense during the Lease Term, shall maintain and keep in effect (i) commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, or not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of more than one person, in any one accident or occurrence and One Million and 00/100 (\$1,000,000.00) Dollars for damage to property. The policy or policies of such insurance shall include School District as both an additional named insured and loss payee for claims arising under this Lease. Contractor agrees to deliver to School District, within fifteen (15) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Contractor in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to School District. Contractor may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of School District shall thereby be as fully protected as they would otherwise if this option to Contractor to use blanket policies were not permitted.

16. ***Indemnification:*** Except with respect to matters which result from the negligence or willful misconduct of School District, its employees, agents, Contractors, licensees or invitees, Contractor shall indemnify, defend and hold harmless School District from any claim, loss or liability (exclusive of consequential, punitive or special damages), including, without limitation, reasonable attorneys' fees, arising out of or related to any activity of Contractor on the Property. Except with respect to matters which result from the negligence or willful misconduct of Contractor, its employees, agents or Contractors. School District shall indemnify, defend and hold harmless Contractor from any claim, loss or liability (exclusive of consequential, punitive or special damages), including, without limitation, reasonable attorneys' fees, arising out of or related to any breach or default on the part of School District in the performance of any covenant or agreement on the part of School District to be performed pursuant to the terms of this Lease, or due to any negligent or willful act or omission of School District, its agents, employees or Contractors.

17. ***Damage or Destruction - Fire or Other Cause:*** In the event of a partial destruction of the Leased Premises, the School District shall, as promptly as possible, unless School District shall elect not to rebuild, repair the same, provided such repairs can reasonably

be made within ninety (90) days (or within such other period as School District and Contractor may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable law, ordinances, and regulations. In such case, this Lease shall not be terminated. In the event that such repairs cannot reasonably be made within ninety (90) days time (or such other period as School District and Contractor may agree upon), or in the event School District shall elect not to rebuild, repair the same, either party hereto at its option may terminate this Lease upon written notice to the other. In any event, the destruction of substantially all of the Leased Premises shall cause this Lease to automatically terminate, without the requirement of notice.

18. ***Environmental Warranty:*** Contractor represents, warrants and covenants to School District the following:

Contractor's use of the Leased Premises and its activities thereon shall comply with all "Environmental Laws," which, for purposes of this lease, shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease.

The Parties acknowledge that the Contractor's activities as defined in Paragraph 2 above may involve the use, generation and storage of Hazardous Substances as defined below; however, Contractor shall not dispose of or allow the release, spillage or emission of Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

Contractor shall immediately and promptly notify School District of any release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of Environmental Laws with respect to the Leased Premises.

19. ***Environmental Indemnification:***

A. Except with respect to matters which result from the negligence or willful misconduct of School District, its employees, agents, contractors, licensees or invitees, Contractor hereby agrees to indemnify, defend and hold harmless School District from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by School District as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed by Contractor, in, on, under, above or about the Leased Premises, or violation of any Environmental Laws, from and after the date of this Lease; (ii) injuries sustained or other tort actions brought against Contractor for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release by Contractor of any Hazardous Substances in, on, under, above, from or about the Leased Premises; and (iv) compliance by Contractor with any administrative notice, order, request or demand relative to any Hazardous Substances on the Leased Premises or violation of any Environmental Laws by Contractor.

B. Contractor's indemnification described above specifically includes, but is not limited to, the direct obligation of the Contractor to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Leased Premises.

C. School District will be responsible for and agrees to indemnify, defend and hold Contractor harmless from any Environmental Conditions, as defined below, that existed on, in or under the Facility prior to when Contractor moves into the Facility or to the extent caused by other Contractors of the Facility. Contractor will be responsible for and agrees to indemnify, defend and hold School District harmless from any Environmental Conditions on, in or under the Facility to the extent caused by Contractor during the term. Contractor may conduct a Phase I (and if necessary a Phase II) Environmental Site Assessment of the Facility before moving in, during the term and/or within a reasonable time thereafter. The term "Environmental Conditions" means conditions where hazardous materials as defined under applicable federal, state or local laws are present to the extent that any reporting, remediation or other action is required under any such federal, state or local laws. References to "laws" hereunder includes all regulations, guidelines and other requirements thereunder, as amended and supplemented from time to time.

20. ***Assignment and Subletting:*** Contractor shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof, nor shall Contractor let or sublet or permit any part of the Leased Premises to be used or occupied by others for any reason whatsoever, without School District's advance written consent, which consent shall not be unreasonably withheld. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of School District shall give School District the right to terminate this Lease and re-enter and repossess the Leased Premises. Notwithstanding the



foregoing, Contractor may assign this Lease, if the assignment is made to a parent, subsidiary, affiliated or related company.

21. ***Default and Termination:*** Default and termination shall be governed by terms and conditions of the Contract. Notwithstanding the foregoing, upon termination of this Lease, School District may without further notice re-enter the Leased Premises and dispossess Contractor or any other occupant of the Leased Premises and remove its effects and hold the Leased Premises as if this Lease had not been made, saving and reserving to School District any other remedies which School District may have for the recovery of damages due under this Lease.

22. ***Surrender of Leased Premises:*** Upon the expiration of the Lease Term, or earlier termination of the Lease, Contractor shall quit and surrender the Leased Premises to School District in good order and condition, ordinary wear and damage excepted; and subject to Paragraph 7 hereof Contractor shall remove all of its property and shall repair any damage, reasonable wear and tear excepted, to the Leased Premises or any of School District's property, real or personal, caused by such removal.

23. ***Access to Leased Premises:*** School District shall at all times have the right to access the Leased Premises for the purpose of, without limitation, carrying out its day-to-day operations, to inspect the Leased Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs as are necessary to protect the Leased Premises, performing any of its duties and obligations under the terms and conditions of this Lease or the Contract and/or monitor the Contractor's activities to ensure Contractor's compliance with the terms and conditions of the Contract.

In the event of an emergency which requires School District to use the Leased Premises, School District's needs/requirements for the Leased Premises shall take precedence over Contractor's rights hereunder. Determination of priority of use of the Leased Premises shall be determined by School District in its sole and absolute discretion.

24. ***Compliance:*** Contractor shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances (including all permits and plans applicable thereto) of all municipal, County, State, and Federal authorities affecting use of the Leased Premises with respect to the cleanliness, safety, occupation, and use of same.

25. ***Challenge:*** School District, although presently unaware of any noncompliance, does not covenant that the Leased Premises are in compliance with applicable municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease.

26. ***Holding Over:*** There will be no permitted holding over by the Contractor after the expiration or termination of this Lease or the Contract, without the prior written consent of School District. In the event that there is, in fact, any period of holding over, Contractor agrees to pay to the School District a per diem rental equivalent to the fair market value as determined by School District in its reasonable sole discretion. Acceptance by School District of such

payments after such expiration or termination shall not constitute a renewal of this Lease or establish a future tenancy for any period of time. This provision shall not operate as a waiver of School District's right of re-entry or any other right of School District, and Contractor shall be a contractor at sufferance only during the period of any such holding over without the consent of School District.

27. **Taxes and Special Assessments:** If the Leased Premises are placed on the tax assessment rolls based upon Contractor's usage, then any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Leased Premises during the Lease Term shall be borne by School District

28. **No Waiver:** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing.

29. **Notices:** Unless otherwise provided in this Lease, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

A. To the School District. All required notices to the School District shall be delivered to Mark Davey, Assistant Superintendent for Auxiliary Services, Utica Community Schools, 11303 Greendale, Sterling Heights, Michigan 48312.

B. To the Contractor. All required notices to the Contractor shall be delivered to

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30. **Condemnation:** If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the School District or the Contractor may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall belong exclusively to the School District.

31. **Quiet Enjoyment:** School District covenants and agrees with Contractor that upon Contractor observing and performing all the terms, covenants and conditions on Contractor's part to be performed and observed, Contractor may peaceably and quietly enjoy the Leased Premises for the full term hereof.

32. **Miscellaneous Provisions:** The following miscellaneous provisions form a part of this Lease:

A. Time is of the essence of each provision of this Lease.

B. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

C. This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan.

D. This Lease contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed as of the day and year first above written.

UTICA COMMUNITY SCHOOLS

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Its: Superintendent of Schools

CONTRACTOR

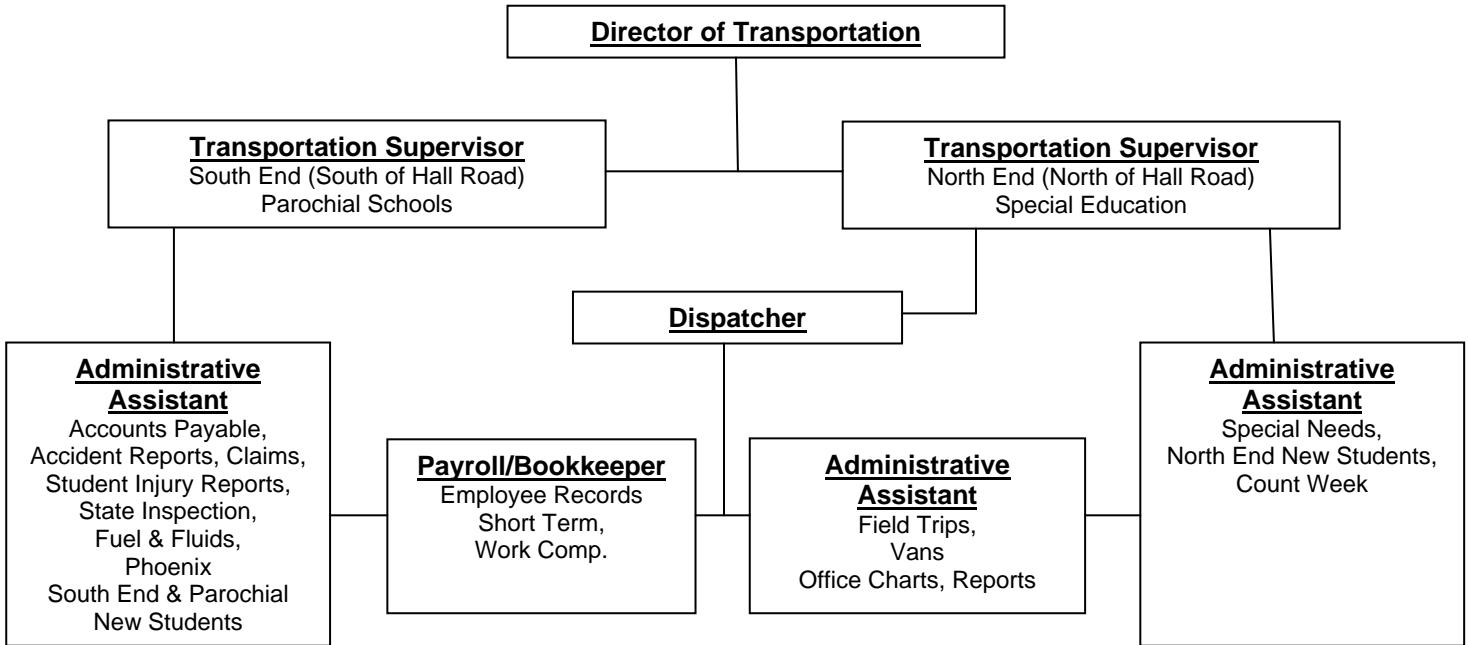
Dated: \_\_\_\_\_ By: \_\_\_\_\_

Its:

**ATTACHMENT C: Pupil Transportation Staffing**

**UTICA COMMUNITY SCHOOLS**

**TRANSPORTATION DEPARTMENT  
ORGANIZATIONAL CHART**



**2010-11 STAFFING**

Director of Transportation	1
Supervisors	2
Bus Drivers	240
Bus Aides	1
Dispatcher	1
Secretaries	3
Payroll	1
School Bus Skilled Trade Mechanic (Head)	1
School Bus Skilled Trade Mechanic (Shift Leader)	1
School Bus Skilled Trade Mechanics	9

## **Appendix A Required Response Forms**

Instructions: The following forms **MUST be completed and submitted** as part of the Proposal.

<b>REQUIRED RESPONSE FORMS</b>
<b>Appendix A1: Intent to Propose/Statement of Non-Proposal</b>
<b>Appendix A2: Bid Summary</b>
<b>Appendix A3: Pricing Detail</b>
<b>Appendix A4: Bid Signature Form</b>
<b>Appendix A5: Contractor's Signed Acceptance Form; Acknowledgment of Addenda</b>
<b>Appendix A6: Contractor's Background Questionnaire</b>
<b>Appendix A7: Comply / Exception Form</b>
<b>Appendix A8: Subcontractors</b>
<b>Appendix A9: References</b>
<b>Appendix A10: Familial Relationship Affidavit</b>
<b>Appendix A11: Non-Collusion Affidavit</b>
<b>Appendix A12: School Safety Legislation Affidavit</b>

A Proposal must include a completed copy of each form, in the order listed above. Failure to submit each of the above forms may be cause for rejection of a Proposal.

**APPENDIX A1: INTENT TO PROPOSE / STATEMENT OF NON-PROPOSAL**

**INTENT TO PROPOSE**

Prospective Contractors are required to submit a written “Intent to Propose” via regular first class mail or email before **4:00 p.m., Friday, May 20, 2011**. Submitting an “Intent to Propose” does not obligate the Contractor to submit a Proposal. By submitting an “Intent to Propose,” a prospective Contractor will receive future amendments and notices concerning this RFP.

The written “Intent to Propose” must include the company name, mailing address, phone number, fax number and email address of the Proposer’s main contact for communications regarding this RFP. Prospective Proposers should email this information to:

**Purchasing@uticak12.org**

**STATEMENT OF NO PROPOSAL**

If your company DOES NOT intend to submit a Proposal, please complete and return this page as soon as possible. Your response will assist us in evaluating all responses for this important project and improve our bid solicitation process.

Our company does not intend to submit a proposal because:

- Specifications are unclear (explain below)
- We are unable to meet the specifications
- Insufficient time to respond to this Request for Proposal
- Our schedule would not permit us to perform the requested services
- We are unable to meet the insurance requirements
- The scope of the work is too extensive for our company
- Other: \_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated: _____	By: _____ (Signature of Authorized Signor)
Print Name:	
Title:	
Name of Company:	
Address:	
Phone:	
Fax:	
Email:	

**APPENDIX A2: BID SUMMARY**

	<b>Response</b>
Name of Company	
Name of Proposal Preparer	
Phone Number	
Fax Number	
Email Address	

**APPENDIX A2: BASE BID**

Please provide total annual costs for your proposed services.

<b>OPTION #1</b>	<b>Cost:</b>
Year 1 Cost (7/1/11 – 6/30/12)	\$
Year 2 Cost (7/1/12 – 6/30/13)	\$
Year 3 Cost (7/1/13 – 6/30/14)	\$
<b>Grand Total</b>	\$
Performance Bond – First 12 months only. (Do not include in above)	\$

<b>OPTION #2</b>	<b>Cost:</b>
Year 1 Cost (7/1/11 – 6/30/12)	\$
Year 2 Cost (7/1/12 – 6/30/13)	\$
Year 3 Cost (7/1/13 – 6/30/14)	\$
<b>Grand Total</b>	\$
Performance Bond – First 12 months only. (Do not include in above)	\$

<b>OPTION #3</b>	<b>Cost:</b>
Year 1 Cost (7/1/11 – 6/30/12)	\$
Year 2 Cost (7/1/12 – 6/30/13)	\$
Year 3 Cost (7/1/13 – 6/30/14)	\$
<b>Grand Total</b>	\$
Performance Bond – First 12 months only. (Do not include in above)	\$

<b>OPTION #4</b>	<b>Cost:</b>
Year 1 Cost (7/1/11 – 6/30/12)	\$
Year 2 Cost (7/1/12 – 6/30/13)	\$
Year 3 Cost (7/1/13 – 6/30/14)	\$
<b>Grand Total</b>	\$
Performance Bond – First 12 months only. (Do not include in above)	\$

<b>OPTION #5</b>	<b>Cost:</b>
Year 1 Cost (7/1/11 – 6/30/12)	\$
Year 2 Cost (7/1/12 – 6/30/13)	\$
Year 3 Cost (7/1/13 – 6/30/14)	\$
<b>Grand Total</b>	\$
Performance Bond – First 12 months only. (Do not include in above)	\$



**APPENDIX A3: PRICING DETAIL**

**SCHOOL DISTRICT OPTION #1**

(To be provided by the Proposer referencing pricing elements, amounts, conditions and assumptions as identified in the Request for Proposals and the Contract)

<b>SCHOOL DISTRICT Owned Buses</b>	Number of Vehicles	Number of Days per Year	Cost per Route per Day		
			2011-12	2012-13	2013-14
Regular Transportation (am/pm runs)		180			
Late Runs		180			
Daily Shuttles		180			
Special Needs Transportation		180			

<b>SCHOOL DISTRICT Owned Buses</b>		Cost per Route per Day		
		2011-12	2012-13	2013-14
Athletic Trips	Per hour			
	Per mile			
	Minimum Charge/Trip			
Off-Site Learning and Extra Curricular	Per hour			
	Per mile			
	Minimum Charge/Trip			

<b>OTHER CHARGES</b>				
		2011-12	2012-13	2013-14
White Fleet Maintenance				
Performance Bond			N/A	N/A

**APPENDIX A4: BID SIGNATURE FORM**

The undersigned declares that he/she has carefully examined all the requirements of this RFP and that he/she fully understands those requirements.

Proposal: Pupil Transportation Services

Option #1:

Total Price – Bid    Numeric: \$ \_\_\_\_\_  
Written: \_\_\_\_\_ Dollars

Option #2:

Total Price – Bid    Numeric: \$ \_\_\_\_\_  
Written: \_\_\_\_\_ Dollars

Option #3:

Total Price – Bid    Numeric: \$ \_\_\_\_\_  
Written: \_\_\_\_\_ Dollars

Option #4:

Total Price – Bid    Numeric: \$ \_\_\_\_\_  
Written: \_\_\_\_\_ Dollars

Option #5:

Total Price – Bid    Numeric: \$ \_\_\_\_\_  
Written: \_\_\_\_\_ Dollars

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**THIS BID WILL BE IRREVOCABLE UNTIL THE EARLIER OF 90 DAYS FROM THIS DATE OR THE DATE OF THE BID AWARD.**

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Person executing bid and official capacity)

\_\_\_\_\_  
(Names of Principal Officers: Designate Official Capacity)  
(If Partnership or assumed name, indicate name of owner(s)).

**APPENDIX A5: CONTRACTOR'S SIGNED ACCEPTANCE FORM  
AND ACKNOWLEDGMENT OF ADDENDA**

<u>Addendum #1</u>	<u>Addendum #2</u>	<u>Addendum #3</u>
Dated: _____	Dated: _____	Dated: _____
Initials: _____	Initials: _____	Initials: _____

**OTHER ACKNOWLEDGMENTS**

On this \_\_\_\_\_ day of May, 2011, the undersigned declares that he/she has carefully examined the Instructions/Conditions for this Proposal and will honor all specifications set forth in the Request for Proposal, except as expressly noted in this Proposal, and will honor all pricing included within this Proposal. The undersigned acknowledges that:

- Utica Community Schools reserves the right to hold Proposals for a period of time (90 days) from Proposal opening date.
- Utica Community Schools reserves the right to accept or reject any or all Proposals in whole or in part, or to waive any informality therein. The Contract may be awarded to other than the lowest Proposer if, in Utica Community Schools' opinion, it is in the School District's best interest.
- If an award is made to (Name of Company) under this Proposal, the Company agrees to enter into a Contract with Utica Community Schools to furnish Pupil Transportation Services in strict accordance with this Proposal.

