REQUEST FOR PROPOSALS 2021 TRANSPORTATION SERVICES INDEPENDENT SCHOOL DISTRICT #181 BRAINERD PUBLIC SCHOOLS

SECTION I GENERAL DIRECTIONS

1.1 Introduction

- 1.1.1 Independent School District No. 181 Brainerd Public Schools, hereafter referred to as "School District" and "District".
- 1.1.2 Serving approximately 6,800 students enrolled in programs from birth to age 21, the District is the 32nd largest district in the State and the 6th largest district in greater Minnesota. The District provides school transportation for about 5,300 students to and from school each day on approximately 62 regular and 19 special needs routes.
- 1.1.3 The District's geographic size covers 517 square miles of local and rural communities. The District encompass all or part of the following area communities: Brainerd, Baxter, Nisswa, Merrifield, Garrison and Fort Ripley.
- 1.1.4 Currently, the District provides transportation for 13 public school sites and 3 non-public and charter school sites. The District's public schools consist of six elementary schools, 1 middle school, 1 high school campus, two alternative education sites and one early childhood and before and after school program site. In addition, the District provides special transportation services to several other SPED sites as required by the student's individualized education plan.

1.1.5 OUR DISTRICT'S VISION STATEMENT

It is required that the Contractor awarded the transportation services contract understand our District's vision. As an integral part of our District's core services to students, it is imperative that the Contractor and its employees are familiar with our organization's vision and strive to incorporate it within their daily responsibilities and interaction with our students, their families and our entire community.

"The Brainerd Public Schools, in partnership with the community, will ensure all students achieve their individual potential by providing the highest quality resources to prepare learners for an everchanging global society.

1.2 <u>Term</u>

The term of the contract shall be two (2) years. The School District, at its sole discretion, shall reserve the option to extend the contract for an additional two-year term.

1.3 Service within the District

Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the District for the contracted period to the District's schools according to a time schedule and routes determined by the District. There shall be no change in any bus route or time schedule without the written consent of the District. In the event changes are made by the District concerning the number of student days or vehicles required, the payment to the Contractor shall be changed accordingly.

1.4 Service Outside of the District

Contractor shall furnish equipment and personnel as required by the District to provide daily transportation of students outside the District to such locations according to the students' needs. Student transportation that occurs outside of District for regular educations routes will be invoiced by Contractor at the time and mileage rate used for out of District trips.

1.5 Performance Security

The Contractor shall enter into a formal contract based on the conditions and specifications as set forth herein. The performance security may be in the form of a Performance Bond or other security acceptable to District and Contractor. The Contractor may be required to supply a Performance Bond equal to 100% of the anticipated contract amount, before commencing services. The cost of the bond shall be listed separately on the Contractor's proposal and should not be included in any of the listed route rates. At its own discretion, the District reserves the right to waive the Performance Bond requirement for the term of the Agreement.

1.6 Award

The School District reserves the right to waive any formalities and irregularities, to accept or reject in whole or in part all proposals, and to negotiate and award a contract that in its judgment is in the best interest of the School District.

SECTION II INFORMATION FOR PROSPECTIVE CONTRACTORS

- 2.1 Prospective contractors are requested to read and fully understand the complete contents of this contract specifications document prior to submitting a proposal.
- 2.2 Prospective contractors must be prepared to serve the District for up to four years as the District is seeking proposals for two school years, 2021-2022 and 2022-2023, and the contract will include an option for the District to extend the terms and conditions of the contract for an additional two-year term through the 2024-2025 school year.
- 2.3 The Contractor' performance must conform to the specifications set out in this document and quotations must reflect these requirements.
- 2.4 Sealed proposals must be received by Friday, February 26, 2021, at 4:00 p.m. Proposals should be delivered or sent to Brainerd Public Schools, Attn: Marci Lord, Director of Business Services, Washington Educational Services Building, 804 Oak Street, Brainerd, MN 56401.
- 2.5 The School Board reserves the right to accept or reject any or all quotations and to waive any irregularities.
- 2.6 The District will strive to enter into a contract or contracts that will provide the highest level of service at a reasonable cost. Negotiations may be required to obtain this. The final decision may be based on factors other than cost.
- 2.7 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 2.8 During the evaluation process, the District reserves the right, where it may serve the best interest of the District, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to participate in an interview as part of the evaluation process. The District is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this RFP.

2.9 Each contractor assumes the risk of the US Mail or other common carrier in sending their proposal to the School District.

SECTION III PROPOSALS

- 3.1 Sealed proposals must be received by Director of Business Services Marci Lord at the Washington Educational Services Building, 804 Oak Street, , Brainerd, MN 56401, on or before 4:00 p.m., February 26, 2021. No faxed or emailed transmissions will be accepted or allowed. Please submit three copies of the proposal for consideration in an extra envelope for committee review.
- 3.2 <u>Firms may direct written questions regarding this RFP to the District's Transportation Manager Norbert Klimek via e-mail to norbert.klimek@isd181.org.</u> The District will issue an addendum responding to questions submitted to Mr. Klimek on February 19, 2021.
- 3.3 Listed below are the required dates and times by which actions must be completed. If the District determines that it is necessary to change a date or time or location, it will issue an addendum to this proposal. Times are local times at the address of the Authorized District Representative.

