



# Phoenix-Talent Schools

## Excellence For Everyone

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### REQUEST FOR PROPOSALS

### STUDENT TRANSPORTATION SERVICES

RFP Issued: Wednesday, April 7<sup>th</sup>, 2021

Submission Deadline: Wednesday, May 12<sup>th</sup>, 2021 – 2:00 PM. PST

Any qualified contractor interested in submitting a proposal is required to attend a **mandatory** proposal meeting and site visit on Wednesday, April 14, 2021 at 12:30 PM. The starting point for this meeting will be at the District Bus Barn, 6100 Colver Road, Phoenix, OR 97535.

Proposals must be received at the District Administration Office by 2:00 PM, PST on Wednesday, May 12, 2021 for consideration. Five (5) hard copies and one (1) electronic copy of the proposal are required. In addition, and if requested by the District, **selected proposers must be available for an interview with the Selection Committee on May 14, 2021.**

Please direct proposals to: Javier del Rio

Assistant Superintendent

Phoenix-Talent Schools

401 W. Fourth St.

P.O. Box 698

Phoenix, OR 97535

[Javier.delrio@phoenix.k12.or.us](mailto:Javier.delrio@phoenix.k12.or.us)

541-535-1517

# PHOENIX-TALENT SCHOOLS

## Request for Proposals - Student Transportation Services

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## ADVERTISEMENT

### PHOENIX-TALENT SCHOOLS

#### NOTICE OF REQUEST FOR PROPOSALS FOR STUDENT TRANSPORTATION SERVICES 2021-2022 SCHOOL YEAR

**Proposals Due 2:00 pm, Wednesday May 12<sup>th</sup>, 2021**

Notice is hereby given that the Phoenix-Talent School District is requesting sealed proposals from qualified contractors to provide student transportation services including home to school transportation, individualized transportation and trips per specification of the solicitation document, which is available at:

<https://www.phoenix.k12.or.us/domain/1058>

The contract period is expected to begin July 1, 2021 with an initial five year term.

Proposals will be received until 2:00 p.m., Wednesday, May 12<sup>th</sup>, 2021. Five (5) copies of the proposal must be submitted in sealed packages or envelopes, and at least one (1) proposal must bear an original signature signed in **Blue ink** and dated by the Applicant/s or a representative legally authorized by the Applicant/s. All packages and envelopes must be clearly marked “RFP- Student Transportation Services.” In addition, one (1) copy of the proposal must be recorded electronically on a flash drive in MsWord format and submitted with the written copies. Late proposals or modifications will NOT be accepted. The District reserves the right to reject any or all proposals.

A mandatory proposal meeting and site visit will take place on Wednesday, April 14<sup>th</sup>, 2021, at 12:30 p.m. The starting point for this meeting will be at the District Bus Barn, 6100 Colver Road, Phoenix, OR 97535.

In addition, and if requested by the District, **selected proposers must be available for an interview with the Selection Committee on May 14, 2021.**

Request for Proposals and supporting documentation are to be delivered to:

Javier del Rio, Assistant Superintendent  
Phoenix-Talent Schools  
401 W. Fourth St.  
Phoenix, OR 97535  
javier.delrio@phoenix.k12.or.us  
541-535-1517

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## PROPOSAL SELECTION TIMELINE

RFP Release for Advertisement	April 2, 2021
Advertisement for Proposals/RFP Issued	April 7, 2021
Proposal Meeting and Site Visit	April 14, 2021 at 12:30 PM
RFP Questions Due	April 16, 2021 by 4:00 PM
Last Addenda Issued (if any)	April 20, 2021 by 4:00 PM
Proposals Due	May 12, 2021 by 2:00 PM
Selection Committee Evaluation of Proposals	May 13, 2021
Proposer Interviews <i>(if necessary)</i>	May 14, 2021
Notice of Intent to Award	May 17, 2021
Recommendation to School Board and Board Decision	May 20, 2021
Contract Execution	May 26, 2021

## I - INTRODUCTION

Phoenix Talent School District is soliciting proposals for Student Transportation Services. It is the District's intention to determine the most responsible **Proposer** through evaluation of various criteria including, but not limited to, price (overall cost of services to be rendered), quality of management and operations, company stability, service reputation, length of time in business, preventive maintenance program, safety program, technology and equipment (buses) to handle the number of students needing to be transported daily. The proposals will be evaluated from the standpoint of capability to serve District needs in an efficient and safe manner and to provide leadership in evaluating current routing, bus stops, etc.

First Student, Inc. is currently providing student transportation for the Phoenix-Talent School District, with corporate offices located in Vancouver, WA. Contractor currently provides all home to school transportation routes, some individualized transportation routes, and activity routes.

The successful **Proposer** will provide necessary leadership, coordination and cooperation to assure that student transportation services are responsive to the needs of the District and are consistent with district policies, state requirements and all other applicable laws and regulations.