My signature certifies that the Proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that this company has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest with Utica Community Schools, and that there are no principals, officers, agents, employees, or representatives of this company that have any business or personal relations with any other companies or persons that could be considered a conflict of interest or a potential conflict of interest with Utica Community Schools, pertaining to any and all work or services to be performed as a result of this RFP and any resulting Contract with Utica Community Schools.

I hereby certify that I am authorized to sign as a Representative for the Company.

Authorized Signature:	_____
Name of Company:	_____
Printed /Typed Name of Authorized Signer	_____

## APPENDIX A6: CONTRACTOR BACKGROUND QUESTIONNAIRE

This form must be completed in full by every company proposing to provide services in response to this RFP.

Question	Contractor Response
<b>Contractor Information</b>	
Contractor Name:	
Address:	
Contact:	
Telephone Number:	
E-Mail Address:	
Fax Number:	
Year in which company was founded	
Is company wholly owned? If not, identify the parent company	
Gross sales of the company's last fiscal year	
Total # of pupil transportation services contracts in Oakland, Macomb or Wayne counties	
Total # of pupil transportation services contracts in Michigan	
Total # of K-12 pupil transportation services contracts	
Average onsite employee turnover rate	
Average years of service per onsite employee	
Where is your closest support facility/sales office?	
Where is your headquarters office?	
Is your company an equal opportunity employer?	
How many total employees does your company have?	

Question	Contractor Response
Please list your company's annual revenue for:	2010: 2009: 2008:
Confirm that your company will serve as the primary contractor and take responsibility for coordinating the efforts of any/all third parties.	
If your company is proposing to use a subcontractor on this project, please complete Appendix A8. The District will decide whether a subcontractor may be used and has the right to approve all specific subcontractors of the company at any time.	
Please provide descriptions of the services proposed, including staffing descriptions and key assumptions.	
Please indicate what training is provided to your staff. Type: Annual hours:	
Please confirm that the company will provide a dedicated team of employees for Utica Community Schools ( <i>i.e.</i> , they will not work in other school districts or for other companies for the duration of their assignment to the School District).	

Question	Contractor Response
Please indicate the average number of years each level of staff has with YOUR company. Supervisors: Bus Drivers: Mechanics:	
Please describe your company's recruitment process including background and reference checks.	
Do you anticipate changing the School District's current staffing levels to meet the requirements of the bid? If so, please explain fully?	
Please suggest any areas in which you foresee potential cost savings to the School District and identify what those savings would be.	

Authorized Representative Initials: \_\_\_\_\_

**APPENDIX A7: COMPLY / EXCEPTION FORM**

Each Proper must clearly indicate whether it will either comply or take an exception to each of the sections in this RFP. A completed form MUST be submitted with every response.

Please respond by placing either a “Yes” or “No” in the “Comply?” column. If responding “No” to “Comply?” for any section or subsection, please state the exception and provide a reason.

<b>Section</b>	<b>RFP Item</b>	<b>Comply?</b>	<b>If “No” to “Comply?” for any section or sub-section, please state the exception and a reason.</b>
<b>4</b>	<b>PROPOSAL REQUIREMENTS</b>		
<b>4.1.1</b>	Introductory Letter		
<b>4.1.2</b>	Appendices (Required)		
<b>4.1.3</b>	Additional Information (Required)		
<b>4.1.3.1</b>	Organizational Chart, Chain of Command		
<b>4.1.3.2</b>	Transition Plan		
<b>4.1.3.3</b>	Staff Continuity Plan		
<b>4.1.3.4</b>	Workers Compensation Experience Modification Factor		
<b>4.1.3.5</b>	Written Statement of Current Contracts		
<b>4.1.3.6</b>	Ability to Secure Necessary Parts and Supplies		
<b>4.1.3.7</b>	Pupil Transportation Management Services and Expertise		
<b>4.1.3.8</b>	Insurance Certificate		
<b>4.1.3.9</b>	Audited Financial Statements/Audited Financial Report		
<b>4.1.3.10</b>	Litigation/Regulatory Proceedings List		
<b>5</b>	<b>PUPIL TRANSPORTATION SERVICES REQUIREMENTS</b>		
<b>5.1</b>	Scope of Services		
<b>5.1.1</b>	Services Included		
<b>5.1.2</b>	Routing		
<b>5.1.3</b>	Management and Maintenance of Buses and Other Vehicles		
<b>5.1.4</b>	Pupil Transportation Personnel		
<b>6</b>	<b>CONTRACTOR’S OBLIGATIONS</b>		
<b>6.1</b>	General		
<b>6.2</b>	Management		
<b>6.3</b>	Contractor’s Communication with Administration		

<b>Section</b>	<b>RFP Item</b>	<b>Comply?</b>	<b>If “No” to “Comply?” for any section or sub-section, please state the exception and a reason.</b>
<b>6.4</b>	Utica Community Schools – Contractor Liaison		
<b>6.5</b>	Personnel		
<b>6.5.1</b>	Activities Outside of the Regular School Day		
<b>6.5.2</b>	Weekend Activities		
<b>6.5.3</b>	Employee Scheduling		
<b>6.5.4</b>	Absenteeism		
<b>6.5.5</b>	Changes in Assignment		
<b>6.5.6</b>	Additional Requirements for Pupil Transportation Staff		
<b>6.5.6.2</b>	Pre-Employment Screening		
<b>6.5.6.3</b>	School Safety Initiative Legislation		
<b>6.5.6.4</b>	Drug Testing		
<b>6.5.6.5</b>	Other Requirements		
<b>6.5.6.6</b>	Pupil Transportation Staff Training Requirements		
<b>6.6</b>	Uniforms and Identification		
<b>6.7</b>	Licenses and Permits		
<b>6.8</b>	Changes in Established Transportation Time Schedules		
<b>6.9</b>	Changes in School Schedules		
<b>6.10</b>	Safety Program		
<b>6.11</b>	Maintenance Standards		
<b>6.12</b>	Responsible Party		
<b>6.13</b>	Consumables, Parts and Supplies		
<b>6.14</b>	Contractor’s Records And Reporting Requirements		
<b>6.14.1</b>	Records to be Maintained by the Contractor		
<b>6.14.1.1</b>	Operating Records		
<b>6.14.1.2</b>	Personnel Records		
<b>6.14.1.3</b>	Procedures		
<b>6.14.1.4</b>	Reports to be Submitted Regularly to Utica Community Schools by the Contractor		
<b>6.14.1.4.1</b>	MIOSHA		
<b>6.14.1.4.2</b>	Accident Reports		
<b>6.15</b>	Family Educational Rights and Privacy Act (“FERPA”), 20 USC 1232g		
<b>6.16</b>	Student Discipline		



<b>Section</b>	<b>RFP Item</b>	<b>Comply?</b>	<b>If “No” to “Comply?” for any section or sub-section, please state the exception and a reason.</b>
6.17	Property Damage and Protection		
6.18	Keys And Identification/Door Access Badges		
6.18.1	Initial Issuing of Keys and Identification/Door Access Badges		
6.18.2	Copying of Keys		
6.18.3	Key and Identification/Door Access Badge Replacement		
6.18.4	Key and Identification/Door Access Badge Inventory		
6.18.5	Lost Keys and Identification/Door Access Badges		
6.18.6	Re-keying of Locks		
6.18.7	Security of Keys and Identification/Door Access Badges		
6.18.8	Termination of Contract		
6.18.9	Trading of Keys and Identification Badges		
6.19	Operational Efficiency		
9	ADDITIONAL TERMS AND CONDITIONS		
9.3	Compliance with Federal, State and Local Law and Utica Community Schools Board of Education Policies		
9.4	Taxes		
9.5	MIOSHA & OSHA Compliance		
9.6	Insurance Requirements		
9.7	Nondiscrimination in Employment		

<b>Attachments</b>	<b>Description</b>	<b>Comply?</b>	<b>If “No” to “Comply?” to any section or sub-section, please state your exception and a reason.</b>
A	Tentative Contract		
B	Tentative Facility Lease Agreement		

Appendices	Description	Comply?	If “No” to “Comply?” to any section or sub-section, please state your exception and a reason.
A1	Intent to Propose / Statement of Non-Proposal		
A2	Bid Summary		
A3	Pricing Detail		
A4	Bid Signature Form		
A5	Contractor’s Signed Acceptance Form; Acknowledgment of Addenda		
A6	Contractor Background Questionnaire		
A7	Comply / Exception Form		
A8	Subcontractors		
A9	References		
A10	Familial Relationship Affidavit		
A11	Non-Collusion Affidavit		
A12	School Safety Legislation Affidavit		

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed /Typed Name of Authorized Signer \_\_\_\_\_

**APPENDIX A8: SUBCONTRACTORS**

<b>SUBCONTRACTORS</b>	
Subcontractor?	
Name of subcontractor:	
Have you worked with this subcontractor within the last 12 months?	
Subcontractor responsibilities to include:	
Provide three (3) customer references for this subcontractor (including contact names and phone numbers).	1. 2. 3.

Authorized Signature:	_____
Name of Company:	_____
Printed /Typed Name of Authorized Signer	_____

## APPENDIX A9: REFERENCES

### REFERENCES

Please list the K-12 school districts for which your company currently provides any of the services contemplated by this RFP. Attach an additional sheet if necessary.

List three (3) school districts for which this service is currently being performed by your company, or has been performed within the past three (3) years by your company, and complete the following:

<b>School District Reference #1</b>	<b>Response</b>
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	
<b>School District Reference #2</b>	<b>Response</b>
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	
<b>School District Reference #3</b>	<b>Response</b>
School District Name:	
Contact Name:	
Contact Phone Number:	
Date of Service Initiation:	
Services Provided:	

**APPENDIX A10: FAMILIAL RELATIONSHIP AFFIDAVIT**

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE PROPOSER AND FURNISHED WITH EVERY BID**

**The Board of Education will not accept this bid without this completed, signed and notarized form.**

**FAMILIAL RELATIONSHIP AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

TAX ID#: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_ (title) of "Proposer," which has submitted to Utica Community Schools a Proposal to provide Pupil Transportation Services, and hereby represents and warrants, except as provided below, that no familial relationships exist between the Proposer or any employee of the Proposer, and any member of the Board of Education of Utica Community Schools or the Superintendent of the School District.

\_\_\_\_\_  
(If no exceptions, please state.)

**List any Familial Relationships:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Affiant's Signature

On this \_\_\_\_ day of May, 2011, before me, a Notary public, in and for the above-referenced county, personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Affidavit of Proposer – Familial Relationships, by him/her signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he believes same to be true.

\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_, Michigan

**APPENDIX A11: NON-COLLUSION AFFIDAVIT**

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE PROPOSER AND FURNISHED WITH EVERY BID**

**The Board of Education will not accept this bid without this completed, signed and notarized form.**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

TAX ID#: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the "Proposer" has submitted to Utica Community Schools a Proposal to provide Pupil Transportation Services. Except as specified below, the Proposer constitutes the only firm having any interest in the Proposal or in any contract, benefit or profit which may, might or could accrue as a result of said Proposal, said exceptions being as follows:

\_\_\_\_\_  
(If no exceptions, please state.)

Affiant further states that said Proposal is, in all respects, fair and is submitted without collusion or fraud, and that no employee, administrator or Board member of Utica Community Schools is directly or indirectly interested in the Proposal.

\_\_\_\_\_  
Affiant's Signature

On this \_\_\_\_ day of May, 2011, before me, a Notary public, in and for the above-referenced county, personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Non-Collusion Affidavit, by him/her signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he/she believes same to be true.

\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_, Michigan

**APPENDIX A12: SCHOOL SAFETY LEGISLATION AFFIDAVIT**

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE PROPOSER AND FURNISHED WITH EVERY BID**

**The Board of Education will not accept a Proposal without this completed, signed and notarized form.**

**COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_ (title) of "Proposer," which has submitted to Utica Community Schools a Proposal to provide Pupil Transportation Services. Proposer warrants and represents that any and all persons who will work directly or indirectly for the Proposer, including, but not limited to, Proposer's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any "listed offenses."<sup>1</sup> In this regard, Proposer agrees, without limitation, to report within three (3) business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code<sup>2</sup> or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, pleads guilty or pleads no contest to that crime. Proposer further agrees that it will require any and all persons who will work directly or indirectly for the Proposer in the furtherance of this bid to present themselves for fingerprinting to permit criminal history and criminal background checks to satisfy the legal provisions cited in this paragraph. Proposer will bear the full cost of any such fingerprinting.

\_\_\_\_\_  
Affiant's Signature

On this \_\_\_\_ day of May, 2011, before me, a Notary public, in and for the above-referenced county, personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Compliance with School Safety Initiative Legislation Affidavit, by him/her signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he/she believes same to be true.

\_\_\_\_\_  
, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_, Michigan

<sup>1</sup> The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act ("SORA"), MCL 28.722.

<sup>2</sup> MCL 380.1535a(1).

**REQUEST FOR PROPOSALS  
FOR  
PUPIL TRANSPORTATION SERVICES**

**FARMINGTON PUBLIC SCHOOLS  
Attention: Mr. David Ruhland  
32500 Shiawassee Road  
Farmington, Michigan 48336  
Telephone: (248) 489-3387  
Fax: (248) 489-3348  
E-mail: david.ruhland@farmington.k12.mi.us**

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## **I. OVERVIEW**

### **1.1. PURPOSE**

Farmington Public Schools (the “School District”) currently provides pupil transportation services for the general education and special needs students located within the School District. The purpose of this Request For Proposals For Pupil Transportation Services (the “RFP”) is to establish a contractual relationship with an experienced and qualified pupil transportation services entity(ies) to provide general education and special needs pupil transportation, extra-curricular and athletic transportation requested by the School District, as well as transportation fleet maintenance services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. The School District may select one or more experienced and qualified pupil transportation services entities to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide effective pupil transportation and transportation fleet maintenance services for the School District within the scope of this RFP. Past experience will also be judged by the references of each entity. Staffing and experience with transitioning public school district transportation services shall be included in the entity’s qualifications. A major portion of the negotiations will include the financial terms of the Contract. Each entity submitting a Proposal should be prepared to make a presentation to a committee of the School District, not to be more than thirty (30) minutes in length.

### **1.2. OBJECTIVE OF RFP**

The primary objective of this RFP is to offer experienced professional pupil transportation services entities the opportunity to present a thoroughly detailed Proposal of their **qualifications** and **experience** in providing and performing comprehensive pupil transportation and transportation fleet maintenance services and assisting school districts of similar size and scope as the School District with its pupil transportation and transportation fleet maintenance processes. The secondary objective of this RFP, subject to the terms and conditions of the Contract, is to establish a mutually beneficial relationship with an experienced professional entity under which the pupil transportation and transportation fleet maintenance services will be performed.

Each Proposal must detail the entity’s experience and expertise in order to allow the School District to properly and promptly evaluate each Proposal, and the failure to do so may cause the School District to reject said Proposal. The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole and absolute discretion. The School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the entities submitting Proposals.

**1.3. SCHOOL DISTRICT PROFILE AND OVERVIEW**

This RFP contemplates and is intended to procure the pupil transportation and bus maintenance services under the form of Contract included in this RFP for the School District. The School District’s boundaries encompass the City of Farmington, the majority of the City of Farmington Hills, and a portion of West Bloomfield Township, in the County of Oakland, Michigan. Please refer to the accompanying information and attachments for demographic profiles of the School District and requisite operational information relative to the School District’s current pupil transportation services.

**\*PLEASE SEE DETAILED INFORMATION FROM THE SCHOOL DISTRICT EVIDENCING THEIR CURRENT PUPIL TRANSPORTATION SERVICES ATTACHED HERETO.**

**OVERVIEW OF SCHOOL DISTRICT**

- ◆ Schools
  - Elementary ..... 9 (only 8 transported)
  - Upper Elementary .....2
  - Middle .....2
  - High School .....3
  - Pre-School/Early Childhood Center/Alternative High School ....2
  - Special Needs Schools .....2
  
- ◆ Students
  - Enrollment .....11,598
  - Students Transported Daily .....5,700
  - Projected Decrease in Enrollment for 2011/12.....400
  
- ◆ Operating Budgets
  - District .....\$148,740,000.00
  - Transportation - .....\$6,009,826.00
  
- ◆ Vehicular Assets
  - Buses .....93 (77 daily/16 spares)
  - Support Vehicles .....34
  
- ◆ Routing Software ..... Polyplot
  
- ◆ Fleet Maintenance Software ..... Fleet Manager

- ◆ GPS System.....None
- ◆ Video Surveillance System.....None
- ◆ Mileage Data (2009/2010) - Annual
  - General Education .....670,226 miles
  - Special Education.....367,556 miles
  - Extra-Curricular/Field Trips .....51,575 miles
- ◆ Number of Daily Route Drivers .....77
- ◆ Number of Daily On-Site Cover Drivers .....15
- ◆ Number of Daily On-Call Cover Drivers .....0
- ◆ Number of Transportation Aides .....17
- ◆ Daily Routes Run .....77
- ◆ Daily Shuttles Run .....19

**1.4. SELECTION TIMELINE**

NOTE: Throughout this RFP, a prospective pupil transportation services entity is referred to as the “Contractor.”

**The School District’s anticipated timeline for its selection process is:**

Issuance of this RFP	February 18, 2011
Mandatory Pre-Proposal Conference at 32500 Shiawassee Road, Farmington, MI 48336.	<b>3 PM</b> - February 23, 2011
Deadline for written Intent To Respond	March 1, 2011
Deadline for written Requests For Clarifications	March 14, 2011
<b>DUE DATE FOR PROPOSALS</b>	<b>3 PM, March 22, 2011</b>
Contractor interviews and presentations to the School District	Week of April 4, 2011
School District’s Consideration of the Contract	April 26, 2011
Implementation of Contract	July 1, 2011

**PLEASE NOTE:** The School District reserves the right, in its sole and absolute discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

1.5. **PROPOSAL SUBMISSION DUE DATE AND REQUIREMENTS**

The due date and time for receipt of Proposals is:

**March 22, 2011 at 3 p.m. EST (the “Due Date”)**

- 1.5.1. **Proposal Envelope:** The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED  
PUPIL TRANSPORTATION SERVICES  
[Contractor’s Name]  
[Contractor’s Address]  
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follows:

FARMINGTON PUBLIC SCHOOLS  
Attention: Mr. David Ruhland  
32500 Shiawassee Road  
Farmington, Michigan 48336

- 1.5.2. **Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date specified above will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 1.5.3. **Returned Proposals:** All Proposals received after the Due Date specified above will be returned by making them available to the respective Contractor, unopened, for said Contractor to pick-up at their sole cost and expense.
- 1.5.4. **Signed Original Proposal:** Each Proposal submitted must be an original and hard copy, and signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 1.5.5. **Copies of Proposal:** The Contractor shall also submit with its signed original Proposal, eight (8) complete copies of the signed original of the Proposal.
- 1.5.6. **Opening of Proposals:** At the specified location, Due Date and time stated above, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.
- 1.5.7. **E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the

Proposal itself, references in this RFP to “written” form of communications include e-mail.