Action Date/Time and Location if Applicable RFP Advertised January 31, 2021 RFP released January 31, 2021 Deadline for questions February 12, 2021 Last Addendum issued February 19, 2021 Proposal due date February 26, 2021 District Selection Date TBD School Board approval and award of contract TBD Signing of Contracts 10 days after School Board's decision to award contract

Contract effective date

July 1, 2021

- 3.4 The proposer shall furnish such additional information as the District may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The District reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation.
- 3.5 The District reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all areas of the proposals, and to waive minor irregularities in the procedures.
- 3.6 All proposals submitted shall be binding for ninety (90) calendar days following opening.
- 3.7 Alternate Proposals:
 - An alternate proposal is viewed by the District as a proposal describing an approach to accomplishing the requirements of the RFPs which differs from the approach set forth in the solicitation.
 - An alternate proposal may also be a second proposal submitted by the same proposer which differs in some degree from its basic or prime proposal.
 - Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.

The District will, during the initial evaluation process, consider all alternate proposals submitted.

3.8 If it becomes necessary to revise or amend any part of this RFP, the Transportation Manager will furnish the revision by written Addendum to all prospective proposers who received an original RFP. The Addendum Receipt Verification form included with this RFP in Attachment "B" and must be completed and submitted with your Proposal.

- 3.9 In accordance Minnesota Statutes and except as may be provided by other applicable State and Federal law, all proposers should be aware that RFPs and the responses thereto are public information and subject to disclosure to anyone who requests it. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All information becomes public after the School Board has approved the contract.
- 3.10 All proposals received from proposers in response to this RFP will become the property of the District and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the District.
- 3.11 By submitting a proposal, the proposer certifies that it has fully read and understands the proposal and has full knowledge of the scope, nature, and quality of work to be performed. The Proposal form is included with this RFP in Attachment "A" and the reference sheet in Attachment "C", must all be completed and submitted with your proposal.
- 3.12 <u>Discrimination:</u> The District strictly adheres to Minnesota State Statute Section 181.59, Discrimination on Account of Race, Creed, or Color Prohibited in Contract, for the contracts it enters into.
- 3.13 Nondiscrimination: During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The contractor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:
 - Minnesota Statute Chapter 363A
 - The Equal Employment Opportunity Act of 1972
 - The Rehabilitation Act of 1973
 - The Age Discrimination in Employment Act of 1967
 - The Equal Pay Act of 1963
 - The Job Training Partnership Act of 1982

SECTION IV PROPOSAL SUBMISSION

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

- 4.1 Title Page: Show the name of proposer's business, address, telephone number, name of contact person, date, and the subject: REQUEST FOR PROPOSALS 2021 TRANSPORTATION SERVICES FOR ISD #181 BRAINERD PUBLIC SCHOOLS.
- 4.2 Table of Contents: Include a clear identification of the material by section and by page number.
- 4.3 Letter of Transmittal: Limit to one or two pages.
 - Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.
 - Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers. It is imperative that the District has a primary contact(s) at the business chosen from this RFP. The District will require this primary contact(s) to be familiar with the District's accounts.

4.4 General Information:

- Executive Summary to be no more than 3 pages.
- Name of business.
- Mailing Address/Phone Number.
- Names of persons to be contacted for information if different from name of person in charge.
- State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
- Give the date business was organized and/or incorporated, and where.
- Name the Office that will complete the work and the number of professional staff at that office.
- Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
- State if the business is licensed, permitted and/or certificated to do business in the State of Minnesota. The District reserves the right to request copies of all such licenses issued to the business entity.
- Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on any item-by-item basis where applicable.
- Range of products offered.
- List of vehicles to be utilized by Contractor.
- 4.5 Proposal submission form including the identification of the firm and the signature of the person submitting the proposal.
- 4.6 Attachments A, B, and C must be filled and enclosed with the proposal.

SECTION V SPECIFIC CONDITIONS

5.1 Vehicles

- 5.1.1 Included in the proposal shall be a list of equipment the Contractor proposes to utilize in services provided. If the Contractor proposes to furnish new equipment, they shall include with the proposal evidence they have such equipment in their immediate possession, or certification from a manufacturer or authorized representative that such new equipment will be provided for service prior to the start of the contract.
- 5.1.2 If the Contractor proposes to furnish used equipment, they shall include with the proposal evidence of ownership. All vehicles must be maintained in safe operating condition, and the Contractor shall provide that exterior and interior cleanliness be maintained. No vehicle shall be more than 15 years of age, with an average age of the fleet being no more than 9 years. If the Contractor desires to operate vehicles beyond 15 years, they must have the vehicles inspected by the District and/or designated agent to obtain permission.
- 5.1.3 Contractor must achieve a failure/out of service rate of no more than nine (9) percent. If this threshold is exceeded, Contractor will develop and present a corrective action plan within 10 days of the inspection report to be reviewed for approval by the School District, with the issues corrected within 20 working days of the inspection report.
- 5.1.4 Additional equipment Additional equipment such as handicapped lifts may have to be added throughout the year and shall be provided as an amendment to the contract upon terms mutually agreed to. Equipment, which is unique to meet the needs of an individual student, shall be identified by the School District.
- 5.1.5 All vehicles shall be equipped with:

- A. 2-way radios Properly working two-way radios shall be in each bus used to provide services. The District shall be provided with the FCC assigned frequency number for all such equipment.
- B. Back-up alarms.
- C. Interior cameras (minimum 2 per bus). Contractor agrees to provide, maintain and replace cameras needed for all regular and special education routes. The type of camera system used shall be wireless or contain a hard drive. District will work collectively with Contractor to determine to type and brand of cameras.
- D. Swing gates (regular routes only). Contractor agrees to provide, maintain and replace swing gates needed for all regular routes.
- E. Child check system An electronic device that requires the driver to walk to the back of the bus to check for students after each route.
- F. All vehicles must be capable of allowing the installation of after-market tablets loaded with software provided by the District, and providing power to the same.
- 5.1.6 The Contractor may make available motor coach buses at the request of the District at its current commercial rates. Contractor will provide District with updated rates on the 1st of each month, or each time they are adjusted. Contractor will honor rates in effect at the time of the trip confirmation date for up to 30 days. Motor coach cancellations less than 48 hours before departure will be billed at the trip minimum rate stated within the most current market rate sheet.
- 5.1.7 District owns two single axle 12 foot trailers which will be used for athletic and activity events. Contractor will pull these trailers with a school bus at the request of the District. During which time the Contractor is using these trailers for transportation for District activities, the trailers and the contents of the trailers will be the sole responsibility and/or liability of the District. The District will provide the Contractor with annual verification of insurance coverage. Contractor agrees to provide all necessary maintenance for the trailers. District will reimburse Contractor for parts only for any maintenance to the trailers. Maintenance labor will be the responsibility of the Contractor.

5.2 Insurance

5.2.1 Successful Contractor shall maintain during the life of the contract public liability and property damage and excess liability insurance within minimum limits as follows:

A. Minimum limits:

Automobile Liability	\$1,000,000	combined single limit
Commercial Liability	\$1,000,000	combined single limit
Umbrella Liability	\$4,000,000	

- 5.2.2 Successful Contractor shall furnish and maintain during the life of the contract Worker's Compensation coverage for the protection of their employees in the amount as required by law.
- 5.2.3 The Contractor agrees to hold harmless, indemnify and defend the School District, its agents and employees against any and all claims, personal and/or property damage, arising out of the operation of vehicles pursuant to the contract awarded here under.
- 5.2.4 Contractor's liability insurance policy under this section shall name the School District as additional insured entity on its insurance policy and provide the School District with an insurance certificate annually.
- 5.2.5 All insurance policies shall provide that no coverage shall be canceled or changed except by thirty (30) days' written notice to District with evidence of Worker's Compensation coverage in the amount required by law.

5.3 <u>Service Conditions</u>

- 5.3.1 The number of students transported shall not exceed the rated manufacturer's capacity and be in conformance with State laws at all times. Scheduling of the students for arrival at the various school locations shall conform to regular school schedules or the schedule established by the School District.
- 5.3.2 Students with disabilities shall be picked up at an appropriate stop that is as near as possible to the home. A student shall load or unload at home or school only from the right side of the vehicle, unless escorted across the street by an aide.
- 5.3.3 No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the School District. The District reserves the right to assign attendants to any vehicle in the best interest of any student.
- 5.3.4 The successful Contractor shall be highly selective in the employment of drivers. The Contractor makes appropriate criminal background checks and motor vehicle license checks on all new drivers as required by law. The Contractor will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to the District. The District reserves the right to comment on the performance of any employee of the Contractor, and Contractor shall take appropriate steps to improve services. The Contractor shall implement a dress code that for all employees that shall be agreed to by the School District.
- 5.3.5 Before the beginning of the school year and at such other times as required by the District, Contractor shall furnish the School District with a current roster of all its drivers transporting District pupils.

 Name, bus assignment and license numbers for all drivers and substitutes will be furnished to the School District.
- 5.3.6 No driver shall be assigned to a route in the District because of their removal from another district for non-compliance of rules, regulations, laws, or procedures without permission of the Transportation Coordinator.
- 5.3.7 Smoking Policy: The School District Policy prohibits any person employee, visitor, student, parent, etc., from smoking or using any tobacco on school grounds in school owned buildings and in school owned or contracted vehicles at any time.
- 5.3.8 Successful Contractor shall be responsible for handling complaint calls.
- 5.3.9 The drivers shall be responsible for enforcement of the School District "Student Bus Safety Code".
- 5.3.10 The Contractor will be responsible for performing two emergency evacuation drills per year. These drills will be coordinated with the School District and performed on School District property or other controlled location approved by the District. This service shall be performed at no additional cost. If classroom school bus safety training is provided by the Contractor, this will be provided and billed by the Contractor at the in-District shuttle rate.
- 5.3.11 The Contractor shall understand that information regarding students and routes is confidential and shall be responsible for the training of all employees regarding confidentiality.
- 5.3.12 Due to the fact that the bus company may have the ability to access confidential data, the School District reserves the right to access the bus company's computer system at any time to confirm that proper District procedures are being maintained to protect this data. The District also may require the bus company to implement specific data privacy procedures to assure that their data is secure.
- 5.3.13 Identification badges must be worn by all drivers operating vehicles under this contract. These shall be provided at the expense of the Contractor.

5.4 Payments

- 5.4.1 Payments to the Contractor by the School District will be made on a monthly basis. Invoices received by the School District by the 20th of the month will have payment issued by the 30th of each month. Invoices received by the School District by the 5th of the month will have payment issued on or before the 15th.
- 5.4.2 The Contractor will provide its billing and statement with such detail, information and clarity as the District will require and provide the District with the opportunity to verify the charges for services. Invoices must be submitted in a timely manner. The District will not pay any invoice that is not submitted to the District prior to September 30 following the contract year in which the services were provided. For example, all invoices related to services provided between July 1, 2021 and June 30, 2022 must be submitted to the District for payment before September 30, 2022. The District will not pay any invoiced amounts submitted after this deadline.