The services and equipment required and offered in proposals shall meet the needs as described within this RFP and relating to the number of students transported daily. Proposers may include any special or unique services you plan to provide. No alternate routing proposals will be accepted. Any alternate routing or elimination of routes will be dealt with only after the successful Proposer has been selected.

Proposals will be evaluated by a Selection Committee. The Selection Committee will review all documents submitted as a part of each proposal. The District reserves the right to make unannounced visitations to other sites where the **Proposer** is currently providing services. The District may request interviews with proposed site management personnel of the companies submitting proposals.

District officials may hold interviews with representatives of **Proposers** who submit proposals that are determined to be a finalist in the award process. Any clarification of a proposal by **Proposer** shall be in writing. The District will keep a detailed record of all discussions.

The contract for student transportation services will be awarded to the **Proposer** whose proposal best meets the District's needs. It is the District's intention to determine the most responsive and responsible **Proposer** pursuant to the criteria outlined in Section V of this RFP.

It is understood that the District reserves the right to reject any or all proposals, or waive any informality in a proposal; and, it is expressly contemplated that no contract exists on the part of the district until formal written notice has been given or until a contract is fully executed. It is understood that the District reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the District.

Should a **Proposer** find discrepancies or ambiguities in, or omissions from, the specifications, the **Proposer** must notify the District, who will then send a written correction to all **Proposers**. The District will not be responsible for any oral instructions. All written corrections sent to **Proposers** are to be considered in the proposal and do become part of the Request for Proposal Document. All requests for additional information, from any **Proposer**, must be received by the District in writing. Likewise, all additional information or answers to questions provided by the District to any **Proposer** shall be given in writing and supplied to all registered **Proposers**. The submission of a proposal will be construed to mean that the **Proposer** understands the requirements and that he/she can supply the services as specified.

## ABOUT THE DISTRICT

The Phoenix-Talent School District is located in Jackson County, and it includes the Cities of Phoenix and Talent, and a portion of south Medford that borders Barnett Rd on the eastern side of Highway 99, and South Stage Rd, on the western side of the highway. The District serves approximately 2,500 students in grades K-12. The student population has been stable over the past few years. The District serves students with three elementary schools, one middle school, one high school, a transition center and 1 charter school.

While the majority of the District experiences fairly mild weather throughout the year, snow and ice are possible in outlying areas of the district, which partially affects some bus routes. The Contractor must be prepared to operate school bus routes during times of adverse weather, unless student safety, road closures or other safety related issues prevail. In such cases the Contractor is responsible for alerting the District of such conditions in a timely manner so as to permit the implementation of school closure or late school start-up plans.

## II. PROPOSAL AND SITE VISIT MEETING

Any qualified contractor interested in submitting a proposal is required to attend a **mandatory** proposal meeting and site visit on Wednesday, April 14<sup>th</sup>, 2021 at 12:30 PM, at the District Bus Barn, 6100 Colver Road, Phoenix, OR 97535. Statements made by District representatives at the proposal meeting are not binding upon the District unless confirmed by a written addendum.

## III. GENERAL PROPOSAL INSTRUCTIONS

### **FORMAT OF PROPOSAL**

Each Proposer is invited to submit a proposal for services based upon the items described within this solicitation. All proposals shall be sealed in an opaque envelope and addressed as follows:

Javier del Rio, Assistant Superintendent  
Phoenix-Talent Schools  
401 W. 4<sup>th</sup> Street  
Phoenix, OR 97535

In addition, the name and address of the Proposer and the title of the proposal ("Proposal for Student Transportation Services") must appear on the outside of said envelope. **The District must receive all proposals no later than 2:00 PM PST on Wednesday, May 12th, 2021.** The District is not responsible for proposals delivered to any location other than the address above either by the Proposer, delivery service or any other.

The proposal shall include all documents and information specified within this solicitation, through section XI. Required documents in Section X, where applicable, shall be signed as follows:

- A. In the case of an individual Proposer, by such individual Proposer;
- B. In the case of a partnership, the name of the partnership must appear on such proposal and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such proposal;

- C. In the case of a corporation, the president or other managing officer shall subscribe the corporate name, and there shall be set forth under the signature of such officer the name of the office the officer holds or the capacity on which the officer acts for such corporation.

Facsimile (fax) transmissions of proposals will not be accepted, nor will electronic transmissions or postmarks be accepted.

#### **PROHIBITION OF ALTERATIONS**

Proposals which are incomplete or conditioned, or which contain any erasures, alterations, or that contain irregularities of any kind, or which are not in conformity with the law may be rejected, as well as proposals that take exception to specifications or those that place conditions on the purchase, unless specifically indicated as acceptable.