- 1.5.8 Intent to Respond:** Each Contractor who intends to submit a Proposal in response to the RFP shall submit an “Intent To Respond” via e-mail to Mr. David Ruhland at david.ruhland@farmington.k12.mi.us, on or before **5 p.m., March 1, 2011**. The Intent to Respond shall include the name of the Contractor, the name of a contact person and that person’s e-mail address. Failure to submit an Intent To Respond by the aforementioned deadline does not preclude a Contractor from submitting a Proposal; however, Contractors who do not submit an Intent To Respond by the aforementioned deadline will not receive notifications of Requests for Clarification and Addenda and it shall be the Contractor’s sole responsibility to check the School District’s website for the same.
- 1.5.9 Additional Requests For Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarifications received after the close of business on **March 14, 2011**. The response to any Request For Clarification will be posted to the School District’s website and notification of such posting will be provided to all parties that filed an Intent To Respond with the School District by the deadline set in Section 1.5.8. Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Mr. David Ruhland at david.ruhland@farmington.k12.mi.us.
- 1.5.10 Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for site/fleet inspections, or additional Requests for Clarification in accordance with Paragraph 1.5.9 above.
- 1.5.11 Addenda to this RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that filed an Intent To Respond with the School District. All addenda will be issued through the School District’s website and all addenda shall become a part of the RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.



- 1.5.12 RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in this RFP, an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 1.5.13 Good Faith Deposit:** Each Proposal must be accompanied by a bid bond or certified check in an amount of 5% of the first year's total cost of the Contract, as a guarantee of Contractor's good faith on the part of the Contractor. If a bid bond is posted by a Contractor, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "FARMINGTON PUBLIC SCHOOLS." The School District shall not be liable for any interest earned thereon. The good faith deposit shall be forfeited as liquidated damages, and not a penalty, if the Contractor withdraws its Proposal after the Due Date for submission of Proposals or, upon award of its Proposal by the School District, Contractor fails to execute the form of Contract and provide insurance and bonds acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal, within fifteen (15) days of an award of a Contract to the Contractor. Good faith deposits shall be returned to all Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor.
- 1.5.14 Finality of Decision:** Any decision made by a School District, including the Contractor selection, shall be final.
- 1.5.15 Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to negotiate with the Contractors concerning their Proposals. In the event a Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to thereafter nullify its acceptance, reject said Proposal and select another Contractor.
- 1.5.16 Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

**1.5.17 Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

**1.5.18 Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

**1.5.19 Collusive Bidding:** The Contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

## **1.6. PROPOSAL REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by the Contractor and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please refer also to Sections 1.5, 4, 5.1 and 5.2 of this RFP for additional Proposal requirements.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Contractor's overall qualifications. Each Proposal shall also include any other information that the Contractor feels is significant with respect to the School District making an informed decision relative to the Proposal.

**Any exceptions to the terms and conditions contained in this RFP or the form of Contract contained in this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP or form of Contract cannot be met by, or in the Contractor's opinion should be not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal.**

Each Contractor shall submit its Proposal with firm pricing for a three (3) year term. Each Proposal shall include a transition plan/implementation schedule. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

Attached to this RFP is a form of contract under which the Transportation Services and Maintenance Services requested under this RFP shall be provided by the successful

Contractor (the “Contract”)(*See also* Section 3.1 of this RFP). Should the successful Contractor elect to use the maintenance facilities of the School District in order to provide the Transportation Services and Maintenance Services requested under this RFP and the Contract, attached is a form of use agreement for these facilities (the “Use Agreement”)(*See also* Section 3.1 of this RFP). Both the Contract and Use Agreement contain many details relative to the Transportation Services and Maintenance Services of the School District, the terms and conditions under which the Transportation Services and Maintenance Services shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract or Use Agreement, or any other special considerations or conditions requested or required by the Contractor relative to the Contract or Use Agreement shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or in the opinion of the Contractor are not applicable to, the Contractor, or other special conditions or considerations.

Additionally, each Proposal must include, at a minimum, the following:

- 1.6.1** A cover letter, which will serve as an introduction of your company on business letterhead.
- 1.6.2** The background and qualifications of the personnel who will be involved with the School District. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School District liaison, if any, would be placed.
- 1.6.3** A detailed list setting forth any exceptions to the RFP, the Contract or Use Agreement, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP, form of Contract or Use Agreement cannot be met by, or are not applicable to, the Contractor.
- 1.6.4** Detailed evidence that the Contractor is currently providing pupil transportation and bus maintenance services for other K-12 school districts. This should include school districts of similar size and scope as the School District.
- 1.6.5** References – Each Contractor shall provide other K-12 public school districts or educational institutions with which the Contractor has contracted to provide pupil transportation and transportation fleet maintenance services. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of services provided.
- 1.6.6** Detailed evidence of on-site, in-district state-of-the-art computerized routing management experience and staffing that includes all facets of pupil transportation management and routing, and boundary planning.
- 1.6.7** Evidence of successfully implementing and maintaining contemporary computer routing software programs. Include a description of qualifications for “in-house” staff dedicated to this critical area.

- 1.6.8** Evidence of resources available for research and development needed to keep abreast of the changing technologies in pupil transportation management.
- 1.6.9** Fully describe, and provide evidence and scope of, their formalized in-service training and educational programs for all employees, including management, staff, drivers, transportation aides and mechanics.
- 1.6.10** Technical capability – Contractors must provide evidence of all aspects of their transportation services capabilities. These should include human resources services, computer systems and capabilities, training programs for management and non-management personnel.
- 1.6.11** Good Faith Deposit - A bid bond or certified check in the amount equal to 5% of the 1<sup>st</sup> year total amount of the Contract.
- 1.6.12** Evidence of the ability to provide adequate insurance coverage to protect the interests of themselves and the School District. Contractor must provide evidence of insurance in the amounts set forth in the Contract and/or the Use Agreement.
- 1.6.13** Documentation of sufficient financial resources to provide pupil transportation and bus maintenance services for a School District of this size and complexity.
- 1.6.14** Evidence of the Contractor's understanding and acknowledgement of the requirement to meet all regulatory laws, codes, and requirements of Local, State, and Federal law that apply to Michigan public school districts and pupil transportation services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq.*), the Pupil Transportation Act (MCL 257.1801 *et seq.*) and the Individuals with Disabilities Education Act (20 USC 1400 *et seq.*).
- 1.6.15** Describe any other resources to be provided by your company, not listed above, which would result in a safe and efficient pupil transportation system.
- 1.6.16** List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Contractor's pupil transportation contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Contractor's pupil transportation contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Contractor has been a party providing any type of pupil transportation services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Contractor's supplies, equipment and services or the Contractor's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Contractor was found to have mistreated pupils in any manner. Therefore, it is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.
- 1.6.17** An audited financial report for the three (3) most recent fiscal years.

**1.6.18** A schedule indicating the wages and benefits to be offered to employees of Contractor; provided however, the pricing contained in a Contractor's Proposal must be based **only** on the wages and non-health related fringe benefits such as 401k plans, disability insurance etc., offered to the Contractor's employees. Contractor's Proposal and pricing **shall not** include the cost of medical, vision and/or dental insurance ("Health Benefits") offered to its employees. The Contractor shall, however, provide in its Proposal the additional monthly charge to the School District per employee who elects to take the Health Benefits from the Contractor, based upon the employer/employee contribution scenarios set forth in Section 4.2.

**1.6.19** A letter setting forth its agreement to be bound with the terms and conditions of this RFP, and the Contract (and Use Agreement if applicable).

**1.6.20** Completed Proposal Forms provided herein.

**1.6.21** The Familial Disclosure Affidavit attached hereto as **ATTACHMENT I** and submit the same along with its Proposal.

## **1.7. EVALUATION OF PROPOSALS**

Each Contractor submitting a Proposal should understand that the nature of the School District's pupil transportation operations are so complex that each and every facet of the operation may not be detailed in this RFP and the Contract. The Contractor must document their expertise, experience, and approach based on their understanding of the School District's requirements. The mandatory Pre-Proposal meeting will give the Contractor an opportunity to ask the necessary questions regarding this RFP and the School District's current pupil transportation operation. The Proposal must be complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

- ◆ **Management Capability** as shown by detailed evidence of Contractor's expertise, experiences, and references.
- ◆ **Business Stability** checked through various sources as well as the Proposal.
- ◆ **Routing Management Capability** as shown by detailed evidence provided by the Contractor and checked through various other sources.
- ◆ **Human Resources Management** as determined by references, and by checking other sources.
- ◆ **Cost** as indicated in the Proposal and through the negotiation process.

The School District will evaluate the Proposals, based on the above criteria as well as other methods. Moreover, the School District will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as deemed necessary by the School District, as well as other sources. The School District will select the Contractor, if any, that it deems most qualified to serve the interests of the School District to proceed to the negotiation process.

**1.8. ORAL INTERVIEW**

The School District may require qualified Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Contractor's Proposal. In that case, the School District will notify the Contractor's contact name as listed in its Proposal. In accordance with the RFP selection timeline, interviews will be scheduled during the week of **April 4, 2011**.

**1.9. SCOPE OF SERVICES**

The successful Contractor shall provide pupil transportation and bus maintenance services for:

- 1.9.1** Safe and reliable, on-time transportation of general education and special needs students to and from school on a daily basis within School District defined parameters.
- 1.9.2** Safe and reliable, on-time transportation of students for extra-curricular and athletic activities and field trips as requested by the School District, in accordance with the Contract.
- 1.9.3** Efficient routing of all regular education, special needs and other transportation routes of the School District, including but not limited to extra-curricular routes and field trips, as outlined in this RFP and the Contract. The Contractor may alter any of the existing routes of the School District, so long as all routes conform to all federal and state laws, as well as policies of the School District and all routes are approved in writing by the School District prior to implementation.
- 1.9.4** Maintenance of the buses and transportation fleet. The Contractor shall utilize certified mechanics to maintain the buses and transportation fleet of the School District.
- 1.9.5** The use of the transportation maintenance facility, including any and all utilities supplied to the facility. It is contemplated by this RFP that the School District's transportation maintenance facility will be available for the Contractor to use for the term of the Contract under the form of Use Agreement attached to this RFP. The School District, or another School District contractor, will maintain responsibility for all building maintenance, transportation fuel dispenser maintenance, grounds work, certain snow and ice removal, reasonable utilities, janitorial services, and capital expenditures reasonably required for the operation and use of this facility, provided that the Contractor will be liable for any damage to the transportation maintenance facility caused by the acts or omissions of the Contractor, its employees, agents and contractors. The transportation maintenance facility shall only be used by the Contractor to provide all maintenance for the School District's bus fleet and other School District vehicles, as required, as well as general fleet storage.
- 1.9.6** The selection, evaluation, training, compensation, and retention of transportation employees, including all necessary drivers, bus aides and management and

clerical personnel. The School District may retain a transportation liaison in order to facilitate administration of the Contract and communication between the School District and the Contractor.

- 1.9.7 Work in conjunction with the School District regarding student discipline issues and carry out any student discipline directives of the School District.
- 1.9.8 Effective communication with the School District including, but not limited to, the School District administration and Board of Education, bus drivers, bus aides, mechanics, transportation secretaries and with parents, students and the community.
- 1.9.9 Continuous analysis of the transportation operations of the School District in order to effectively manage costs, while maintaining services levels in accordance with School District policy and safety protocol. The Contract shall identify and implement operational efficiencies that will lead to cost reductions in the School District's Transportation Services.

## **1.10. EMPLOYEES**

It must be understood that this RFP provides for the selection of a professional contractor to provide pupil transportation services, including any applicable extracurricular activity and field trip transportation, for all regular education and special needs students within the School District, as well as the maintenance services for the School District's transportation fleet. The Contractor shall consider all current School District transportation personnel who are interested in employment with the Contractor, however, the Contractor shall be free to hire only those individuals which it deems to be best qualified, in its sole and absolute discretion. As noted above, the School District may maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the School District

Moreover, each Contractor shall understand that the bus drivers, one (1) transportation secretary and the transportation mechanics of the School District work under an organized labor union agreement(s). These labor agreements are attached as part of the School District's operational information included with this RFP.

## **II. SCHOOL DISTRICT OPERATIONAL INFORMATION**

This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract (as described in Section 3.1 below) nor a careful review of the Contract by the Contractor. Furthermore, this information is provided to demonstrate how the School District currently operates its pupil transportation functions, but also provided with the understanding that, due to the nature of pupil transportation services, may require modification at any given time for various circumstances. Capitalized terms used throughout the remainder of this RFP have the same meaning as set forth in the Contract.

## 2.1. GENERAL OPERATING INFORMATION

The School District covers approximately twenty-eight (28) square miles and its boundaries encompass the City of Farmington, the majority of the City of Farmington Hills, and a portion of West Bloomfield Township, Oakland County, Michigan. As set forth in Section 1.3 above, the School District currently provides Transportation Services for approximately 5,300 general education students, 175 special needs students and 225 non-public school students to and from school, operating seventy-seven (77) routes over approximately 1,000,000 miles annually in total. Additionally, the School District currently operates twenty-six (26) mid-day runs and nineteen (19) shuttles on a daily basis for its general education and special needs students. These mid-day runs and shuttle services are part of the normal AM/PM routes (See Section 2.2.7 below). The School District operates various special needs transportation routes during the school year and throughout the summer. The School District also currently provides transportation for various extra-curricular/field trips as requested by the individual school buildings of the School District, as well as transportation for the various clubs, groups and athletic teams of the School District. The School District operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, the Individual Education Plans (“IEP”) of the respective special needs students, as well as the School District’s Board of Education Policy and Procedures, which policies and procedures are attached as ATTACHMENT A.

To conform with the State of Michigan’s instructional time requirements, the School District has 180 required student attendance days per year. The School District schedules zero (0) calamity days per year. During the last school year, the School District used three (3) calamity days.

The School District’s transportation budget for the current school year is \$6,009,826.00. Attached as ATTACHMENT B are copies of the School District’s most recent transportation reports filed with State of Michigan agencies (SE 4094; SE 4096; SE 4107).

## 2.2. ROUTING

**2.2.1. General Education Daily Routing:** The School District currently operates a total of fifty-five (55) daily transportation routes for general education students and these routes are generally operated 180 days per year. See ATTACHMENT D for detailed routing information.

**2.2.2. Special Needs Daily Routing:** The School District currently operates a total of twenty-two (22) daily transportation routes for special needs students. The special needs routes are generally operated 180 day per year, however the Headstart and PPI runs are operated less than 180 days per year, and the Visions and Cloverdale runs are operated throughout the summer, being approximately 220 days per year. See ATTACHMENTS C and D for detailed routing information.



- 2.2.3. Mid-Day Routing and Shuttles:** The School District currently operates twenty-six (26) mid-day runs and nineteen (19) shuttles daily. These mid-day runs and shuttle services are part of the normal AM/PM runs (See Section 2.2.7 below). The School District operates on a “trimester” schedule and accordingly, various mid-day runs and shuttles are modified, added or deleted by the School District based upon the course offerings and programs in any given trimester. See **ATTACHMENTS C and D** for detailed routing information.
- 2.2.4. Full-Year and Summer Routing:** The School District currently operates eight (8) routes during the summer. See **ATTACHMENT D** for detailed routing information.
- 2.2.5. Extra-Curricular/Athletic Routes:** The School District provides transportation for its various school buildings, clubs, student organizations and athletic teams to and from various events, field trips, athletic contests and after school events/activities throughout the year. For the 2009/2010 school year, the School District provided transportation for various field trips (during the school day) and late activity/athletic trips (after normal school hours) for an approximate total of 9,583 hours, and covering approximately 51,575 miles. See **ATTACHMENT D** for detailed routing information.
- 2.2.6. Vocational and Other Routes:** The School District operates various vocational runs per year to outside vocational facilities/programs, but all runs are incorporated in the regular Routes. See **ATTACHMENTS C and D** for detailed routing information.
- 2.2.7. School District’s Classification of a Route:** As set forth in Sections 2.1, 2.2.3 and 2.2.6 above, the School District’s mid-day runs and shuttles are incorporated into the daily AM/PM transportation Routes. Accordingly, the School District’s classification of a “Route” includes the AM tiered run, mid-day and/or shuttle runs, and the PM tiered run that are operated by the same bus/driver, which collectively constitute a “Route” for purposes of this RFP, the pricing requested in Section 4 hereof, and the Contract.

**2.3. SCHOOL DISTRICT TRANSPORTATION PERSONNEL**

The School District currently employs various management personnel, bus drivers, transportation aides and maintenance personnel necessary for the provision of the transportation and bus maintenance operations of the School District. This below personnel information is provided for the purposes of detailing the School District’s current operations and **are not** requirements as to how the Contractor must operate.

- 2.3.1. Management Personnel:** The School District currently employs one (1) transportation supervisor, two (2) dispatcher(s), one (1) routing specialist and one (1) secretary/dispatcher. The supervisor, dispatchers and routing specialist are not employed under a union labor agreement. The secretary/dispatcher is employed

under a union labor agreement. Please see **ATTACHMENT F** for detailed personnel information, wages, fringe benefits and applicable labor agreements.

**2.3.2. Bus Driver Personnel:** The School District employs ninety-two (92) bus drivers. The seventy-seven (77) daily route drivers are employed under a union labor agreement. Please see **ATTACHMENT F** for detailed personnel information, wages, fringe benefits and applicable labor agreements. However, the fifteen (15) substitute drivers are not employed under a union labor agreement. They are paid \$13.00/hour, with no benefits.

**2.3.3. Transportation Aides Personnel:** The School District employs seventeen (17) transportation aides. These individuals are contracted through a third-party contractor. The hourly contracted rate for these transportation aides is \$9.70/hour.

**2.3.4. Mechanic Personnel:** The School District employs six (6) mechanics to service the School District's transportation fleet. These individuals are employed under a union labor agreement. Please see **ATTACHMENT F** for detailed personnel information, wages, fringe benefits and applicable labor agreements.

## **2.4. SCHOOL DISTRICT TRANSPORTATION FLEET**

**2.4.1. Buses:** The School District maintains and operates ninety-three (93) buses, consisting of seventy-seven (77) daily route buses and sixteen (16) spares. The School District owns all of the buses. The School District's bus fleet ranges in age from 1 to 13 years, with the approximate average age being 6 years. See **ATTACHMENTS B and E** for detailed information on each bus, including: 1) bus number; 2) year bus manufactured; 3) body make and chassis make; 4) vehicle identification number ("VIN"); 5) current mileage; and 6) seating capacity. The Contractor shall utilize the Bus Fleet for the sole purpose of providing the Transportation Services for the School District under the terms and conditions of this RFP and the Contract and for no other purpose(s) without the School District's prior written consent.

**2.4.2. Bus Specifications and Equipment:** All buses in the Bus Fleet are operated, equipped and maintained in strict compliance with all applicable federal, state and local laws, rules and regulations, including but not limited to the Michigan Pupil Transportation Act, as well as all School District Board of Education policies, procedures, rules and regulations. If any equipment or portion of a School District-owned bus is damaged due to the acts or omissions of the Contractor, the Contractor shall be liable for, and shall repair or replace such damage to a condition as good as prior to such damage occurring, at its sole cost and expense.