5.5 <u>Assignments/Subcontract</u>

- 5.5.1 The services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the District. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons first, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
- 5.5.2 During the contracted route times the School District reserves the right to direct the operation of the Contractor's buses as it deems necessary.
- 5.5.3 The Contractor shall not subcontract any of the services required to be performed in the Agreement, unless the Contractor has received the full, expressed prior consent of the District.

5.6 Title IX Compliance Notice - Nondiscrimination Policy

5.6.1 As required by Title IX of the Education Amendments of 1972, all vendors must comply with OSHA regulations where applicable.

5.7 <u>Taxes</u>

5.7.1 The Contractor shall pay all taxes imposed on any equipment, supplies or services to be furnished. It is recognized by and between the parties there will be no liability on the part of the School District for any type of tax assessed thereon.

5.8 Scheduling

5.8.1 The District shall schedule the routes and the Contractor shall operate the buses according to the routes established. Regular Ed routes for the following school year will be provided to the Contractor by May 1st each year. The Contractor shall review the routes and identify any concerns that they have no later than June 1st. Over the course of the summer and leading up to the start of the school year, the District reserves the right to modify routes to accommodate changes in student enrollment and/or any changes with existing students that will impact the routes. The Contractor shall also furnish the District with any concerns associated with the routes on an ongoing basis. The Contractor and District shall cooperate with each other in maintaining a good public relations program with the community.

- 5.8.2 Routes may be modified by the District at any time to assure the timely and efficient delivery of students to and from school. Modifications shall not be made for seasonal changes, road construction or other temporary conditions unless the District determines that it is needed in order to get students to school on time.
- 5.8.3 The District reserves the right to establish or otherwise modify the routes, stops, and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes, stops, and schedules and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within three (3) business days after notice is received from District.
- 5.8.4 If the District modifies the number of routes necessary to assure the timely and efficient delivery of students to and from the District's schools, the Contractor will be paid for the actual transportation services provided according to the payment scheduled agreed to be the parties.

5.9 Equipment and Maintenance

- 5.9.1 Contractor shall maintain a regular staff of qualified mechanics to ensure proper maintenance of all equipment used in the transportation of students in strict accordance with the State of Minnesota Standards for School Buses, and shall maintain said equipment in good mechanical order at all times. All buses shall be kept in a clean and sanitary condition and open to the District for inspection at all times. Vehicles shall be inspected annually by the State of Minnesota, and the results of the inspection shall be forwarded to the Transportation Department and kept on file no later than 30 days after completion of the inspections.
- 5.9.2 All regular route buses shall have a minimum seating capacity of 77 passengers. Buses serving special needs routes must be able capable of safely and comfortably transporting at least 16 students to ensure that contractor is able to service the District's special needs routes without requiring the District to create new routes due to capacity limitations with respect to contractor's bus fleet.
- 5.9.3 Older vehicles that are showing signs of rust shall be repaired on an annual basis in order to keep a consistent appearance and safe environment.
- 5.9.4 To preserve safety, vehicles shall be properly maintained to prevent breakdowns, operational malfunctions and potential accidents.
- 5.9.5 Contractor agrees all Management and Staff listed in 5.11 will have necessary computers, equipment and training to operate the District's Versa-Trans system.

5.10 Management and Staffing

- 5.10.1 <u>Bus Dispatcher</u>- The Contractor shall employ at least one dispatcher who works closely with the School District Transportation Department staff to dispatch buses, provides adequate daily communications with drivers in regard to problems, scheduling, routing, pupil management, discipline, etc. This person will have the necessary computer and training to operate the District's Versa-Trans system.
- 5.10.2 <u>Safety Coordinator/Trainer-</u> The Contractor shall comply with all safety segments of this contract through the supervision of the Safety Coordinator/Regular Ed trainer/Special needs trainer. The Safety Coordinator provides scheduled daily supervision of buses and implements safety programs to include, but are not restrict to, bus evacuation drills, training of drivers, implementing video camera program and maintaining documentation which may be submitted to the District if requested by the District Transportation Department, program presentations to students and any other safety efforts deemed necessary the District or Contractor. This person will work with the District Transportation Department and transportation staff in reviewing route change requests from drivers and the public when deemed necessary by the Transportation Coordinator. This person will have the necessary

computer and training to operate the District's Versa-Trans system. This person(s) will serve as Regular Education driver trainer(s) and Special Transportation driver trainer and will notify the Transportation Department in writing as to which individual(s) is/are filling the role(s). This person(s) shall participate in the monthly state safety and special transportation meetings.