**2.4.2.1. Radio Communication Equipment:** All buses in the School District's fleet are equipped with two-way radio communication equipment. The successful Contractor may utilize the radio communication equipment currently installed in School District-owned buses, as well as spare equipment and the base station(s) for

its on-site management personnel, at no cost. The successful Contractor shall maintain the entire radio communications system, and shall document existence of a maintenance contract annually to the School District, at its sole cost and expense. The successful Contractor may upgrade the radio communication system for the buses if it so desires, upon the prior approval of the School District. At the expiration or earlier termination of the Contract, all School District-owned buses shall have equipment equal to that which is on those buses at the commencement of the Contract, which equipment shall be in good working order.

**2.4.3. Other Transportation Vehicles:** The School District maintains various other vehicles which are used for the School District's operations (the "White Fleet"). See **ATTACHMENT E** for detailed information on each vehicle, including: 1) year manufactured; 2) make and model; 3) vehicle identification number ("VIN"); 4) current mileage; and 5) equipment on vehicle.

**2.4.4. Fuel:** The School District maintains two (2) 10,000 gallon below-ground diesel fuel storage tanks. The School District will continue to provide and pay for fuel necessary for the School District's transportation operations. Fuel shall only be used for the School District's transportation operations. The School District utilizes the Veeder-Root TLS-350 fuel management system to track fuel usage. The School District will require the Contractor to continue to utilize this system.

## **2.5. TRANSPORTATION FACILITY**

**2.5.1. General Facility Information:** The School District owns and operates a transportation facility located at 32500 Shiawassee Road, Farmington, Michigan 48336 (the "Facility"). The Facility includes a transportation maintenance garage, bus parking area, and space for offices and driver's lounge. The School District will allow the successful Contractor to use the Facility in order to provide the Transportation Services and Maintenance Services contemplated under this RFP and the Contract in accordance with the terms and conditions of the Use Agreement and for no other purpose without the express written consent of the School District. The successful Contractor will be responsible for keeping the bus maintenance garage in a clean working order at all times, however, the School District will be responsible for all janitorial services, reasonable utilities and capital expenses for the Facility; however the Contractor will be responsible for repairs to the Facility caused by the acts or omissions of the Contractor, its employees and agents.

**2.5.2. Facility Amenities and Equipment:** The Facility contains four (4) bus bays, one (1) small vehicle bay, one (1) drive through bus wash, an air compressor, a fluid deliver system, four (4) bus hoists, and one (1) small vehicle hoist. The School District also has inventory of spare parts. See **ATTACHMENT E** for detailed parts inventory. The mutually agreed upon value of such inventory will be credited to the School District under the Contract. The inventory of spare parts

which will be available to the successful Contractor to service the School District-owned buses and for no other purposes. The Facility office consists of one (1) supervisor's office, one (1) fleet/routing office and one (1) dispatch office, a driver's lounge and a kitchen. In addition to the capital equipment set forth above, the Contractor will be able to utilize the existing office equipment, such as desks, chairs, computer and phones (long distance charges will be billed to Contractor at School District's rates) and a copier; however, the Contractor shall pay for all copies made on the School District copier on a "per click" basis in accordance with the School District's then applicable rental agreement. Aside from the above, there is no office equipment or other tools at the Facility which would be available to the successful Contractor.

### **III. CONTRACTUAL OBLIGATIONS**

#### **3.1. FORM OF CONTRACT AND USE AGREEMENT**

**3.1.1. Form of Contract:** This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT G**. The Contract contains many details relative to the transportation operations of the School District, as well as the terms and conditions under which the Transportation Services and Maintenance Services shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or in the opinion of the Contractor are not applicable to, the Contractor. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the School District's legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Transportation Services and Maintenance Services. This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor.

**3.1.2. Form of Use Agreement:** Should the successful Contractor elect to use the School District's Facility to carry out the Transportation Services and Maintenance Services contemplated by this RFP and the Contract, such arrangement shall be memorialized using the form of Use Agreement attached hereto as **ATTACHMENT H** (the "Use Agreement"). The Use Agreement contains the terms and conditions under which the Facility shall be used and

maintained by the successful Contractor. The Use Agreement should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Use Agreement, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the Use Agreement shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Use Agreement cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor. Following the selection of the successful Contractor by the School District, the Use Agreement will be finalized by the parties. The final Use Agreement shall be subject to the review and approval by the School District's legal counsel. The successful Contractor shall be responsible for snow removal from and between the buses, as well as along pathways necessary to access buses, and pathways/sidewalks adjacent to the Facility. The School District or another School District contractor will be responsible for general snow plowing at the Facility. The School District will allow the successful Contractor to utilize the fueling station located at the Facility. The cost of maintaining the fuel station and the cost of the fuel will be borne by the School District, except for neglect or misuse by the successful Contractor, its employees or agents. The successful Contractor will be responsible for any environmental contamination caused by its employees or agents. The School District will allow the Contractor to use, at no additional cost to the successful Contractor, existing large tools and special equipment and general office equipment as set forth in Section 2.5.2, above. Such tools and equipment will be specified at the initiation of the Use Agreement and will be maintained at the Facility during the Use Agreement term and returned by the successful Contractor at the conclusion of the Use Agreement in like condition, normal wear and tear excepted. Unless approved by the School District in writing, the Facility and related equipment shall only be used for School District operations.

### **3.2. CONTRACT CHARACTERISTICS**

**3.2.1. Contract Start-Up and Term:** The Contract shall commence as of July 1, 2011, and the initial term of the Contract shall be for three (3) years, ending on June 30, 2014 (the "Initial Term"). The School District shall have the option, in its sole and absolute discretion, to renew the Contract by up to three (3) additional years on a year-to-year basis, subject to the written approval of the School District's Board of Education (each a "Renewal Term" and collectively the "Renewal Terms").

**3.2.2. Performance Bond and Insurance Certificates:** Within fifteen (15) days after receiving formal notification that the Contractor was awarded the Contract, the Contractor shall furnish the following to the School District:

**3.2.2.1. Performance Bond:** The Contractor shall indicate in their Proposal the annual amount which the School District would be charged if the School District elects, in its sole and absolute

discretion, to require the Contractor to post a Performance Bond. The decision to require the Performance Bond rests in the sole and absolute discretion of the School District. If so required by the School District, the Performance Bond shall be in the full amount of the first year's total cost of the Contract, issued by a qualified surety naming the School District as an Obligee, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the State of Michigan and must be approved by the School District. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A- or better. The Performance Bond shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the State of Michigan. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this Paragraph, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. New Performance Bonds must be submitted annually to the School District if the School District elects to require a Performance Bond on an annual basis.

**3.2.2.2. Insurance Certificates:** An Insurance Certificate evidencing all insurance coverage required by the Contract and Use Agreement.

**3.2.2.3. Failure to Furnish Bonds and Insurance:** If the Contractor refuses or fails to submit the Performance Bond, if required, and/or Insurance Certificates within the 15-day period, the School District will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the School District as liquidated damages, and the services may be awarded to another Contractor who submitted a Proposal in response to this RFP.

**3.2.3. Services:** The Contractor shall perform all of the services described below and make any arrangements that may not be described but that are necessary to perform such services.

**3.2.3.1. Transportation Services:** The Contractor shall provide safe, efficient and reliable, on-time transportation from the designated bus stops approved by the School District to school and from school to the designated bus stops approved by the School District for general education, special needs students or those other persons eligible or authorized for transportation service on a daily basis in accordance

with the School District's defined parameters, the terms and conditions of the Contract, and the School District's policies and procedures. The Contractor shall also provide safe, efficient and reliable, on-time mid-day transportation and shuttle service in accordance with the School District's defined parameters, the terms and conditions of the Contract, and the School District's policies and procedures. The Contractor shall also provide safe, efficient and reliable, on-time transportation for Students and authorized District personnel to and from those curricular and extra-curricular activities as requested by the School District, including, but not limited to, field trips, extra-curricular trips and athletic events, in accordance with the School District's defined parameters, the terms and conditions of the Contract, and the School District's policies and procedures.

**3.2.3.2. Maintenance Services:** The Contractor shall maintain all District-owned buses and Contractor-owned buses (as described in Section 3.2.6 below) serving the School District in a good and safe mechanical and operating condition. All such buses shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire term of the Contract. The Contractor shall maintain all buses in strict accordance with all State, Federal, and any other local government minimum standards and regulations for school buses, including but not limited to, the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 *et seq.* (the "Pupil Transportation Act"), and such additional requirements as set forth in the Contract. The Contractor shall maintain the buses so that their condition remains equal to or exceeds that condition recorded on the written inspection form provided to School District by the Contractor, normal wear and tear excepted. Mechanically, the buses shall be maintained in a condition approximating that set out by the original manufacturer and necessary to pass all required inspections thereof. Replacement parts used for any School District-owned bus shall only be those which are "OEM approved" replacement parts. The Contractor shall be responsible for all costs and expenses associated with the maintenance of all School District-owned buses and Contractor-owned buses serving the School District. Major repairs authorized by the School District to School District-owned buses (transmission or engine replacement) shall be charged to the School District under an hourly fee for labor, and parts shall be charged at cost. All costs for labor and parts required for maintenance and repair of the White Fleet requested by the School District will be paid for by the School District at cost. The School District may elect to continue to provide replacement parts through its current vendors, or service the White Fleet through other vendors.

**3.2.4. Personnel:** Throughout the Initial Term, and any Renewal Term(s) which is/are exercised, the Contractor shall provide all personnel (including management, bus drivers, transportation aides, mechanics and clerical personnel) necessary for the

provision of the Transportation Services and Maintenance Services under the Contract. The School District may review all pre-employment and other records regarding any prospective or actual employee of the Contractor assigned to work under the Contract. The School District may also request orally or in writing the removal of any prospective or actual employee or agent of the Contractor from working under the Contract. The Contractor shall comply with any such request.

**3.2.5. Routing:** Contractor agrees to develop, and work in cooperation with the School District if necessary, the most advantageous routing plan for the safety of students within the guidelines provided for in the Contract and the School District's Board of Education policies and procedures. If routes need to be modified during the school year (i.e., new student is added or an Individual Education Plan ("IEP") is modified), the Contractor shall implement any routing change as soon as possible, but in not more than five (5) days following notice from the School District.

**3.2.6. Buses and Bus Replacement:** The Contractor will utilize those School District-owned buses currently in service and identified by the School District to provide the Transportation Services contemplated herein and the Contract. Each Contractor's Proposal shall not include any replacement buses for Year 1 of the Initial Term. Title to the School District-owned buses shall remain with the School District. The Contractor shall use School District-owned buses only to provide the Transportation Services for the School District. The School District shall provide prior to the commencement of the Initial Term, the model, year, body type and odometer reading of each School District-owned bus that will be made available for use by the Contractor for the Transportation Services. The School District and the Contractor will work cooperatively to develop a schedule/plan to retire/remove District-owned buses from service. Any new buses which are necessary for the provision of the Transportation Services for the School District shall be purchased by, and title shall remain with, the Contractor. Prior to ordering or purchasing any new bus to be used to service the School District, the Contractor must receive the School District's prior written approval. All costs associated with the new buses, including purchase and maintenance/repair, shall be borne by the Contractor. All buses servicing the School District shall be maintained and inspected in strict accordance with the terms and conditions of the Contract.

**3.2.7. Hold Harmless/Indemnification:** The Contractor shall indemnify, defend and hold the School District harmless pursuant to the terms and conditions of the Contract (and the Use Agreement, provided the Contractor elects to use the Facility).

## IV. PRICING QUOTES

### 4.1. COST INDEXING

Compensation for the Transportation Services and Maintenance Services described in this RFP MUST be fixed for the Initial Term (years one (1), two (2) and three (3)) of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene at least bi-annually with representatives of the School District, for the purpose of evaluating the



efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract, including but not limited to, a decrease in the number of routes or a decrease in the number of bus drivers or other employees necessary to carry out the provisions of the Contract as contemplated herein. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District.

## 4.2. **PRICING**

**4.2.1. Transportation and Maintenance Services Pricing:** The School District is seeking Proposals that include, costs and pricing quotes which will maintain the School District's regular education and special education existing Transportation Services. All regular and special education daily routing (including AM tiered runs, mid-day runs and PM tiered runs, and daily shuttles) shall be quoted on a cost per Route per day basis (See Section 2.2.7 for definition of a Route). This cost per Route per day shall include any costs for the required Maintenance Services. As further discussed in Section 4.2.5 below, this pricing must **not** include the charge for Health Benefits. Moreover, this pricing shall be based upon the assumption that the Contractor will not be required to purchase any new buses during Year 1 of the Initial Term. However, if the Contractor believes new buses will need to be purchased in Year 1 of the Initial Term to be in conformity with the maximum and average age requirements for the bus fleet set forth in the Contract, the Contractor shall indicate on the Proposal Pricing Form the number of buses it proposes to purchase, and any increased charges to the School District associated therewith.

**4.2.2. Transportation Shuttle Pricing:** The School District is seeking Proposals that include costs and pricing quotes to provide additional shuttles on a cost per shuttle charge.

**4.2.3. Other Transportation Pricing:** Proposals should also include quotes for extracurricular and late activity routes, i.e. field trips and athletic transportation, on a cost per hour basis.

**4.2.4. Transportation Aides:** The School District is also seeking the per/hour charge for any transportation aides necessary to operate the Transportation Services contemplated under the Contract.

**4.2.5. White Fleet Maintenance:** The School District is seeking a quote from Contractors to provide maintenance for the School District's White Fleet on a cost per hour for labor and parts paid at cost.

**4.2.6. Health Benefits:** The Daily Transportation and Maintenance Services Pricing shall **not** include any charges for Health Benefits that Contractor will offer its hourly (non-salaried) employees and shall be based **only** on the wages and non-health related fringe benefits such as 401k plans, life insurance, disability insurance etc., offered to the Contractor's employees. The Contractor shall, however, provide in its Proposal pricing the additional monthly charge to the

School District per employee who elects to take the Health Benefits from the Contractor, based upon the following employer/employee contribution scenarios:

**4.2.6.1.** 50%/50% HMO and PPO

**4.2.6.2.** 60%/40% HMO and PPO

**4.2.6.3.** 75%/25% HMO and PPO

**4.3.6.4.** 80%/20% HMO and PPO

The above charges should be set forth regarding fully family coverage, single coverage, single plus spouse, single plus dependent and student. The School District will be charged, on a monthly basis, the “employer contribution” for each Contractor employee who elects to receive Health Benefits coverage (the first % listed is the “employer contribution”). The Contractor or the employee will be responsible for the “employee contribution.” If the Contractor does not traditionally provide Health Benefits with the coverages set forth above, the Contractor must detail in its Proposal the type of Health Benefits the Contractor does offer, along with the associated “employer/employee” contributions associated therewith in the manner set forth above.

**4.2.7. Contractor-Owned Bus Surcharge:** The School District is seeking the additional surcharge, if any, that a Contractor would add to the cost per Route charge, if a Contractor-owned bus were placed into service for use to carry out the Transportation Services of the School District.

**4.2.8. Cost Increases:** All pricing for extensions shall be negotiated by the parties. Notwithstanding the foregoing, pricing and compensation for each Renewal Term or extension of the Contract shall be negotiated by the parties; however, any increase shall not exceed the lesser of: 1) the percentage increase, if any, as established by the Consumer Price Index, All Items, for the Detroit Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics; or 2) three percent (3%).

## **V. PROPOSAL**

### **5.1. PROPOSAL FORMS**

Each Contractor shall submit its Proposal using the Proposal Forms attached hereto as **ATTACHMENT J**, along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

### **5.2. PROPOSAL CHECKLIST**

In addition to the Proposal Forms and any information required under Section 1.9 above, please attach copies of the following documents to your Proposal:

**5.2.1.** Letter of Introduction of Contractor and Contractor’s Background and Qualifications.

- 5.2.2. List of any and all Exceptions to this RFP, the Contract and/or the Use Agreement.
- 5.2.3. List of K-12 school districts currently being serviced by Contractor to provide pupil transportation services.
- 5.2.4. List of Contractor's References.
- 5.2.5. Contractor's Verification of Addenda to this RFP, if any.
- 5.2.6. Contractor's Audited Financial Reports for most recent three (3) years.
- 5.2.7. Contractor's familiarity with Routing Software Programs.
- 5.2.8. Contractor's In-Service training and Staff Educational Programs.
- 5.2.9. Contractor's Bid Bond.
- 5.2.10. Contractor's Insurance Certificate(s).
- 5.2.11. Contractor's List of any and all Litigation or Regulatory Proceedings.
- 5.2.12. Transition Plan/Implementation Schedule.
- 5.2.13. Familial Disclosure Affidavit.

**FARMINGTON PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS**

**FOR**

**PUPIL TRANSPORTATION SERVICES**

**INDEX OF ATTACHMENTS**

The following attachments set forth the School District's background and operational information and are provided to assist Proposers in formulating their Proposal in response to the above-referenced RFP.

**Attachment A – Board of Education Transportation Policies/Guidelines**

**Attachment B – Financial Information**

- Sec 1 – 2009-2010 4094 Final Expense Report
- Sec 2 – 2009-2010 Special Education 4096 Actual Cost Report
- Sec 3 – 2009-2010 4107 School Bus Inventory

**Attachment C – School District Information**

- Sec 1 – 2010-2011 School District Calendar
- Sec 2 – Current School District Building Bell Times
- Sec 3 – School District Map
- Sec 4 – School District Building Information
- Sec 5 – Visions and Cloverdale Calendars

**Attachment D – Route Information**

- Sec 1 – Current Route and Shuttle Detail Sheets
- Sec 2 – Current Route Bump Sheets
- Sec 3 – Current Route Summary Sheets
- Sec 4 – 2010 Summer Route Detail
- Sec 5 – Bus Parking Detail for Certain Buildings

**Attachment E – Transportation Facility and Equipment**

- Sec 1 – Transportation Facility Information
- Sec 2 – White Fleet Vehicle Inventory List
- Sec 3 – Bus Preventative Maintenance Records
- Sec 4 – Current Transportation Parts Inventory

**Attachment F – Personnel Information**

- Sec 1 – Collective Bargaining Agreement for Bus Drivers
- Sec 2 – Collective Bargaining Agreement for Mechanics
- Sec 3 – Personnel Benefits Information
- Sec 4 – Tentative Agreement for Bus Drivers for 2010-2011
- Sec 5 – Tentative Agreement for Mechanics for 2010-2011

**Attachment G – Form of Contract**

**Attachment H – Form of Use Agreement**

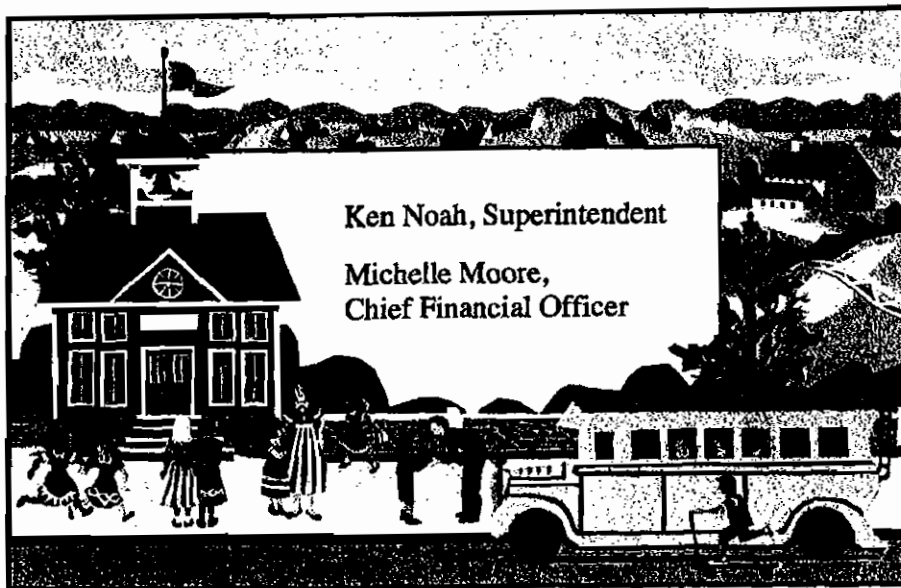
**Attachment I – Familial Disclosure Affidavit**

**Attachment J – Proposal Pricing Form**



**GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.**  
**1331 NW Eastman Parkway**  
**Gresham, OR 97030**

**REQUEST FOR PROPOSAL**  
**PUPIL TRANSPORTATION SERVICES**  
**RFP NO. 04-01**





# Gresham-Barlow School District No. 10 Jt.

## Calendar

Process for Selection of Transportation Services  
RFP 04-01

Board Approve RFP Process For Transportation Services	September 11,2003
Advertise In Gresham Outlook & Daily Journal of Commerce	September 19-20,2003
Mail Proposals To Known Providers	September 22,2003
Form Selection Committee	September 22,2003
Pre-Proposal Meeting at District/Tour of District	September 29,2003
Develop Rating Instrument For Evaluation Of Proposals	September 30,2003
Open Proposals, Begin Comparative Analysis	October 31,2003
Select Provider Or Finalists To Be Interviewed	November 7,2003
Interviews, If Necessary	November 17-18,2003
Report To School Board on Process and Committee's Recommendation	December 4,2003
Send Written Notification of Board's Action To Proposing Firms	December 5,2003

GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSALS  
STUDENT TRANSPORTATION SERVICES  
RFP 0401

Notice is hereby given that the board of directors of the Gresham-Barlow School District No. 10 Jt. **will** receive proposals for student transportation services as described in the specification.

A mandatory pre-proposal meeting will be held at 1:30 p.m., Monday, September 29, 2003, at the Gresham-Barlow School District Administration Office, 1331 NW Eastman Parkway Gresham, Oregon 97030.

Copies of the Request For Proposal document are available by calling the office of Michelle Moore, Chief Financial Officer, at (503) 618-2446.

Specifications may be obtained from, and proposals filed with, the district administrative office at 1331 NW Eastman Parkway, Gresham, Oregon 97030. Proposal specifications, rate sheets, questionnaire and addendums **will** be provided in electronic format and may be requested by email from (michelle\_moore@gbsd.gresham.k12.or.us).

Written proposals (1 original and 6 copies) must be received by 1:00 p.m., Friday, October 31, 2003, in the Business Office, Gresham-Barlow School District, 1331 N.W. Eastman Parkway, Gresham, OR 97030. Proposals received after the designated time and date **will** be returned unopened. No proposer may withdraw their proposal after the hour set for the opening, or before award of the contract, unless said award is delayed beyond March 1, 2003.

Each proposal submitted must contain a statement as to whether the bidder (proposer) is a resident bidder (proposer), as defined by ORS 279.029. Facsimile or other electronic transmission of the proposal will not be accepted.

The district may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the district that it is in the public interest to do so.

The Gresham-Barlow School District Board of Directors reserves the right to reject any and all proposals and to waive any and all information in the best interest of the district.

Dated this 17<sup>th</sup> day of September 2003

Gresham-Barlow School District No. 10 Jt.  
1331 N.W. Eastman Parkway  
Gresham, OR 97030  
(503) 618-2446

Michelle Granger, Chief Financial Officer

Publish:

September 19, 2003  
September 20, 2003

- Daily Journal of Commerce  
- Gresham Outlook





**Gresham-Barlow School District NO. 10 JT.**  
1331 NW Eastman Parkway  
Gresham, OR 97030

REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES  
RFP NO. 04-01

**RFI RESPONSE INSTRUCTIONS**

1. PROPOSAL SUBMITTAL

GRESHAM-BARLOW SCHOOL DISTRICT No. 10 JT., (District) Gresham, Oregon will receive proposals for the provision of all student transportation, including home-to-school, special education, school-to-school and field trips/athletic events.

A. **SUBMITTAL DEADLINE:**

Proposals shall be received until 1:00 p.m. October 31, 2003. Arrival of the full, written and properly signed proposals in the District Business Office by that time is the responsibility of the Proposer. The District **WILL NOT** be responsible for proposals delivered by Proposer, Postal Department, or any other means (1) to any location other than the Business Department or (2) after proposal closing time. No proposals received after that time will be accepted.

B. ~~SUBMITTAL TO:~~

Michelle Granger-Moore  
Chief Financial Officer  
GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT  
1331 NW Eastman Parkway  
Gresham, Oregon 97030

C. **SEALED OPAQUE ENVELOPE OR PACKAGE:**

All proposals must be submitted in a sealed opaque envelope or package ~~clearly~~ clearly marked on the outside of the envelope, "PROPOSAL TO PROVIDE **X** PUPIL TRANSPORTATION SERVICES" and name and address of Proposer.

D. **PROPOSAL OPENING:**

After the proposal closing time proposals will be officially opened and prepared for distribution to the Pupil Transportation Service Selection Committee. Any proposal not received by 1:00 p.m. October 31, 2003, will not be considered. All interested persons are invited to attend the opening of the proposals at that time.

**E. NUMBER OF PROPOSAL COPIES:**

One original and six (6) copies of the proposal must be provided to the District.

**F. FACSIMILE OR OTHER ELECTRONIC TRANSMISSIONS:**

Facsimile or other electronic transmission of proposals will not be accepted.

**2. PROPOSAL WITHDRAWAL**

All proposals become the property of the District, and may not be withdrawn after the specified date and time of submission or before award of a contract unless such award is delayed for a period exceeding sixty days.

**3. CERTIFICATION OF COMPLIANCE**

The Proposer must submit with his proposal the signed Certification of Compliance, assuring compliance with all applicable federal and state statutes and administrative rules that govern companies entering into contractual agreements with public school districts and, except as otherwise expressly defined in the proposal, acceptance of and compliance with all requirements of the RFP.

**4. ACCURACY AND COMPLETENESS**

Proposers are expected to submit proposals that are accurate, complete, and contain all terms and conditions that they feel are necessary. Proposals may, at the option of the District, be rejected for failing to provide information requested or information in the form requested. Proposers may, in addition to providing responses and data requested in this RFP, offer additional information, alternatives or options.

**5. PROPOSAL SECURITY**

No proposal will be considered unless accompanied by a certified check, cashier's check or bid bond (issued by a Surety Company licensed in the State of Oregon) made payable to GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT. in the amount of \$150,000.

The proposal security shall be given as a guarantee that the Proposer will enter into a contract if awarded the work. In accordance with ORS 279.031, the bid security will be forfeited if the successful Proposer refuses to enter into a contract, consistent with its proposal offering, within ten (10) working days after being requested to do so by the District, or fails to provide required insurance certificates.

**6. RETURN OF PROPOSAL SECURITY**

Proposer's proposal security will be returned as appropriate in accordance with ORS 279.031.

6. CHANGES IN PROPOSAL

If, after submitting a proposal, the Proposer finds changes are necessary, the Proposer may change or withdraw its proposal any time up to the time of the proposal opening. However, after the time and date in 1. D. above, the proposal may not be changed or altered in any way. If accepted, a proposal is considered a binding and noncancelable contract that the Proposer will be expected to honor. If for any reason the Proposer does not perform, the District can be expected to take whatever action it believes appropriate, including but not limited to, the forfeit of Proposal Security.

8. AUTHORITY FOR RFP

A Request for Proposal (RFP) is allowed under Oregon Administrative Rules for certain goods or services. This RFP allows Proposers the opportunity to submit to the District the proposal or proposals that they feel will best serve the interest of the District and for the District to select the proposal that it finds in the best interest of the District, taking into account all of the factors included in the proposals, including but not limited to cost.

9. RFP CHECKLIST

Proposer must complete and submit, along with all other proposal information required by this RFP, a completed and signed RFP CHECKLIST.

9. RESIDENT BIDDER STATUS

Each proposal submitted must contain a statement as to whether the Proposer is a resident Proposer, as defined by ORS 279.029.

11. PROPOSER SIGNATURE IN INK

The RFP Checklist and all proposal pages containing prices shall be signed in ink as follows:

- A. Sole proprietor: The name of the business and the signature of the owner.
- A. Partnership: The name of the partnership and the signature at least one partner.
- C. Corporation: The corporate name and the signature of a corporate officer authorized by the corporation's board of directors to commit the corporation to contracts. A copy of board minutes documenting such authority, with the corporate seal, must accompany the proposal.

**12. ALTERATIONS OR OTHER IRREGULARITIES**

Proposals that are (1) incomplete, (2) include conditions or exceptions not specifically authorized by the RFP, (3) contain any erasures or alterations, (4) contain other irregularities of any kind] (5) are not in-conformity with the law or (6) are not responsive to the requirements of the RFP may be rejected. Note, however,, the District welcomes suggestions and ideas beyond the requirements spelled out in this RFP.

**13. INSPECTION OF DOCUMENTS**

- A. Each prospective Proposer is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the prospective Proposer.
- A. Failure to receive complete documents or failure to examine proposal provisions will not excuse commitments made in such proposal.

**14. INTERPRETATION OF THE RFP**

If any prospective Proposer finds discrepancies in or omissions from or is in doubt as to the meaning of any part of this Request, he should submit to the District Chief Financial Officer a written request for clarification or interpretation at least ten days prior to the date of receipt of proposals. Written request should be sent to Michelle Moore, GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT., 1331 NW Eastman Parkway, Gresham, OR 97030, FAX (503-666-9533) or e-mail (michelle\_moore@gbsd.gresham.k12.or.us). Any clarification or interpretation will only be made by addendum, which will be forwarded to each company that has indicated interest in submitting a proposal, by mail, FAX or e-mail at Proposer's option. The District requires written confirmation of the Proposer's receipt of each addendum. The District is not responsible for any alleged explanation, clarification or interpretation made or given in any manner except by addenda. The Proposers shall be bound by the requirements contained in this RFP and all formal, official addenda provided in writing by the District and no other purported representations, written or verbal.

**15. SEVERABILITY**

The Proposer and the District hereby agree that in the event any provision specified herein is finally held or determined to be illegal or void as being in contravention of an applicable law, the remainder of the Proposer's commitments in response to this RFP shall remain in full force and effect.

**16. PROTESTS**

Prospective Proposers who wish to protest any aspect of the Request for Proposals or the procedure for evaluating proposals and selecting a contractor must deliver a written protest to the Chief Financial Officer not later than ten business days before the deadline for receipt of proposals. Proposers who wish to protest the results of the evaluation of proposals must submit a written protest to the Chief Financial Officer not later than five business days after being notified of the committee's recommendation regarding award of a contract. 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.

**17. RIGHTS RESERVED TO DISTRICT**

Rights of the District relative to this RFP include, but are not limited to, the following:

- A. The right to reject all proposals within a period not exceeding thirty days (30) from submittal deadline.
- A. The right to consider Proposer competency, responsibility, and other evaluation factors identified in the RFP in making any award.
- A. The right to select the proposal that appears to be in the best interest of the District.
- A. The right to negotiate specifications and contract terms with the selected Proposer.

**18. CONTRACT DOCUMENTS**

Following selection of the successful proposal, if one is selected, and successful negotiations, the successful Proposer and the District shall enter into a contractual agreement that will include (1) all required provisions of this RFP, unless waived by the District; (2) all additional, subsequently negotiated understandings between the successful Proposer and the District; and (3) all elements of the successful Proposer's submitted proposal unless specifically reject or modified, including supplemental data submittals.

**19. EVALUATION PROCESS**

Proposals will be evaluated and a contractor selected by a Transportation Selection Committee to be formed by the District. Evaluation parameters are identified in "RFP REQUIREMENTS - APPENDIX B." The District reserves the right to make an initial selection of contractor with whom to conduct negotiations of final contract arrangements. If such negotiations are not successful District reserves the right to (1) initiate contract negotiations with another Proposer or (2) reject all proposals, including the initially selected contractor's proposal.

**GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES  
RFP 04-01  
RFP REQUIREMENTS**

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GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES

**SECTION I**

**TERMS AND CONDITIONS**

**1. LEGAL REQUIREMENTS**

- A. Contractor certifies conformance to the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning equal employment opportunities and Americans with Disabilities Act requirements. All information and reports required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders.
- B. Contractor shall comply with all applicable State and Federal laws and rules and regulations that apply to public school districts, including rules and regulations issued by the Oregon Department of Education and the Oregon Superintendent of Public Instruction. Should Contractor violate or fail to comply with any of the foregoing, with the result that any penalty is imposed against the Contractor or the District, or there is a reduction or nonpayment to the District of any state transportation reimbursement, or of state basic school support, or any state or Federal financial support or other aid of any kind, then Contractor shall be liable to the District for any penalty charged or reimbursement reduction imposed upon the District, and shall compensate District in full for any loss.
- C. All necessary permits and licenses shall be obtained by the Contractor with the exception of permits and licenses which are required to be in the District name, in which case the Contractor shall assist the District in obtaining same.
- D. The Contractor shall give all necessary notices, shall pay all fees and taxes required by law, and shall comply with all laws, ordinances, governmental rules and regulations relative to performance of Transportation Service under this contract including without limitation of the foregoing, applicable regulation of the Oregon Motor Vehicles Code and the State Department of Education.
- E. The Contractor shall comply with all applicable laws, ordinances, governmental rules and regulations with respect to employees performing services under the contract including but not limited to, all applicable law pertaining to old age benefits, unemployment compensation, worker's compensation, leave provisions and health insurance and minimum wage and hour requirements.

- F. In accordance with provisions of Oregon Revised Statutes (ORS) 279.312, it is agreed that the Contractor shall make prompt payment, as due, to all persons supplying to the Contractor labor or material for the prosecution of the work provided for herein, pay all contributions or amounts due the State Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract herein, not permit any lien or claims to be filed or prosecuted against the District on account of any labor or material furnished, and to pay employees pursuant to ORS 316.167.
- G. Pursuant to ORS 279.314, it is agreed that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing the District may pay such claims to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of his contract. The payment of a claim on the manner authorized in this section shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim.
- H. Pursuant to ORS 279.316 and 279.334, no person shall be employed for more than forty hours in any one week except in case of necessity, emergency or where the public policy absolutely requires it, and in such cases, the laborer shall be paid at least time and a half pay for the overtime in excess of eight hours a day and work performed on Saturday and on any legal holiday specified in ORS 187.010, except Veterans Day. However, when specifically agreed to under a written labor management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed on Veterans Day or on any legal holiday specified in ORS 187.010.
- I. Pursuant to ORS 279.318, it is an expressed condition of this agreement that the Contractor agrees to comply with the provisions of all federal, state and local agencies, statutes, ordinances and regulations dealing with prevention of environmental pollution and the preservation of natural resources.
- J. Pursuant to ORS 279.320, it is an express condition of this agreement that the Contractor shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all money and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law contract or agreement for the purpose of providing or paying for such service.

## 2. TERM

- A. ~~The initial term of this Contract shall begin on July 1, 2004 and expire on June 30, 2014.~~
- B. With Contractor having satisfactorily performed all of the obligations required of it hereunder, no later than November 1, 2013, this Agreement may be extended by mutual agreement for an additional term of two years.
- C. ~~In subsequent final years of the Contract, the Contract may be again extended by mutual agreement for an additional term of two years, with the limitation that the total Contract term will not exceed fourteen years.~~ Such extensions must be agreed upon by November 1 of the then final Contract year or the Contract will expire at the ending date then in effect.
- D. Any Contract extension must be under the same terms and conditions as originally agreed to or as amended by mutual consent of the parties, such amendments to exclude rate structure changes, except as provided for in the Contract Extension agreements shall be in writing.
- E. If the District's transportation should be merged or consolidated with that of another school district(s) in the future by action of unification, consolidation or other merger of school districts, then the Contract may be transferred or extended to or with such a district(s) subject to the approval of parties.

## 3. DISTRICT POLICIES

- A. The District shall have the exclusive right and obligation to set standards or policies 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, 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 Special Service for such students and authorized District Personnel as the District may require.
- C. The provisions of this paragraph do not alter District authority and rights defined elsewhere in the Agreement but not delineated in this paragraph.

## 4. INSURANCE

- A. The Contractor at its sole expense shall procure and furnish the District with a Certificate of Insurance naming GRESHAM-BARLOW SCHOOL

DISTRICT No. 10 JT., including its Board of Directors, Officers, Agents and Employees, acting on behalf of the School District, as additional insured. It shall be maintained on file continuously at the District Office. The insurance minimums shall be satisfactory to the District as set forth below during the Contract period. The insurance shall be kept current during the Contract and the District requires a thirty days (30) written notification prior to any cancellation of the required insurance.

- B. The Contractor shall provide general liability and automobile liability insurance, protecting the School 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 with the following minimums:

\$1,000,000	for each occurrence (Bodily injury)
\$1,000,000	for property damage
\$1,000,000	for under insured (and uninsured) motorists
\$5,000	medical per person
\$5,000,000	umbrella liability

Indicate in the proposal the amount that the contractor will carry.

- C. Worker Compensation Insurance shall be maintained as required by law.  
D. Property insurance on facility per Section II, Paragraph 3.C.

5. **HOLD HARMLESS**

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

6. **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.

## 7. ARBITRATION

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

## 8. 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. None of the benefits provided by the District to its employees are available from the District to the employees, agents or servants of the Contractor. Contractor shall be solely responsible for Contractor's acts and for the acts of Contractor's agents, officers, and employees during the performance of the Contract, and at all other times, and District shall have no power or control pertinent to the acts of any said persons.

## 9. INTEGRATION AND SEVERABILITY

- A. It is understood that the Contract and its referenced attachments constitute the total integration of all the agreements of the parties and supersedes all negotiations, documents, understandings, representations and past

practices of the parties. This provision shall apply to and be included in the Contract that results from District's selection of a Contractor. All essential elements of the full agreement between the District and the Contractor will be incorporated into the final Contract document directly or by specified inclusion.

Should any provision of the Contract 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.