- 5.10.3 <u>Scheduling/information clerk-</u> The Contractor will provide a staff person to handle inquiries from the public and general business with the District. This person will have the necessary computer and training to operate the District's Versa-Trans system.
 - Contractor's staff person is available during normal school transportation hours to handle calls from parents relative to routing, safety, load numbers, lost and found information.
 - As expected with all employees, the information clerk should be professional and respectful of
 the public. This position should be filled by a person experienced and skilled in public relations.
 Any substantiated claims relative to rude or unprofessional conduct by this person or any
 employee that is found to be not justifiable will be grounds for non-performance of the contract.
- 5.10.4 Terminal manager This person will have operational decision making authority. This position may be combined with the above and will have authority to make operational and equipment related decisions in the absence of the owner to ensure uninterrupted service and safe operation of all the assigned bus routes. They will be expected to have knowledge and ability to deal with personnel issues, public relations/complaint matters, attend meeting in a timely manner. This person will have the necessary computer and training to operate the District's Versa-Trans system. The terminal manager oversee vehicles, personnel, services required and to serve as a liaison to the School District staff. Supervisor must be within the School District during AM and PM routes and shall not be permanently assigned to a route. The supervisor may fill in as a substitute as long as it does not interfere with the duties listed above. This person must attend all meetings required by the District that support the common goal of safety and service throughout the community. This could include participation in crisis management team, city/county meetings, open houses, and other safety or service related meetings within the community.
- 5.10.5 <u>Technology and Transportation Committee Member-</u> This person may be required by the District to attend the monthly meetings and will represent the Contractor at committee meetings.
- 5.1.6 Paraprofessionals/bus aides. The District may consider using a contracted service to provide paraprofessionals/bus aides at some point during the effective date of the contract and is interested in determining the Contractor's cost of providing paraprofessionals/bus aides, if Contractor is able and willing to provide such services. The paraprofessionals/bus aides may be needed to care for students with special physical, mental, or emotional needs as they board, ride, and disembark from the school vehicle. Aides may also be needed to ride regular buses to observe, instruct, and report on student behaviors and interactions. Aides may need to be assigned on either a temporary or permanent basis. Training and assignments are subject to District approval. An hourly rate said paraprofessional/bus aide services may be included on Attachment A. Proposals that do not include a quote for this service will still be considered.
- 5.10.7 Staff that interacts with the public should receive training in customer service. Documentation of all training should be available to the District upon request.
- 5.10.8 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of District. Accordingly, Contractor agrees that each driver shall:
 - possess a valid license issued by this State authorizing such person to operate a school bus.
 - be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a

- school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- prior to employment and from time to time thereafter, to the extent permitted by law, undergo
 such tests as may reveal, within a reasonable degree of medical or scientific certainty, the
 presence or absence of drugs or controlled substances in the body and such tests as may clinically
 reveal alcoholism or alcohol misuse. Negative findings for such tests shall be a condition of
 employment.
- satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- supervising the loading and unloading of his or her bus at every pick-up and delivery point.
- keeping informed of all rules and regulations affecting the operation of school buses and standards of conduct.
- complying with all federal, state and local traffic laws while operating buses under this Agreement.
- carrying appropriate identification at all times while on duty.
- carrying a time piece while on duty so that the driver can maintain established schedule times.
- 5.10.9 Contractor will designate one individual employed by contractor to assist District personnel in providing supervision of students at each designated transfer location at which students transfer from one bus to another.
- 5.10.10 Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall have appropriate processes to monitor and prevent the use of prescription and non-prescription drugs which impair the safe operation of the bus.
- 5.10.11 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to remove from service under this Agreement any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

5.11 <u>Safety Program</u>

5.11.1 The Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. In accordance with Minnesota Statutes Section 171.321, Subdivision 5, drivers will receive a driving evaluation at least once a year. Contractor shall annually verify the validity of each driver's license. In accordance with the schedule below, a driver supervisor or trainer shall complete a physical or video review check ride with every driver at least once per year for the purpose of observing their driving practices with respect to safety, adherence to published route schedules, mechanical operation, and conformance with applicable laws, rules and regulations. Upon completion, a copy of the evaluation certification should be available to the District upon request.

New Driver – Unlicensed at time of application – Within first 30 days – Physical Check Ride

After 90 days - Video Check Ride

New Driver – Licensed at time of application – Within first 30 days – Video Check Ride

Driver Employed for 380 days or more – No less than Annually – Video Check Ride

5.11.2 The Contractor shall identify at least one person to be the "School Bus Trainer". The Contractor will follow the Model School Bus Driver Training Manual.

- 5.11.3 At the request of the District, the Contractor's School Bus Safety Trainer will meet with the Transportation Department to update the District on operational issues and to discuss how the Contractor is keeping up with "Best Practices" in the area of School Bus Safety training. Each Trainer will be required to have advanced training each year, with documentation of all training be available to the District upon request.
- 5.11.4 A training program shall be established to improve a driver's knowledge and quality for both beginning and experienced drivers. The Contractor's training program must meet or exceed the Minnesota requirements for school bus safety training. Other safety training required by the District shall be attended at the Contractor's expense.
- 5.11.5 School bus safety training and documentation of the content of the training for all drivers and substitute drivers should be available to the District upon request. Content of the Contractor's safety meetings will include, but are not limited to, the following areas:
 - Defensive Driving
 - Human Relations/Customer Service
 - Behavior management
 - Basic First Aid Knowledge
 - District policies, state laws, & federal regulations relative to school buses
 - Accident preparedness and emergency procedures
 - Winter driving techniques
 - Bullying on the bus, weapons and bus discipline
 - Operations of camera, crossing gates, child check
 - Blood-borne pathogens and body fluid cleanup procedures
 - Confidentiality of student information
 - Mandatory Reporting

In addition to the above, training for Special Transportation Drivers and all special Transportation substitute drivers will include, but are not limited to, the following additional areas:

- Early childhood/special ed
- Wheelchairs, lifts, Child safety systems (CSRS) & other specialized equipment
- Special Needs bus evacuation
- Characteristics of Disability
- Transportation as a related service

5.12 <u>Student Discipline/Vandalism</u>

5.12.1 The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver remove a student from a bus

for misbehavior except in the event of an extreme emergency endangering the safety of the student, other students, the driver or the bus assistant, and then only after consultation with a member of the Contractor's management staff and the District Transportation Department. All discipline problems shall be immediately reported in writing to the District following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