#### **10. CANCELLATION**

- A.** ~~The District~~ may-terminate the Contract upon six months written notice of termination to Contractor.
- B.** In the event of termination, the District shall have the right to, but not be required to, acquire any or all of the existing Contractor's equipment and vehicles utilized in the facility to service the District by means of: (1) purchase or (2) lease purchase over a period of up to seven (7) years, with interest at one percent plus the prime rate prevailing on the closing date, payable with each installment of principal.
- C.** Upon cancellation or normal expiration of any contract formulated from this RFP, the District may buy or lease from the Contractor any or all regular service and spare buses which are being used by the Contractor. The price for sale and/or lease shall be determined by appraisal. The value of said buses shall be determined by appraisal by three appraisers, one to be selected and paid by the District, one to be selected and paid by the Contractor, and the third by the two said appraisers with payment for the third appraiser to be mutually shared by the parties hereto. The value of each vehicle shall be established by majority vote of the three appraisers.
- D.** Additionally, Contractor agrees that the District will have the right, as an additional option, to enter into a separate lease-maintenance agreement with Contractor where the District will provide the insurance, fuel, drivers, and all other management, and Contractor will provide the bus ownership and maintenance only. The period of such an arrangement, may be any length of time chosen by the District, up to but not beyond the then existing term of the Contract.
- E.** Contractor agrees to allow the District to determine the best method of the above by which to obtain the needed transportation service.

**11. FUNDING**

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

**12. ASSIGNMENT PROHIBITED**

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

GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES

SECTION II

**SPECIFICATIONS:**

**1** GENERAL SCOPE

Contractor shall during the period hereinafter set forth, provide and maintain the required number of school buses and bus drivers to transport conveniently, safely and reliably, all students designated by the District to be served under the provisions of the contract. Such transportation shall be provided for regular home-to-school and special education (including school-to-school) transportation service for each and every day that the school is convened and, in addition, Contractor shall during the period of this agreement provide transportation for all students or other authorized personnel as may be required by the District for field trips, excursions, athletic activities, extended school year, summer school, or any other purpose designated by the District. The current school year is based on 173 days of school in which transportation is required.

**2.** VEHICLES

**A. MAXIMUM ALLOWABLE BUS/VEHICLE AGE:**

Average age of all buses shall not exceed 7 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) District approved heavy duty transit buses fifteen (15) years.
- (4) All other transit buses twelve (12) years.
- (5) Conventional small bus or van eight (8) years

District approved heavy-duty transit buses: Approval will be based on transmission, engine, brake size and type, axle rating and frame configurations.

**B. APPROVAL:**

Vehicles proposed shall at least equal capacities of vehicles currently in use. All used equipment shall be approved by both the Oregon State Department of Education and the District.



C. **CONDITION AND MAINTENANCE:**

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

Contractor shall have a fleet of adequate number and capability to guarantee service for all of the District's pupil transportation needs, including basic Home-to-School, special education needs, activities, athletics and field trips. Equipment will be added as needed to meet increasing needs. The initial fleet will provide the following as a minimum.

- (1) Regular Home-to-School: Provide as minimum:
  - 16 (sixteen) **84** passenger buses (plus minimum of 1 spare)
  - **38** (thirty-eight) **78** passenger buses
  - 5 (five) 72 passenger buses
  - 6 (six) **81** passenger buses
  - 12 (twelve) spare buses **72-84** passenger (used as activity below also)
- (2) Special Education: Provide as a minimum:
  - 15 (fifteen) smaller capacity buses (see appendix C)
  - 15 (fifteen) buses with lifts, and wheelchair positions (plus minimum of 4 spare with lifts and wheelchair positions) Check Appendix C

- (3) Activities, athletics and field trips: Provide as a minimum:
- 5 (five) 84 passenger heavy duty transit buses with under carriage luggage storage
  - 4 (four) 72 passenger bus
  - 3 (three) 81-83 passenger buses
- (4) Spare buses: Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reason of breakdown, maintenance or emergency. Contractor shall keep ample spare buses and other equipment available to ensure that Contractor can provide uninterrupted student transportation service with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the District. Contractor shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above. Proposer should plan larger spares numbers if required to meet these requirements. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

**E. FLEET CHANGES**

During the contract it may be necessary to add or delete vehicles,

- (1) Deletion of buses: When the District authorizes in writing the elimination of a vehicle from the District approved fleet, Contractor shall remove the vehicle from the District and discontinue associated charges as soon after the directive and authorization as possible but not to exceed sixty (60) days from date of directive and authorization.
- (2) Addition of buses: Proposer must explain in his proposal his add buses the school year. Also outline deadlines for bringing new buses.

**F. 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 contractual terms and/or required methods of transporting pupils. 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.

**G. 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, in all weather, and other needed uses.

H. TYPE 20 VEHICLES

(Listed under D (3) above): Contractor shall supply, insure, fuel, maintain and store two (2) Type 20 vehicles, 1995 or newer, for the District's use.

- (1) Contractor shall provide the necessary classroom instruction to qualify District personnel to legally operate such a vehicle. The district would anticipate and the bid should reflect five (5) individuals.
- (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.

I. REQUIRED MODIFICATION OF BUSES:

Any installation of modification of equipment 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 over and above law or regulation, shall be done by the Contractor, with reimbursement to be made by the District at a prior approved cost.

J. RADIOS:

Contractor shall equip all buses and vehicles used for the transportation of pupils and all contractor service vehicles with a District approved two-way radio system or cell phone capability. Proposer must specify system planned to be provided.

K. VIDEO EQUIPMENT:

All regular Home-to-School buses will be equipped with "black boxes" for a video monitoring system. These boxes will have the appearance that a camera is in operation at all times; however, cameras will be randomly placed on buses.

- (1) The ratio of cameras to buses shall be one (1) camera system per every ten buses.
- (2) System will include a camera, VCR, and microphone. System components to be approved by the District.
- (3) Proposer will specify the system proposed and identify the costs to the District for supplying the system. The cost will be broken out by unit cost per component.

### 3. FACILITIES

#### A. BUILDING AND PARKING:

The contractor will be responsible for providing a transportation operations center/facility, the fixed equipment for the facility, and parking spaces for the vehicles.

#### B. CONTRACTOR RESPONSIBILITY:

The 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. The Contractor shall be responsible for all loss protection and liabilities associated with the facility. This statement does not limit any loss or liability requirements stated elsewhere in this proposal.

### 4. ROUTES

#### A. REGULAR HOME-TO-SCHOOL ROUTES:

The District shall retain responsibility and final approval of all routes and route changes. The contractor will develop all routes and review any changes made annually. The District may choose to draw on the advice of the Contractor as found appropriate by the District.

#### 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. 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.

(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 problems 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 statues 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 i.e., ambulance, taxi, etc.) at any time in the future.

(6) If the District determines to take over the Special Education transportation for special needs, there will be a reduction in the Fixed Cost to the District. All Proposers must submit their proposed reduced cost process

(7) Current, specific information on Special Education transportation has been provided in the RFP. (Please see Appendix E)

**C. ROUTE TESTING:**

(1) Prior to August 10th 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.

**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 two days, of any overload problems.

**5. SCHEDULES**

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

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

- (1) Student arrival at school in the morning (am): between 30 minutes (high school) and no more than 10 minutes prior to school or breakfast starting time for elementary and middle school.
- (2) Bus arrival at school to pick up student in the afternoon (p.m.): No later than 5 minutes after school dismissal time for primary and middle schools and 15 minutes after dismissal time for high school.
- (3) Riding time shall not exceed 40 minutes for elementary and 50 minutes for middle school and high school students, except in remote area of the Gresham-Barlow attendance areas.
- (4) Buses shall not depart from school earlier than 8 minutes after school dismissal without approval of the school principal.

**B. SCHOOL SCHEDULES:**

Setting of school hours is the responsibility of the District. It is recognized, however, that school hours have great impact on the ability of the Contractor

to efficiently meet the requirements of the Contract. The District will inform the Contractor of any planned changes in school hours, from one year to the next, no later than July 1. The Contractor will support the District in its establishment of the best combination of school and bus schedules by August 10th, with all final decisions at the discretion of the District.

**6. STAFF**

**A. DISTRICT TRANSPORTATION MANAGER:**

The Contractor employs a Transportation Manager. The District Transportation Manager will be located in the transportation operations facility. The District will have final approval on the selection of a manager. The manager will work directly with the District's Chief Financial Officer.

**B. 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. 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 record as may be allowed by law. The Contractor will be responsible for fingerprinting all employees that come in contact with students. The Contractor shall not knowingly employ anyone who has:
  - (a) A felony 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.
- (9) Drivers must meet all requirements of the Oregon Department of Education School Bus Drivers.

(3) 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 dismissal from the Contractor's employ or transfer of 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.

**C. CONTRACTOR'S PERSONNEL:**

Contractor shall provide an on-site manager with significant supervisory experience in the field of student transportation. In addition, the Contractor will designate a safety officer who shall work with students, drivers, school personnel and parents.

The District shall have the right to require dismissal of any management person who has not performed to the satisfaction of the District.

The on-site manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the Contractor. The on-site manager skills will include computer literacy with word processing and spread sheets. 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.

The following list of responsibilities is meant to be a list of minimal responsibilities to be covered by the Contractor's personnel; it should, not be construed as a mandated organizational chart. Proposer is required to include in his response to this RFP an organization chart and a statement of hours per week and months per year assigned for all personnel other than drivers.

(1) The Responsibilities of the Contractor's Manager shall include, but not necessarily be limited to:



- (a) overall coordination of the program
  - (b) hiring, evaluating, motivating and dismissal of employees
  - (c) ensuring that adequate driver training in vehicle operation, student management, and public relations occurs
  - (d) ensuring that substitute drivers have adequate experience and specific instructions on an assigned route before being assigned to that route
  - (e) ensuring that substitute drivers are trained and proficient in operating all sizes of equipment
  - (9) ensuring that effective evacuation drills and class presentations occur
  - (g) ensuring that drivers are on time for scheduled routes and trips
  - (h) communicating effectively with school officials, parents, and contractor's employees
  - (i) ensuring that appropriate preventative and scheduled maintenance occurs
  - (j) ensuring that state reports are accurately completed in a timely manner
  - (k) developing an effective working relationship with all appropriate District personnel
  - (l) driving routes on potential inclement weather days and formulating recommendations regarding school closures
  - (m) frequently reviewing routes developed and recommending improvements where appropriate
- (2) The responsibilities of the Contractor's field supervisor(s) shall include, but not necessarily be limited to:
- (a) Riding with every certified bus driver at least once each semester for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management
  - (b) suggesting improvements and alternate strategies
  - (c) monitoring, when appropriate, implementation of corrections and changes by the drivers
  - (d) acting as a resource that drivers feel free to come to with potential problems
- (3) The responsibilities of the designated safety officer shall include, but not necessarily be limited to:
- (a) coordinating the safety evacuation drills
  - (b) coordinating the classroom presentations
  - (c) coordinating employee safety meetings required by OSHA
  - (d) assuring compliance with all state and federal laws
- (4) The responsibilities of the Contractor's trainers shall include, but not necessarily be limited to:
- (a) training prospective drivers in vehicle operation to help them obtain CDL certification

- (b) acting as third party DMV inspectors to certify compliance with CDL requirements
  - (c) providing instruction in the special handling that may be required for some special education students
  - (d) providing Core (10 hr) and Advanced Core (4-6 hrs) Instruction, as required by the state, in student management and related driving issues
  - (e) providing instruction in the 8-hour Defensive Driving courses
  - (f) coordinating the required instruction and certification in First Aid
  - (g) communicating with the field supervisor (s) and providing additional training, when appropriate, for existing drivers
  - (h) providing, twice annually, the necessary classroom instruction to qualify District personnel to legally operate Type 10 vehicles
- (5) The responsibilities of the dispatchers shall include, but not necessarily be limited to:
- (a) assigning substitute drivers, when required, to the home-to-school routes
  - (b) assigning drivers to field trips, athletic runs, and all other special trips
  - (c) working with the regularly assigned drivers to ensure that problems (delays, etc.) are communicated to the schools
  - (d) working with the drivers to ensure that mechanical problems or breakdowns are communicated to the maintenance staff
  - (e) ensuring that all drivers have current route information (maps and narrative)
- (6) The responsibilities of the maintenance staff shall include, but not necessarily be limited to:
- (a) completing preventative maintenance
  - (b) completing scheduled maintenance
  - (c) correcting-items noted by drivers
  - (d) completing inspection of vehicles
  - (e) responding to breakdowns on the road
- (7) The responsibilities of the drivers and substitute or relief drivers shall include, but not necessarily be limited to:
- (a) safe operation of their vehicle
  - (b) maintaining a defensive driving attitude
  - (c) dealing effectively with student management problems
  - (d) dealing effectively with school officials and members of the community
  - (e) supporting principals' actions
  - (f) meeting with principals and parents when necessary
  - (g) monitoring times of scheduled pickups and stops
  - (h) communicating problems and successes to their supervisor
  - (i) following district policies

- (j) noting and recording any problems with their vehicle
- (k) completing bus citations, Daily Bus Reports (DBRs) and other reports as required by the district

**D. 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. Drivers may be transferred among routes by the Contractor whenever the interest of the students may be served, but the District will be informed of the reason(s) for the replacement or transfer of drivers. The District reserves the right to request a replacement for transfer of a driver for good cause.
- (4) ~~Prior to the beginning of each school year, all drivers will have to~~ satisfactorily pass a pre-trip inspection and a heel test.
- (5) The Contractor shall maintain and make available, upon request from the District, a copy of the criminal verification and driving record report for every driver in the District. Initial list of drivers having been verified/approved and those waiting approval must be filed with the District Office no later than two (2) weeks prior to the first day of school annually, and by the first day of employment during the year for each replacement driver.

**E. STAFFING HOURS:** The Contractor shall have resident at their facilities a competent manager between the hours of 8:00 a.m. and 5:00 p.m. The manager shall be authorized to act on behalf of the Contractor. Contractor shall provide sufficient support staff during the hours of 5:30 a.m. and 6:00 p.m. and at other times as required by activity trips. Support staff shall include manager, field supervisor(s), trainers, dispatchers (from 5:30 am to 5:30 p.m. or until all the home-to-school runs -including special education - have returned), mechanics (minimum of two full time), drivers and relief drivers. Personnel are subject to District approval.

- F. **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 Contract Manager must have a cellular phone.

## 7. OTHER ACTIVITIES

- A. The Contractor will, during the period of the contract agreement, provide transportation for all students or authorized personnel as may be required by the District on field trips, excursions, athletic activities, or other purposes designated by the District.
- B. The Contractor shall assign athletic trips, field trips or other activity trips in conjunction with regular routes to minimize costs to the District whenever practicable. Where not practical to do so, these trips will be assigned based on availability of equipment and least cost to the District.
- C. The Contractor shall have sufficient available drivers to support at least twelve prime time activity trips.

## 8. 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 (specifically the Chief Financial Officer, if available), will be made immediately.
- B. **ACCIDENT:**  
Contractor shall notify the District Chief Financial Officer or designee immediately by telephone of any vehicle accident or injury. 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). 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.
- D. **BUS DRIVER INFORMATION REPORTS:**  
Contractor shall provide Bus Driver Information Reports to the District Business Office prior to the start of school and with quarterly updates, as

required by the District. The reports shall contain such information as, but not be limited to, driver's 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 pupils.

**F. STATE REPORTS:**

Contractor shall furnish to the District copies of all transportation reports to the State of Oregon. This will include annual preparation in draft form of the state annual transportation report, form 581-2249 by August 10th of year. Contractor shall make such special reports, studies and surveys regarding pupil transportation as are reasonably necessary to the District.

**G. INSPECTION/CERTIFICATION REPORTS:**

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

**H. MONTHLY REVIEW:**

Chief Financial Officer shall meet with District designated personnel once a month, no later than 15th of the month, to report on achievements, problems, activities performed in compliance with the Contract and information of interest regarding news and changes in the school transportation industry.

**I. MONTHLY SUMMARY REPORT:**

The Contractor shall supply the District with a monthly summary report. The report will include, but not necessarily be limited to:

- (1) The number of open routes
- (2) Current number of assigned drivers
- (3) Current number of substitute/cover drivers
- (4) Number of drivers in training and estimated completion date
- (5) The number of accidents
- (6) The number of vehicle breakdowns

- (7) How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- (8) Late buses, indicating what school, route, date, day, time and reason

This report shall be due no later than 8:00 a.m. on the first Friday morning of each month.

**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 pupil transportation, the Contractor's company, other items of interest to the District and plans for the year ahead. The date for the presentation will be selected by the District with a minimum of 30 days notice to the Contractor.

**L. MONTHLY BILLING:**

Accompanying the monthly billing, the Contractor will provide the District with a computer spreadsheet file in Microsoft Excel of the billing work up. The details will be defined by the District.

**9. COOPERATION**

Pupil transportation has great visibility in the community and plays a key part in the District's relationship with the community and the perception of the District. It is vital to the District's reputation of a positive and safe community environment. In order to contribute 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 District Chief Financial Officer or, in his/her absence or unavailability, to another appropriate Central Office administrator.

**B. INQUIRIES ABOUT ROUTES AND BUS STOPS:**

Contractor will be responsible, as a back up, 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 District Chief Financial Officer or, in his/her absence or unavailability, to another appropriate Central 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. **DRIVER MEETINGS:**

Joint meetings for training and open exchange between District staff and Drivers will be held on a quarterly basis. 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.

E. **DISTRICT MEETINGS:**

Contractor Manager shall be available for attendance at District meetings and School Board meetings as needed and requested by District.

**10. SAFETY PROGRAM**

The absolutely critical aspect of any pupil 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. The Contractor will submit a report to the District listing all drivers and their test completion date.

C. The Contractor will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Plan. The Contractor will instruct all of its employees of the content of both the Contractor's and the District's emergency plans. This plan shall be submitted with the Request For Proposal and requires District approval prior to implementation.

D. Contractor shall be available to make a bus safety presentation to classes of students in grades K-8 within the District as advised and directed by the District. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition,

assemblies and large group presentations will be presented as requested by individual principals.

- E.** A driver supervisor shall ride with every certified bus driver at least once each semester for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The Contractor will submit a report to the District listing all drivers and their completion date. In addition, the District may at any time have a representative ride with any driver of the Contractor for the purpose of observation to assure compliance with the terms and conditions of this agreement.

## **11. INCLEMENT WEATHER**

The Contractor shall operate during inclement weather conditions unless routes are canceled by the District. Contractor shall provide in a timely manner for appropriate equipment (chains and snow tires) and trained uersonnel, and shall implement District defined alternate routes as necessary to ouerate under such conditions. ~~Automatic chains or cable chains will be shown as an option for all routes on Rate Page - Section IV.~~ The District shall have the sole responsibility of altering bus routes to snow routes or canceling bus service for that 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 Chief Financial Officer and/or designated Administrator regarding road conditions prior to 5:00 AM. Should bus services be required, Contractor agrees that it will abide by the decision of the District and will operate the routes as normally as possible. During the fall of each year, Contractor shall meet with the District Chief Financial Officer 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.

## **12. STUDENT BUS CONDUCT**

- 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. 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 principals, supporting principals' actions and meeting with principals and parents when necessary. The successful bidder shall set forth in detail his proposed student discipline program. 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.

All disciplinary matters will be handled in accordance with the District policy, including acts of vandalism to the buses.

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 Chief Financial Officer will be available for calls which cannot be satisfactorily resolved by the contractor.

13. DISTRICT PERSONNEL DRIVERS

The Contractor shall allow qualified District personnel to drive 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.

GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES

**SECTION III**

**COSTS :**

1. CONTRACTOR FACILITIES:

A. GENERAL: CONTRACTOR'S facility shall be located within the boundary of the DISTRICT unless all additional costs for locating outside the District are waived and within a five (5) mile radius. **By no later than March 1, 2004, CONTRACTOR shall provide proof of lease or ownership and the location of the transportation facility designated for use in serving the DISTRICT.** The current CONTRACTOR'S facility is leased and circumstances/specifications of that lease are not available to the District. Facility shall be of adequate size, to store and maintain the required number of buses to operate in the DISTRICT; examples for the size and configuration of the facility are as follows:

- (1) Office Facility: Shall be of adequate size to accommodate a Dispatcher and Office Staff, Manager (to include private office) and a reception or customer waiting area. Office facility must be designed so as to permit CONTRACTOR'S staff to conduct confidential meetings with transportation staff, parent(s), student(s), or DISTRICT officials.
- (2) Drivers Area: Shall be of adequate size to provide for a minimum of 65 regular route and 30 special education drivers for day-to-day operations with an additional and 13 to 18 substitute drivers and maintenance staff attending employee safety meetings, and employee training sessions, etc.
- (3) Maintenance Facility: Must be of sufficient size so as to accommodate for maintenance of no fewer than (4) school buses at one time (four bays/stalls).
- (4) Bus Parking Area: If in an open-air environment, must have security fencing to reduce the possibility of vandalism or other damage to buses.
- (5) Other Vehicle Parking Areas: Shall be of adequate size to provide parking for CONTRACTOR'S transportation staff and visitors in a manner that does not impede traffic in the area or create unwelcome traffic or parking concerns for neighboring businesses or residences.

PROPOSER shall provide, as a part of their Proposal, a detailed description of PROPOSERS planned maintenance, vehicle parking, bus storage, office, and drivers training facility(s). Included in this description shall be the overall

size, number of maintenance/repair bays, of PROPOSERS school bus maintenance/parking facility.

Price your "Facility Costs" separately. Your annual facility cost would be one component of your total annual bill.

B. FACILITY COST QUOTATION: Complete PART 1 of Price Sheet A

(1) Monthly cost (12 months for equipping, maintaining, and operating the District facility.

(2) Cost per year.

C. COMPENSATION: Contractor will bill for and be paid a monthly amount 12 months a year. Billing is due to the District by the 10<sup>th</sup> of each month for the prior month. Payment will be made by the 25<sup>th</sup> of the current month.

## 2. FIXED COSTS

A. GENERAL:

(1) Included Cost: This category of cost is intended to pickup the balance of fixed cost (with facility separated above) for the full year, based on the level of transportation service represented by this request, and so that rate tables do not contain a fixed cost component. Examples of intended fixed cost include insurance, staffing, 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" category.

(3) Other Vehicles: It is not the intent of this RFP that the fixed cost associated with other vehicles be included in this "Fixed Cost" category.

(a) Regular Home-to-School and Special Education Vehicles: Include the associated fixed cost in the non-driver component of the "Base" of the rate tables.

(b) Activity Vehicles: Include the associated fixed cost as stated under the Activity Vehicle Cost Section.

B. FIXED COST QUOTATION:  
Complete PART 2 of Price Sheet A.

(1) Cost per month, 12 months.

(2) Total cost first year, 7/1/04 - 6/30/05

(3) Based on the level of service represented by current service level and route data provided in Appendix C.

(4) Provide detail information on what constitutes fixed cost, list each item and estimated amount for 12-month period in contract proposal.

C. COMPENSATION:

Contractor will bill for and be paid a monthly amount 12 months a year. Billing is due to the District by the 10<sup>th</sup> of each month for the prior month. Payment will be made by the 25<sup>th</sup> of the current month.

3 DRIVER COMPENSATION

A. GENERAL: It is essential to the District that the Contractor be able to attract and retain qualified drivers as long as possible. The volatility of the competitive labor market has forced the District to take an active role in defining driver compensation to achieve this objective. The District intends to work with the Contractor to establish driver pay scales. However it is understood that the drivers are employees of the contractor, and that final responsibility for establishing pay scales rests with the Contractor. It is also understood that rate tables will be affected by driver pay scales. It is essential that the District and the Contractor establish how to convert changes in driver wages to changes in the rate tables

( 1 Pay Schedule: The following is the <sup>2003-2004</sup>~~2002-2003~~ driver pay scale.

Step	Perhour	Basis
1	\$10.50	Less than one-year experience.
2	\$10.80	1-2 years of experience.
3	\$11.00	2-3 years of experience.
4	\$11.20	3-4 years of experience.
5	\$11.45-12.85	More than 4 years of experience.

- (2) The Contractor will place qualified drivers on this pay schedule as a progression from where they were if employed in 2003-2004 in the District transportation program. Prior experience of new hires may also be considered.
- (3) The Contractor will employ all qualified drivers previously working in the District transportation program. The District will want an explanation from Contractor for not hiring any driver previously employed in the District transportation program.
- (4) In preparing its costs, Contractor is instructed to indicate their average hourly driver straight time rate of \$10.50 per hour. In its proposal Contractor will inform the District what this pay rate converts to fully burdened, including benefits, overhead and profit (as directed in B below). This burdened pay rate will be understood to be the driver component in the rate tables #1, #2 and #3.
- (5) Contractor will provide the fully burdened rates for each step in the assumed first year pay rate schedule as directed in B below.

- (6) During the first month of the contract the District and the Contractor will establish the average actual burdened driver rate for the drivers hired by the Contractor. Rate tables will be corrected by replacing the driver component of the rate tables in (5) above with this actual burdened driver cost so that Contractor is not held financially responsible for the actual driver experience mix, or final pay scale agreed upon between the District and the Contractor.
- (7) In subsequent contract years the District and the Contractor will jointly agree on any changes to the pay rate schedule and make rate table adjustments as provided in (7) above. ~~The non-driver component of the rate tables will escalate based on CPI as separately described in this RFP.~~

**B. DRIVER COMPENSATION QUOTATION:** Provide the burdened driver regular hourly rates for all steps in the pay schedule on Price Sheet A, Part #3. Burdened rate should include all payroll taxes, workers compensation, benefits, overhead and profit. The burdened rate for step 3 (\$10.50 base pay per hour) will be used for the driver cost component in the route rate tables.

#### **4. DRIVER BENEFITS PROGRAM**

**GENERAL:** Driver's benefits constitute one element of the wage burdening in 3. B above. While the District is not dictating what those benefits are, we do want to know what the pricing provided is based on.

- A.** Explain your driver benefits package.
- B.** ~~Tell us how many~~ drivers (or percentage of drivers) you expect to participate in the program.

#### **5. FUEL COSTS**

- A. GENERAL:** Fuel costs are to be billed separately as outlined below. Labor costs for fueling will not be reimbursed separately form other costs requested.
  - (1) **Purchase of Fuel:** All fuel purchase agreements, prices and any subsequent changes will be reviewed with the District. The Contractor shall purchase, pay for, and dispense all fuel required. The Contractor shall obtain competitive quotes, from at least three firms, on all fuel purchased.
  - (2) The Contractor shall invoice the District in duplicate for actual cost of fuel delivered to the site.
  - (3) The Contractor shall have available on file the following documentation with the invoice. These are to be available to the District to view or to receive full copies.

- (a) Fuel Tickets: Individual fuel tickets for each fueling that include at least, Vehicle number, Odometer Reading of Vehicle, Date, Type of Fuel Dispensed, Amount of Fuel Dispensed, and Signature of Driver. This may be substituted if there is a computerized system that reports the same information for each and every fueling in an itemized format.
- (b) A monthly report that clearly indicates and itemizes per vehicle the amount of fuel used, the number of miles traveled, and the average miles per gallon for the month.
- (c) Documentation of competitive quotes obtained (quantity, date, prices, firms).

**B. CONTRACTOR CHARTERS WORK:**

The District recognizes that the Contractor will be providing transportation for charter work and Contractor business that is unrelated to services provided to the District. It is essential that the District and the Contractor develop an accurate system to track this fuel so that the District is only paying for fuel used in service to the District. The Contractor is totally responsible for fuel used for non-District transportation. It is imperative that it be understood the District will not be selling fuel to the Contractor. Buses used (contracted) to outside users is permitted, but the District will receive compensation for this use. Submit a proposed method to reimburse the District for outside bus usage.

**C. ALTERNATES:**

The District is willing to entertain other suggestions for fuel cost reimbursement.

**6. REGULAR HOME-TO-SCHOOL**

**A. GENERAL:**

- (1) Current Regular Home-to-School Routes: Including, vehicle sizes, approximate schedules and times are current. Proposers are not required to verify for themselves since the RFP asks for a fixed price quote based on current level of service. District and the Contractor will review actual routes during the first month of school to determine any adjustments - up or down - that circumstances may have altered since the current times were established. An average time for each route will be determined (from the garage, return to the garage). The District will not be billed for minor variations such as "plus 10 minutes for road construction on x date.
- (2) Initial Fleet Information: Proposal must provide vehicles as listed in Section II, Specifications, 2. D. (1) above.

**B. REGULAR HOME-TO-SCHOOL QUOTATION:**

- (1) Complete Rate Table #1.  
Rate Table #1 shall be used to determine any cost changes resulting

from District authorized Regular Home-to-School Service changes from the Current Service Level. Fixed costs, facility costs, and fuel are excluded. This rate table is based on the average driver pay specified in 3. DRIVER COMPENSATION above. Final rate tables will be based on actual average pay determined during the first month of the school year. In subsequent years there will be no adjustment to this rate table other than CPI Escalation and driver wages portion.

- (2) Regular Home-to-School:  
Provide the basis of your Regular Home-to-School route pricing. For each vehicle type, quote route costs as a minimum three (3) hour base amount plus an hourly rate for bus time in excess of three (3) hours. Your hourly rate will consist of the driver component in 3. DRIVER COMPENSATION above and your non-driver component. Please note that costs should not repeat "facility" or "fixed" costs defined above.
- (3) Regular **Home-to-School** Total Annual Cost:  
Your total price quotation for supplying regular Home-to-School busing services should be based on current service level as defined in route data in Appendix C, Sections 1., 2., 4, and 5. This should be based on 173 transported days

**Complete PART 4 of PRICE SHEET A.**

- (a) Charge per month, 10 months, 09/01/04 - 06130105
- (b) Total cost first year, 7/1/04 - 6130105.

- (4) Compensation:  
Contractor will bill for services performed and be paid a monthly amount 12 months of the year. Billing is due to the District by the 10<sup>th</sup> of each month for the prior month. Payment will be made by the 25<sup>th</sup> of the current month.
- (5) Changes:
  - (a) Modification Of Existing Routes: If, due to changed requirements or District requests, it is necessary to lengthen routes, shorten routes, add routes, eliminate routes, or in any way alter routes in a way that affects total bus time, or number of routes, these changes will be priced in accordance with the Regular Home-to-School Rate Table #1. A route must be physically changed to qualify for an adjustment. There will not be any increase adjustment and payment made for a driver taking longer than the established time or for non regularly occurring delays caused by traffic, weather or student behavior etc.
  - (b) Re-evaluation Of Existing Routes: Each school year in the first week of October the District and the Contractor may meet to review the Current Service Level of the Regular Home-to-School

Bus routes and to make any changes in route times based on the criteria outlined in the RFP. After the initial meeting the first week of October each year the District or the Contractor may address qualifying route changes on a monthly basis.

- (c) If during the life of the Contract either the District or the Contractor believes that a route time is incorrect they may initiate a re-evaluation. The time in question must represent a change of at least 12 minutes to be considered.
- (d) Addition / Deletion Of Vehicles:
  - (i.) 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 tables for the cost for adding buses or cost of deleting buses. The amounts quoted for Facility Costs and Fixed Costs will not be adjusted if the accumulative number of vehicles added/deleted is ten or less; if the number exceeds ten, Contractor and District will negotiate any appropriate adjustments in the rates quoted. In the case of eliminated buses District agrees to pay Contractor for their use up to sixty days after the reduction notice while Contractor attempts to find another location where they can be utilized.
  - (ii.) If during the life of the Contract, vehicle types not listed on Rate Table #1 are required, the District and the Contractor shall negotiate their pricing and add them to the Rate Table

## 7. SPECIAL EDUCATION

- A. GENERAL: Special Education: Provide the basis of your special education route pricing. For each vehicle type you propose to use, quote route costs as a minimum three (3) hour base amount plus an hourly rate for bus time in excess of 3 hours. Your hourly rate will consist of the driver component in 3. DRIVER COMPENSATION above and your non-driver component. Please note that costs should not repeat "facility" or "fixed" costs defined above.

If you choose to provide transportation based on another method, please indicate in the Note Section. Detail information has been provided for Special Education student's transportation requirements. Using this data, complete the costing information sheets. (Rate Table 2)

### B. SPECIAL EDUCATION QUOTATION:

- (1) Complete RATE TABLE #2. Rate Table #2 shall be used to determine any cost changes resulting from District authorized Special Education Transportation Service changes. Fixed costs, facility costs, and fuel are



excluded. This rate table is based on the average driver pay specified in 3. DRIVER COMPENSATION above. Final rate tables will be based on actual average pay determined during the first month of the school year. In subsequent years there will be no adjustment to this rate table other than CPI Escalation and driver wages portion.

- (2) **Initial Fleet Information:** Proposal must provide vehicles that are at least equivalent to the vehicles listed in Section II, Specifications, 2. D. (2) above regarding seating capacity, wheel chair lifts and wheel chair positions. Additional reference see; Appendix C, Section 4, Current Fleet Configuration.
- (3) **Compensation:** Contractor will bill for and be paid monthly based on actual service provided in accordance with Special Education Rate Table #2. Special Education requirements may vary from day to day. The District will issue an annual blanket Purchase Order for Special Education Transportation authorizing Contractor to provide services. Billing will be monthly for every month service required with itemized backup attached or available. It is presumed that given two options for providing transportation for a given request, Contractor will provide the lower cost option if possible. Billing is due to the District by the 10<sup>th</sup> of each month for the prior month. Payment will be made by the 25<sup>th</sup> of the current month.
- (4) **Changes:**
  - (a) **Modification Of Existing Routes:** If, due to changed requirements or District requests, it is necessary to lengthen routes, shorten routes, add routes, eliminate routes, or in any way alter routes in a way that affects bus time, or number of routes, these changes will be priced in accordance with the Special Education Rate Table #2.
  - (b) **Addition ■ Deletion Of Vehicles:**
    - (i) 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 tables for the cost for adding buses or cost of deleting buses. The amounts quoted for Facility Costs and Fixed Costs will not be adjusted if the accumulative number of vehicles added/deleted is ten or less; if the number exceeds ten, Contractor and District will negotiate any appropriate adjustments in the rates quoted. In the case of eliminated buses District agrees to pay Contractor for their use up to sixty days after the reduction notice while Contractor attempts to find another location where they can be utilized.
    - (ii) If during the life of the Contract, vehicle types not listed on Rate Table #1 are required, the District and the Contractor shall negotiate their pricing and add them to the Rate Table

## 8. ACTIVITIES

- A. **GENERAL:** Activities Transportation: Includes athletics, field trips and any other special transportation arrangements.

It is assumed that activities transportation could be provided as either (i) a totally independent run or (ii) as a continuation of another run, including regular Home-to-School, special education or another activities run. **In case (ii) it is assumed that costs of the run would be charged at the appropriate "excess" rates based on actual usage with no minimum. IF THIS IS NOT CORRECT PLEASE SO STATE AND CLARIFY IN YOUR RESPONSE.** It is presumed that given two options for providing transportation for a given purpose, Contractor will provide the lower cost option if possible.

Case (i) above assumes a vehicle is brought out specifically for the requested activity run. For each vehicle type you propose to use for

activities, quote route costs as a minimum, if (if applicable) on a per mile basis (if applicable on rate chart), plus hourly rates for driver (same as in (2) above) and mileage rates for actual travel. Please note that these costs should not repeat "facility" or "fixed" costs defined above.

- B. **ACTIVITIES QUOTATION:**

(1) Complete Rate Table #3

- (a) As discussed under "A" above, Activities transportation services may be provided in accordance with any of the rate tables, with Contractor providing the lowest cost option if possible. A Transportation Request Form must be written and received by the Contractor prior to service supplied.
- (b) In Column 9 of Rate Table #3 explain the bases of you minimum. Current minimum is the first 2 hours and the first 50 miles. The excess rates are applied to either or both of the first 2 hours or the first 50 miles that exceed the minimum.
- (c) When pricing the type 20 vehicles specified in; Section 11, 2. D. (3), keep in mind that District staff may be driving these vehicles. Complete Rate Table #4 and sign.
- (d) The driver portion of the minimum rate and excess driver rate should be the same hourly rate as in Rate table 1 & 2.
- (e) Explain the basis of Column 11, Non Driver Excess Rate Per Mile.

(2) Quote additional driver charges for layover and overnights.

(3) Compensation:

The Contractor will bill monthly and be paid based the on actual service

provided in accordance with appropriate Rate Tables for every month service is required. Charges must be identified by a transportation request number. Billing is due to the District by the 10<sup>th</sup> of each month for the prior month. Payment will be made by the 25<sup>th</sup> of the current month.

**9. ALL NEW FLEET**

The Proposer must respond to whether or not they can provide a complete new fleet with in their quoted cost. If not they must explain why and identify all additional cost that may be incurred if the District requires a total new fleet. If the Proposer determines that there will be additional costs the Proposer is required to complete an additional set of Rate Tables 1, 2, and 3 specifying NEW FLEET.

**10. OTHER PRICING NOTES**

**A. CPI ESCALATION:**

- (1) All costs other than driver costs will be adjusted on July 1 at the start of each new Contract year using the average annual change in the January to January All Urban Consumers US City Average Consumer Price Index as follows:
- (2) If the average change for the January-to-January CPI is greater than 5% (up or down) then the adjustment shall equal 5% plus one-half of the amount greater than 5%. If the CPI change is 5% or less, the adjustment shall equal the CPI change. For example, the adjustment on July 1, 2005 will be calculated based on the CPI change from January 2004 to January 2005.
- (3) Rate schedules will be adjusted in two steps. Driver component adjustments are discussed in 3 above. The non-driver component will be adjusted, as in this paragraph, by CPI.

**B. SCHOOL DAY OR ROUTE CANCELLATIONS:**

Regular Home-to-School payments will be reduced by 112 the cost of the canceled route(s) shown in the Home-to-School Rate Table, less any minimum payments Contractor must pay drivers for not canceling driver early enough. Note that there are 173 regularly scheduled school days requiring student transportation.

**C. OTHER TEMPORARY ROUTE CHANGES:**

For temporary route changes to the Regular Home-to-School, the Regular Home-to-School payments will be altered up or down for the temporary service according to Regular Home-to-School Rate Table #1.

**D. CHARGE INCREMENTS:**  
Whole miles and tenths of hours.

**E. EARLY DISMISSAL/LATE ARRIVAL DAYS:**  
The Regular Home-to-School costs will include a maximum of 35 early dismissal days for all schools, three (3) early dismissal and two (2) late arrival days for middle schools.

**MILEAGE AND TRAVEL TIME:**  
All charges to the District for mileage and travel time shall start when bus departs transportation facility and end when bus reaches transportation facility on return.

**G. STATE MANDATED DRILLS:**  
No additional charges will be made for state mandated safety drills. Salaries of bus drivers, the related payroll fixed costs and fuel will be reimbursed to the Contractor.