5.12.2 Vandalism and/or damage to Contractor's equipment or facilities shall be the sole responsibility of Contractor.

5.13 Contractor Not an Agent

5.13.1 In the interpretation of this Agreement and the relations between the Contractor and the District, the same shall be construed as being an independent contractor agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

5.14 Indemnification

5.14.1 Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act of neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

5.15 <u>Accident Reports</u>

5.15.1 In the event of an accident, a verbal report shall be made immediately to the Transportation Department. The District shall provide a written procedure that must be followed if an accident occurs. A written accident report disclosing all information relating to the accident and any other possible pertinent information requested by the District will be submitted to the Transportation Department within two working days of the accident. All accidents will be reviewed with the safety trainer at the scheduled monthly meetings with the District. In the event of a crisis, the Brainerd School District Crisis Management Policy must be followed.

5.16 Facility

5.16.1 The Contractor shall maintain an in-District terminal and office approved by the District which is no more than 30 minutes from the furthest point within the District.

5.17 <u>Student Bus Training</u>

5.17.1 The Contractor shall provide annual bus safety training to the District's kindergarten through sixth grade students within the first two weeks of the school year. The Contractor shall also provide a

second school bus training to kindergarten through third grade students during the school year. The Contractor shall provide the trainings at no additional cost to the District.

SECTION VI MISCELLANEOUS PROVISIONS

6.1 Applicability of Laws

- 6.1.1 Anything herein notwithstanding, successful Contractor shall comply with applicable provisions of the State of Minnesota Motor Vehicle Code, State Board of Education rules and regulations relating to student transportation, the construction, design, operation of equipment, safety accessories for equipment, vehicle codes and other applicable laws, and rules and regulations prescribed by State and County relating to the transportation of students.
- 6.1.2 The attached proposal by the School District for the transportation contemplated by these specifications shall be reduced to a written contract,, which will incorporate the requirements of these specifications. It is understood that no contract for transportation will be effective until executed by the successful Contractor and the School District. The successful Contractor shall, within ten (10) calendar days after Notice of Award is issued by the District, enter into a contract with the District for the performance of work awarded them and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
- 6.1.3 The successful Contractor shall comply with the School District's adopted transportation policies and regulations.

6.2 Inclement Weather

- 6.2.1 In the event of inclement weather or impassability of roads resulting in the cancellation, delay or early dismissal of school, the District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than one (1) hour before early dismissal or the cancellation of Supplemental Transportation. On days that are cancelled because of inclement weather or impassibility of roads and not made up, the District shall pay the Contractor an amount equal to 60% of the normal daily rate for regular and special needs routes. This 60% payment shall not apply for closures reasons other than inclement weather or impassibility of roads.
- 6.2.2. It is agreed by the Contractor and the District that in the event of act(s) of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, health pandemic, Federal, State, or local government order preventing the District from engaging in in-person instruction, or any other condition closing down the school except for closures based on inclement weather or impassibility of roads, the District may, at its sole option, excuse the Contractor from performance of the transportation services it determines are no longer necessary and/or terminate the contract, or shall have the right to assume the operation of such buses, with School District employees or other persons as the District may deem appropriate. In the event that the District determines that some or all of the Contractor's transportation services are not necessary due to a condition outlined in this Paragraph, Contractor shall be compensated only for transportation services the District determines are necessary and are actually provided by the Contractor.

6.3 Reports

In addition to the aforementioned reports, the following reports are to be submitted to the District Transportation Department on October 15th and June 15th of each school year.

• Driver report. This report must include the name, address, license number and current work assignment of each driver (route and sub drivers).

- Route information report (June only). This report must include all miles, hours, and other route information for all routes by category (Special Ed, Regular, Shuttles, Field trips, etc.). These miles must be reported in a format as required by the State of Minnesota.
- Fleet report. This report must contain all vehicles used (routes and spares) for the purpose of transporting students in the District, along with make of equipment, year of manufacture, and mileage.
- Staffing report. This report must include a list of all non-driving staff used by the Contractor to fulfill this contract (Management, Dispatch, Trainers, etc.).
- Additional reports may include, but are not limited to:
 - Crash Reports
 - Student Discipline Reports
 - Bus Inspections
 - o Monthly or Yearly Mileage, Hour or Route Reports
 - o Bus Ridership Reports- for each route including special education transportation routes
 - o Driver Qualification Reports

All such records shall be open to inspection by District or its representative during regular business hours in Contractor's office.

6.4 Non-Performance Reserve Deduct System

- 6.4.1 The District **may** withhold 1% (one percent) of the total contract payment per month for the first four months (September-December) of the school year as security for the successful performance of the contract for that school year. It is understood that should the reserve be depleted due to non-performance, as defined in this section, the District reserves the right to replenish the reserve by extending the number of months to withhold the one-percent payment. This money will be retained by the District until the completion of the school year. Monies withheld from the contract by the District under the terms of this section will not accrue interest.
- 6.4.2 Violations of the contract items **may** be subject to monetary deductions from the reserve on a monthly basis. Following the successful completion of each school year the remaining balance of the reserve will be returned to the Contractor as part of the monthly payment for June of that school year.
- 6.4.3 Conditions of non-performance include that will result in a deduction from the non-performance reserve include the following:

A fine equal to twice the normal daily rate per bus will be imposed on the Contractor for any of the following:

- Allowing a driver to drive a route without the appropriate driver's license.
- Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
- Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of Federal, State or District rules, regulations, laws or procedures.
- Running a route with a vehicle that does not have a current inspection sticker.
- Allowing a driver to use a cell phone for personal use anytime the bus is in motion or when students are on board.

A fine equal to the total daily rate per bus will be imposed on the Contractor for any of the following:

• Failure to correct within three (3) business days a problem or complete an agreed change in a route, service or schedule.

• Conduct of a Contractor's employee, including disrespectful behavior toward parents and District administrators and staff that is not fully satisfactory to the District after being put on notice on three (3) prior occasions.

A fine equal to one-half (1/2) the normal daily rate per bus will be imposed on the Contractor for any of the following:

- Running a route without the required equipment as required by this Agreement.
- Running a route more than ten (10) minutes late, unless due to vehicle breakdown, bad weather, or an act of God.
- Transporting persons other than those assigned, without the prior approval of the District.
- Failure to complete a practice run prior to the start of school for all regular routes.

A fine of \$100.00 per training session shall be billed for each driver who has not completed the required 8 hours of annual safety training. (If any training sessions are missed, the Contractor and District shall agree on an alternate to the training for that driver). All drivers must sign off on a form stating that they received the training after each training session, and these forms must be maintained in the driver's training files.

- 6.4.4 The District's Transportation Manager shall provide the Contractor with a written report of all incidents on non-performance that occurred in the preceding month. The Contractor will have 5 (five) working days in which to offer a written appeal to any of the incidents. Transportation Services shall, at its sole discretion, make a determination as to whether to the non-performance occurred and, if so, whether or not there are extenuating or mitigating circumstances which eliminated the need for a deduction.
- 6.4.5 It is understood by the Contractor that payment of any non-performance incident does not preclude the District from seeking additional remedies to the problems, including, but not limited to, further monetary penalties and/or assignment of the route to another Contractor.

SECTION VII CONCLUSION

- 7.1 The District, in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota and the rules, regulations, and directions of the Department of Education of the State of Minnesota, has the responsibility to safeguard the comfort and safety of each student. In order to provide for the orderly operation of its academic program and education system, the District will require strict adherence to the specifications and the contract to be awarded, including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, constant attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and order of the School Board, Superintendent of Schools and any of his/her designated personnel, the officials and peace officers of any and all municipalities and of any and all other persons or bodies having jurisdiction or control of any subject matter or performance of the contract.
- 7.2 The Contractor is instructed to read the specifications and be expected to comply. In the event of any misunderstanding as to the meaning of specifications, the Contractor shall contact the Director of Business Services for clarification.
- 7.3 The District reserves the right to contract with other vendors or operate its own buses for low incidence transportation services if it is more economical for the District to do so.

SECTION VIII TRANSPORTATION SERVICES REOUIRED

8.1 <u>Regular Transportation</u>

- 8.1.1 Regular transportation under this contract shall mean transportation services during the entire contract term. Regular transportation shall consist primarily of service from residence to school and from school to legal residence for eligible pupils for public, non-public and charter school education. Special needs students may be assigned to ride a regular route bus.
- 8.1.2 Geographic areas of the District shall be assigned by the Board. It is understood and agreed by the Contractor that all eligible pupils residing in the assigned geographic area are guaranteed transportation services to assigned school pursuant to the determination of the Board. The District reserves the right to reassign and adjust geographic areas as needed.
- 8.1.3 Regular transportation routes are to and from the assigned bus stops, and to various buildings as assigned.
- 8.1.4 The route information is based on the 2020-2021school year and any expected changes for the 2021-2022 school year. Route information is available through the Versa-Trans system.
- 8.1.5 The Contractor shall have adequate spare buses to address any emergencies and field trips. The number of spare buses should be shown with the list of buses attached to the proposal.
- 8.1.6 The Contractor shall provide written information with the proposal stating how emergencies, breakdowns, etc., are handled, including response time.
- 8.1.7 The proposal should be based on the current routes provided by the District. During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary. The hours available to the School District is route time and does not include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time.
- 8.1.8 Bus routes and stops will be determined by the School District. Bus drivers and the Contractor will be asked to cooperate in maintenance of bus stops. Safety, age of students and traffic conditions will be considered in routing and assignment of bus stops.
- 8.1.9 The School District reserves the right to reduce or expand the number of Contractor buses, and to adjust the contract because of the change. To the extent possible, the change in the Contract will be discussed with the Contractor before changes are made.
- 8.1.10 Buses arrive at school no earlier or later than what is established in the Versa-Trans system.

8.2 <u>Special Services Transportation</u>

- 8.2.1 Pupils with special needs under this contract shall mean duly enrolled pupils of the District who are unable to ride a regular bus or who are able to ride a regular bus, but require special accommodations to ride successfully, in accordance with the District-approved Individual Education Plan. Many students who possess some sort of disability are able to ride mainstream buses and should be routed accordingly. Only eligible students approved by the Transportation Department will be routed on a special needs bus.
- 8.2.2 Transportation for special needs pupils shall consist primarily of service from legal residence or care facility to school and a return trip to the legal residence or care facility.

- 8.2.3 The School District may request the Contractor to provide special services transportation to or from a location outside of the School District. The Contractor and District shall negotiate a cost for this service.
- 8.2.4 The Contractor shall have adequate spare buses to address any emergencies. The number of spare buses should be shown with the list of buses attached to the quotation.
- 8.2.5 The starting time of schools and routes will be determined by the School District.
- 8.2.6 The School District reserves the right to change or alter routes. In the event such a change is necessary the School District shall give the Contractor reasonable notice of the change.
- 8.2.7 The School District reserves the right to reduce or expand the number of Contractor buses and to adjust the contract because of the change. The change in the contract will be discussed with the Contractor before changes are made.