**SUMMER SCHOOL:**  
The District has, in the past, provided limited transportation for summer school. Proposer should suggest how this could be handled if instituted.

**BUS WASHING:**  
It is the intent of the District that its contractor will have its transportation facility on line by the start of the 2004-2005 school year. It will be equipped with an area for washing buses. There will not be any separate reimbursement for the Contractor washing buses. If the facility or the bus washing area is not operational for the 2004-2005 school year, the District and the Contract shall negotiate any added cost of bus washing.

**VIDEO EQUIPMENT:**  
The rotation of bus video recording equipment and the processing of the tapes will not be charged separately.

**VANDALISM COST:** Any and all cost that occurs as a result of vandalism is the sole expense of the Contractor.

**AUTOMATIC CHAINS:** The District is interested in the use of automatic chains for the fleet. Please provide your view or any input that you may have regarding this. The proposal must include cost for providing automatic chains for each vehicle configuration broken out in a per-unit cost.

**MONTHLY BILLING:** In addition to the monthly billing the Contractor will submit to the District an electronic file of all billing support information. The content and format will be determined by the District.

- N.** OTHER AUTHORIZED CHARGES: Other authorized charges for drivers will be paid at driver burdened hourly rate and for vehicles at the excess non-driver rates on Rate Table #1, Regular Home-to-School, or Rate Table #2, Special Education as appropriate.

**11. SUMMARY OF COSTS**

The District assumes the following identifies all the costs the District will incur in any given school year. If the proposer believes there are costs over and above the following costs they must be identified in your proposal.

- A.** Annual facility costs
- B.** Annual fixed cost
- C.** Driver Compensation
- D.** Regular Home-to-School costs
- E.** Special education costs
- F.** Activity costs
- G.** Fuel
- H.** Automatic Chains
- I.** Video Equipment
- J.** Driver Charges for Activity Layover and Overnight Trips
- K.** All New Fleet

GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES

**SECTION IV**

**COMPLAINTS AND REMEDIES:**

The DISTRICT'S designated contract Officer for this process is Michelle Moore, Chief Financial Officer. The Contract Officer, will handle all objections, complaints, and inquiries regarding this RFP, and the selection of a CONTRACTOR. The contract officer may be contacted at the following address:

Michelle Granger-Moore, Chief Financial Officer  
GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT  
1331 NW Eastman Parkway  
Gresham, OR 97030  
and/or by telephone at (503) 618-2460

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, PUPIL  
TRANSPORTATION CONTRACT"

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

Any PROPOSER who submits a Proposal to the DISTRICT and who is adversely affected by the DISTRICT'S award to another PROPOSER may protest the contract award to another PROPOSER by filing a written protest to the above reference contracting officer within five days of issuance of the notice of intent to award the Contract. The protest must specify the grounds on which a protest is based. A PROPOSER is only adversely affected if they are next in line for the award as the best responsive and responsible proposal. Protest 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 Gresham-Barlow School District No. 10 Jt. Board of Education is the public contract review board for the Gresham-Barlow 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.

**GRESHAM-BARLOWSCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES**

**SECTION V**

**EVALUATION:**

The proposals shall be subjectively evaluated by the 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. One School Board Member
2. Two Community Members
3. The Chief Financial Officer
4. The Director of Special Education
5. One Principal From Each Grade Level

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:

- |   |                  |
|---|------------------|
| 1. Financial strength of the transportation company   | <b>15 Points</b> |
| 2. Proposal responsiveness to requirements, contained in the RFP and/or the creativeness in proposing alternative transportation services to replace or enhance those outlined in this proposal. This would include, but is not limited to, new routing ideas, enhancements or service suggestions and overall ability to meet the requirements of the District | <b>20 Points</b> |
| 3. Cost is a key factor, however, selection will not be made on cost alone  | <b>30 Points</b> |
| 4. Experience and expertise of key personnel, quality of service and performance record   | <b>10 Points</b> |

5.	Proven history and demonstrated company posture may be provided and the history of new product in dealing with parents, community relations, and school staff (responses to references).	<b>15 Points</b>
6.	Facility and fleet proposed. Type and quality of equipment and maintenance program	<b>15 Points</b>
7.	Safety program, history, and procedures	<b>10 Points</b>
8.	Company stability, service reputation, and length of time in business	<b>15 Points</b>
9.	Driver selection programs and training programs including pupil Employee compensation package and ability to retain qualified employees	<b>20 Points</b>
<b>TOTAL</b>		<b>150 Points</b>

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 Gresham-Barlow School District No. 10 Jt., through the evaluation committee, reserves the right to invite one or more providers to present their proposals, in person, to the committee or School Board.

#### DISCLOSURE

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

#### DISCLOSURE OF INTEREST

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



GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES

**APPENDIX A**

REQUIRED SUPPLEMENTAL INFORMATION

The following information is required as part of your response to this RFP. The information required will provide a major basis for the Company evaluations that School District 10 will conduct in analysis of proposals. Please respond by repeating the questions and answering after the appropriate section and subsection numbers/letters.

■ - COMPANY QUALIFICATIONS

The company that transports Gresham-Barlow's students will be well established, and have a solid record of continuous high quality service.

- A. How many years has the company been in business? Have there been any name changes or changes in ownership? If so, please describe fully the changes that have occurred.
- B. List all transportation contracts currently held in Oregon, showing the 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. Provide the name of the Districts, names, addresses and phone numbers of the appropriate contact persons of for up to ten operations currently being served that are closest in size to the Gresham-Barlow operation. Note: If the company is well established but relatively new to student transportation in Oregon, provide measuring districts in another state that are similar in size to Gresham-Barlow.
- D. For five (5) of the above measuring districts, provide the following:
  - (1) Length of the current contract
  - (2) Number of regular route buses
  - (3) Number of on-site employees at the end of 2003
  - (4) (4) Total number of employees who quit or were terminated during the 2002-03 school year
  - (5) Driver profile by years of experience/service in driving school bus and overall average years of experience for each measuring district
  - (6) Length of tenure of the on-site manager and other staff
    - (a) at this location
    - (b) with your company
    - (c) in the student transportation industry

- E For the operation closest in size to this District, provide the following (one copy to be submitted with original):
  - (1) Driver's manual
  - (2) Driver training plan
  - (3) Employee incentive plans
  - (4) Job description of the on-site manager
  - (5) Management manual
- F. During the last five years have any contracts been terminated by school districts you serve during the life of the contract? If so, give complete details.
- G. During the last five years has your company lost a bid from a district that had previously been served? If so, give complete details.
- H. Describe any present or prior litigation your company has or had with any customer.
- i. District you suggest we visit to help us evaluate your performance.

## 2. EFFICIENCY OF PERFORMANCE

- A. Explain how you would determine at what point additional buses might be required to handle increased student enrollment/ridership or possible rerouting.
- B. How you would monitor adherence to route schedules?
- C. Give specific examples from the past of emergencies, such as school shut downs, emergency closures, school fires, etc., and how your company responded. Submit sample documents currently in use in a district served by your company for handling such emergencies.
- D. Describe how the District's facility would be equipped. Describe in particular the major equipment that will be on site for maintenance and repair of buses.
- E. It is in the District's interest that all employees have clear expectations as to the job they are performing (and to see that the job they are performing is in alignment with District service and quality expectations). **All Proposers must submit complete and detailed job descriptions for each position and performance standards. All Proposers must submit a full description of the training program provided for their drivers.**
- F. Bidder shall provide a Maintenance Supervisor, and other maintenance personnel 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 Department of Education. Provide the qualification requirements for you maintenance supervisors.

- G.** Explain how your company will assure the District that substitute drivers will be available and prepared to perform reliably and safely.

3. **SAFETY OF OPERATIONS**

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

- A.** Provide information regarding your established, continuing safety program, describe the operation, contents, and requirements of the program.
- B.** Describe how your company meets Oregon's OSHA safety committee requirements including frequency, format and description of meetings.
- C.** Each Proposer shall demonstrate the effectiveness of their ongoing safety programs by submitting their workers' comp mod rate (if separate policies are in force, show the rate for the five comparable school districts listed).
- D.** Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.
- E.** Describe the preventive maintenance program for the vehicle fleets that your company manages. Include samples of records, checklists and a description of how you ensure that each vehicle actually receives the required maintenance within the scheduled interval.
- F.** In addition to legally required bus check-out reports, submit any forms used to receive reports from drivers on the condition of their vehicle.
- G.** Describe how you maintain records and evaluations of road failures.
- H.** How many road failures per month based on the fleet size ratio [?] did your company experience during the immediate past (2002-03) school year?
- I.** Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.
- J.** List other emergency instructions and how these situations have been handled by your company.
- K.** Describe your present procedures for inclement weather conditions.

- L. Describe your experience and procedures for transporting students with disabilities.
- M. Describe your training program for students.

**4. QUALIFICATIONS OF DRIVERS**

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

- A. What programs do you use for enhancing employee morale and attitudes?
- B. Outline the methods you use for recognizing employee service. Give specific examples.
- C. What percentage of your drivers have completed high school?
- D. Enclose a copy of the Proposer's drug policy procedures that may be implemented in this District. As part of this bid, BIDDER shall provide proof of having a program for mandatory drug testing/screening for all new hires, mandatory post accident drug testing, and random testing of all employees, including providing the DISTRICT with the name and address of the BIDDER'S Medical Review Officer (MRO).
- E. Within your organization, what percentage of your drivers have been with the company for five, ten, fifteen and twenty years?
- F. Describe your process for the recruitment of drivers.
- G. Define the methods you use to screen and select drivers from among the applicants. Include the criteria/standards you use, and the reasons that you might use to reject an applicant.
- H. If you check references on drivers, submit a list of questions that are asked of references.
- I. Describe your training program for driver applicants who have no experience driving school buses. Describe the program components and content of your training program, and include an outline of the course of study.
- J. Describe your in-service training and retraining program for drivers. Describe the program components and content of your training program, and include an outline of the course of study. Define the amount of training provided to drivers in a twelve-month period.

- K.** Describe in detail your current driver motivation, evaluation and discipline programs, including how you take into account safety, absences, tardiness, on-time route performance, tenure on the job, complaints, driving practices.
- L.** Describe how you monitor absence rates. What was the average percentage of drivers that failed to report to work, for whatever reason, during the 2002-03 school year in each of the measuring districts?
- M.** What are your policies for driver interaction with students?
- N.** Describe your experience and procedures for transporting students with disabilities.

**5. QUALIFICATIONS OF MANAGEMENT**

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

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

- F.** Provide the names and qualifications of those persons within your company who would have immediate authority over the on-site manager and those persons who would play an advisory role to the on-site manager in the areas of a) operations, b) training and personnel, c) safety and d) maintenance.

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

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

**8. EVIDENCE OF POSITIVE COMMUNITY RELATIONS**

As with all school programs, the transportation of students is an integral part of the community, and the District expects a strong, positive public relations program that earns the confidence of the public in the quality and safety of transportation.

Describe procedures and policies in dealing with parents and the public.

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PROPOSER shall describe the ways in which their company has been involved in the communities they serve.

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**9. DRIVER PERSONNEL - (Oregon Operations Only)**

A. PROPOSER shall discuss their Employee Compensation package, provide details regarding all benefits paid to employees, i.e. (401K) Retirement Plan, Health Insurance, Vacation, Sick Leave, Family Leave, etc. and their ability to retain qualified employees in their response to this Request for Proposal. Describe:

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B. Driver Base Rate Schedule for 2003-04

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<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

C. Total number of drivers now in your regular employ: \_\_\_\_\_

**10. FACILITIES**

A detailed description of PROPOSERS planned maintenance, vehicle parking, bus storage, office, and drivers training facility(s). Included in this description shall be the overall size, number of maintenance/repair bays, of PROPOSERS school bus maintenance/parking facility.

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**11. EQUIPMENT USED**

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). Note: The District's preference is to provide transit buses for Home-to-School.

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B. Support Vehicles: PROPOSER is required to provide a description of the two (2) support vehicles, including the make, model and year, as a part of their Proposal. (Type - 20 Vehicles)

1. Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_
2. Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

**12. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR**

A. History of break downs: PROPOSER shall furnish a recap, for the previous twelve operating months, showing a history of equipment breakdowns or failures that occurred in at least one school district approximately the same size as the Gresham-Barlow School District. Information should include the date breakdown occurred, part or equipment that failed, if breakdown resulted in late arrival to school or home and is so how late, and as a result of equipment breakdown or failure was a spare bus dispatched.

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**13. OIL RECYCLE PROGRAM**

A. Do you have an oil recycle program? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you use industrial oil or lubricating oil that has a percentage of recycled oil? Yes \_\_\_\_\_ No \_\_\_\_\_

B. Describe briefly your program or why you don't have a program and/or use any recycled oil.

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**14. INSURANCE DATA**

A. Copies without omission or gaps of actual insurance policies cover pages "or similar document" covering worker's 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 Worker's Compensation.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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B. If your proposal is actively considered, and if requested by the school district, will you request and authorize your insurance carrier(s), as shown above, to furnish in writing your accident loss ratio or related information? Yes \_\_\_\_\_ No \_\_\_\_\_

## Signature Line for a Proposer's Questionnaire

The undersigned Proposer hereby submits the above Pupil Transportation Service Questionnaire pursuant to the terms of the Request for Proposals for Pupil Transportation services. In submitting this questionnaire, Proposer hereby certifies the accuracy of the data submitted on the questionnaire and further certifies as to the accuracy of the materials submitted in Proposer's proposal. Proposer further acknowledges that it has complied with all the terms and conditions of the Request for Proposal.

Person to Receive Notices regarding  
this Request for Proposal:

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Proposer's State of Incorporation

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Proposer's Employer Identification Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

## Signature Line for a Proposer's Questionnaire

The undersigned Proposer hereby submits the above Pupil Transportation Service Questionnaire pursuant to the terms of the Request for Proposals for Pupil Transportation services. In submitting this questionnaire, Proposer hereby certifies the accuracy of the data submitted on the questionnaire and further certifies as to the accuracy of the materials submitted in Proposer's proposal. Proposer further acknowledges that it has complied with all the terms and conditions of the Request for Proposal.

Person to Receive Notices regarding  
this Request for Proposal:

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Proposer's State of Incorporation

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Proposer's Employer Identification Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES

RFP REQUIREMENTS

APPENDIX

**RFP PRICING FORMS AND QUOTES**

The Proposer is required to provide the following cost quotes. If the District has provided a form for a cost quote it must be used. Failure to provide the following cost quotes or to complete District forms may disqualify the proposal.

1. Price Sheet A
  - A. PART 1 - Facility Cost
  - B. PART 2 - Fixed Cost
  - C. PART 3 - Driver Compensation
  - D. PART 4 - Regular Home-to-School
2. Rate Table #1 - Regular Home-to-School
3. Rate Table #2 - Special Education
4. Rate Table #3 - Activities
5. Rate Table #4 - Type 20 Vehicles
6. Driver Charges for Activity Layover and Overnight Trips

**GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.  
REQUEST FOR PROPOSAL  
PUPIL TRANSPORTATION SERVICES**

**Price Sheet A - Cost for 2004-05**

<b>PART 1</b>	<b>Costs - Per month: 12 months</b>	<b>Total Cost for year</b>
<b>FACILITY COST</b>		
<b>PART 2</b>	<b>Costs - Per month: 12 months</b>	<b>Total Cost for year</b>
<b>FIXED COST</b>		
<b>PART 3</b>	<b>DRIVER COMPENSATION</b>	
<b>Step-Current Salary</b>	<b>Proposed Pay/Hour</b>	<b>Burdened Cost</b>
<b>1 \$10.50</b>	\$	
<b>2 \$10.80</b>	\$	
<b>3 \$11.00</b>	\$	
<b>4 \$11.20</b>	\$	
<b>5 \$11.45-\$12.85</b>	\$	
<b>PART 4</b>	<b>Costs - Per month: 10 months</b>	<b>Total Cost for year</b>
<b>HOME-TO-SCHOOL</b>		

**Note:** Annual projected cost and the proportionate monthly cost for Home-to-School is to based on 173 transported days.

**Support Facilities:** Contractor shall submit evidence with the bid that it has A) secured; or B) identified and has the ability to secure a parcel of real property (minimum 2 acres) within the District, and located no more than five (5) miles outside of the city Limits of Gresham, and that it will be able to provide a school bus repair shop, fenced storage for buses, and office facilities on the site not later than sixty (60) days following the commencement of the contract. If Contractor has not secured a parcel of real property at the time it submits its bid, the bid shall further demonstrate Contractor's ability to provide transportation services in full compliance with the contract requirements if a facility has not been secured and developed prior to the commencement of the contract, until such a facility is developed. Facilities must have fuel storage tanks to facilitate bulk fuel deliveries. Location, size, and design of the facility shall be subject to all requirements of City or County Planning Departments and District approval.

**GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.**

**Rate Table #1 - Regular Home-to-School**

**For the Period Beginning July 1, 2004 and Ending June 30, 2005**

1	2	3		4		5		6		7		8		9		10		11		12		13	
		Quantity	Capacity	Conventional	Transit	Mini	Diesel	Gas	Non-Driver	Driver	Non-Driver	Driver	Non-Driver	Driver	Non-Driver	Driver	Non-Driver	Excess Hourly Rate	Driver	Total			
1																							
2																							
3																							
4																							
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Notes:

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Company Name:

Signature:

Date:

BASED ON CURRENT SERVICES REQUIRED IN APPENDIX E

**GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.**

**Rate Table #2 - Special Education  
For the Period Beginning July 1, 2004 and Ending June 30, 2005**

	1		2			3		4			5		6		7		8		9		10		11		12		13	
	Quantity	Vehicle	Capacity	Conventional	Transit	Mini	Diesel	Gas	3 Hour Base or Daily Trip Rate	Non-Driver	Driver	Total	Non-Driver	Driver	Total	Excess Hourly Rate	Non-Driver	Driver	Total									
1																												
2																												
3																												
4																												
5																												
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Notes:

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Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

As indicated above, the Contractor may propose either a route 3-hour base amount or per daily trip rate per student. Indicate in Notes which method is proposed.

**GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.**

**Rate Table #3 – Activities**

**For the Period Beginning July 1, 2004 and Ending June 30, 2005**

1	2		3		4		5		6		7		8		9		10		11		
	Quantity	Vehicle Capacity	Conventional	Vehicle Body Type	Transit	Mini	Diesel	Fuel Type	Gas	Annual Fixed Cost	Minimum Rate	Excess Driver Rate Per Hour	Non Driver Excess Rate Per Mile								
1																					
2																					
3																					
4																					
5																					
6																					
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20																					

Notes:

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Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



GRESHAM-BARLOW SCHOOL DISTRICT NO. 10 JT.

Rate Table #4 – Type 20 Vehicles

The undersigned bidder, by this bid proposes to furnish for District use as specified in the bid documents for the 2004-05 school year at the rates stated below.

Section 1. Two vans or Type – 20 Vehicles, each with a capacity of fifteen occupants;

Monthly Rate - \$ \_\_\_\_\_

ADDITIONAL COST FOR CHAINS:

\$ \_\_\_\_\_ price per bus for automatic chains

\$ \_\_\_\_\_ price per bus for cable chains

Dated \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



**First Student, Inc.**  
Corporate Headquarters  
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Cincinnati, OH 45202  
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513.419.3207 Fax