8.3 <u>Field Trips</u>

- 8.3.1 Contractors are authorized to accept field/athletic trip orders only from designated District personnel. Contractor must schedule and report time and mileage for trips within the School District computerized field trip system.
- 8.3.2 Any field trip/athletic trip for which the District requests transportation by motor coach will be subject to contractor's established rates for providing service by motor coach. In the event contractor is unable to provide service by motor coach, contractor may assist the District in securing motor coach service through another transportation provider with the District's written consent. The other transportation provider must follow the same rules and transportation rates as agreed to by the Contractor, unless the District gives its prior written consent to different rules or rates. The parties agree that the District shall not be required to pay any markup or brokerage charge to the Contactor for securing said services, unless the District gives its prior written consent to said markup or charge. All District requests for transportation provided by motor coach must be approved, in writing, by the Transportation Manager or his designee.
- 8.3.3 District recognizes that trips scheduled less than 24 hours in advance run the risk of not being accommodated by Contractor.
- 8.3.4 A cancellation fee may apply for trips cancelled within 4 hours of the scheduled departure time.
- 8.3.5 Driver expenses for lodging will be reimbursed at the incurred amount and expenses for meals will be in accordance to the District's employee meal reimbursement policy. Reimbursement requests will require detailed receipts as documentation.
- 8.3.6 Out of State field trips will be handled outside of this contract by separate written agreement between the District and the Contractor.

ATTACHMENT A

NOTE: Contractors may propose to offer services pursuant to a different pricing structure than what is outlined in this Attachment A by submitting pricing information on a separate form as an Alternate Proposal.

A. Regular Route Transportation to and from school as outlined in the Spec
--

B.

C.

NOTE: Route time does not include time to get to and from the bus terminal (before and after routes) or time that is otherwise in the nature of commuting to and from work.

2021-22: \$/bus/day.	2022-23:	\$	/bus/day	y.	
Optional Renewal Term Rates: 202	3-24 \$/	/bus/day	2024-25 \$		/bus/day
Out of district route surcharge 2021-22	: \$/mile	2	2022-23: \$	/mile	
Optional Renewal Term Rates: 202	3-24 \$/	/mile 2	2024-25 \$		/mile
Special Services Transportation to and fro	om school as outlin	ed in the	e Specification	ns & Coi	<u>nditions</u>
All-Day Special Needs Routes (These are r school day)	outes that involve tr	ransporta	ntion of specia	l needs st	tudents throughout tl
2021-22: \$/bus/day.	2022-23:	\$	/bus/day	·.	
Optional Renewal Term Rates: 202	3-24 \$/	/bus/day	2024-25 \$		/bus/day
Other Special Needs Routes (Based on up	to 3.5-hours of live	time per	day during bo	oth morni	ng and afternoon ro
2021-22: \$/bus/day.	2022-23:	\$	/bus/da	y.	
Optional Renewal Term Rates: 202	3-24 \$/	/bus/day	2024-25 \$		/bus/day
Out of district route surcharge 2021-22	: \$/mile	2	2022-23: \$	/mile	
Optional Renewal Term Rates: 202	3-24 \$	/mile	2024-25 \$		_/mile
Extraorragionlar/Field Trins					
Extracurricular/Field Trips					
Rates for extra-curricular and athletic trips and	ad school activity ar	nd field t	rips and sports	s shuttles	
All cost figures are based on terminal to term	ninal time and are in	clusive of	of all costs.		
Trip charge within the School District bou	ındaries. (All bus s	izes, exc	luding motor	coach)	
2021-22: \$ / hour with a \$during non-peak time.	minimum during po	eak time	(2:15 – 5:00 p	om) and a	a \$ minimui
2022-23: \$ / hour with a \$during non-peak time.	minimum during po	eak time	(2:15 – 5:00 p	om) and a	a \$ minimu
Optional Renewal Term Rates:	2023-24: \$/ (2:15 – 5:00 pm) an		ith a \$	minii m during	num during peak ting non-peak time.

2021-22: \$_	/mile and \$	/hour wi	th a \$	minimum		
2022-23: \$_	/mile and \$	/hour wi	th a \$	minimum		
Opti	onal Renewal Term F	Rates: 2	2023-24: \$_	/mile and \$	/hour with a \$	minimu
		2	2024-25: \$_	/mile and \$	/hour with a \$	minimu

ATTACHMENT B ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. Dated Addendum No. Dated Addendum No. Dated Addendum No. Dated

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company	Phone Number
Signature	Fax Number
Title	Email
Phone:	FAX:

ATTACHMENT C REQUEST FOR PROPOSAL 2021 TRANSPORTATION SERVICES BRAINERD AREA PUBLIC SCHOOLS

REFERENCES:

Proposer shall submit as a part of the proposal package, six (6) business references with name of the business, address, contact person, and telephone number, that has utilized the services being proposed to the District:

Name:	Name:
Address:	Address:
Contact:	Contact:
Telephone No.: ()	Telephone No.: ()
Email:	
Name:Address:	Address: Contact: Telephone No.: ()
Name:	Address: Contact: Telephone No.: ()

Feel free to attach a reference list in lieu of filling out the attached form