### **IV. COMPLAINTS AND REMEDIES**

The District's designated contact for this solicitation is Javier del Rio, Assistant Superintendent. The designated contact will handle all objections, complaints, and inquiries regarding this solicitation, and the subsequent selection of a Contractor. The designated contact may be contacted as follows:

Javier del Rio, Assistant Superintendent  
Phoenix-Talent Schools  
401 W. 4<sup>th</sup> Street  
Phoenix, OR 97535

Email: [javier.delrio@phoenix.k12.or.us](mailto:javier.delrio@phoenix.k12.or.us)  
Phone: 541-535-1517

Any protest of these proposal specifications must be presented to the designated contact in writing no less than 10 days prior to the proposal opening, marked "Proposal Specifications Protest – Student Transportation Services".

In response to such protest, an addendum may be issued, if deemed appropriate by the designated contact, or 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 referenced designated contact within five days of issuance of the notice of intent to award the contract. The protest must specify the grounds on which a protest is based. A Proposer is only adversely affected if it is next in line for the award as the best responsive and responsible proposal. Protests will be reviewed based upon written documents submitted by the protester, and the District's response will be in writing. The District may award a contract while a protest is pending.

The District's board of directors is the local contract review board for the District with the powers to act in the capacity as defined in Oregon Statutes and Administrative Rules.

All questions, complaints and remedies shall comply with Oregon Statutes and Administrative Rules.

#### **ACCEPTANCE OF CONDITIONS**

Each Proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.



## V. EVALUATION

Proposals will be evaluated by a selection committee with points assigned based upon desirable features. Proposals submitted that do not meet mandatory requirements will not be rated. The role of the selection committee will include a complete review of all proposal documents submitted and may include on site visitations to locations served as well as conferring with selected clients of the Proposer. It may also involve an interview with those Proposers selected to review their proposals. The District's board of directors will make the final decision on hiring a contractor.

All proposals from qualified contractors that provide the minimum required qualifications and that pass the financial strength tests will then be evaluated on the following criteria:

CRITERIA	EVALUATION POINTS
1. Proposal Rate Schedule	50 Points
2. Company Qualifications: Company stability, company reputation and length of time in business.	15 points
3. Financial Stability: Financial strength of Proposer.	15 points
4. Service and Performance: Quality of service and performance record.	20 points
5. Qualifications of Management: Qualifications and experience of management and staff, driver selection programs and training including pupil management and ability to retain qualified employees.	20 points
6. Qualifications of Drivers: Ability to meet or exceed the performance goals and requirements of District as set forth in this Request for Proposal	25 points
7. Equipment Used: Fleet plan, replacement plan for equipment and quality of maintenance program.	20 points
8. Safety of Operations: Safety program, history and procedures	20 points
9. Evidence of positive parent, school staff and community relations: Proven history and demonstrated company posture in dealing with parents, community relations and school staff.	15 points
10. Facilities	Pass/Fail
11. Insurance Data	Pass/Fail
12. Oil Recycling Program	Pass/Fail
13. References	Pass/Fail
TOTAL 200 points	

Overall consideration for best fit with our District will include the following factors: Motivation, Professionalism, Philosophy of Service, and Flexibility.

The District, through the selection committee, reserves the right to invite one or more Proposers to present their proposals and interview, in person, to the selection committee. Any interview will be scheduled for Friday, May 14<sup>th</sup>, 2021.

The District, in accordance with ORS 279B.100(1), reserves the right to cancel this Request for Proposals, or to reject proposals in whole or in part when the cancellation or rejection is in the best interest of the District as determined by the District. The reasons for cancellation or rejection will be made part of the solicitation file. The District shall not be liable to any proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, proposal or award.

## **DISCLOSURE**

Proposals will not be made a part of the public record until after the selection process is completed. All Proposals, including the evaluation reports, will then be available for public review.

### **DISCLOSURE OF INTEREST**

No employee or elected official of the District may own more than five percent of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

## **VI. TERMS AND CONDITIONS – GENERAL**

By submitting a proposal in response to this solicitation, Proposer agrees to the following terms and conditions of service to District:

### **A. DEFINITION OF KEY TERMS**

Proposer	An individual or company, experienced and qualified in the area of school bus operations, that elects to provide the District a proposal to provide student transportation services.
Proposal	Detailed information provided by a Proposer outlining the manner in which Proposer intends to provide student transportation services to the District.
Contractor	Successful Proposer
District	Phoenix-Talent School District
School Bus (Buses)	Regulation school bus that meets or exceeds the State of Oregon minimum standards
Contract/Agreement	Contract between District and Successful Proposer

### **B. TERM**

District will award a contract for an initial five-year period. This initial term shall begin on July 1, 2021 and expire on June 30, 2026, if not sooner terminated as may be provided in the Agreement. The contract may be extended in years subsequent to the initial term by mutual written agreement of the parties. Subsequent contract terms may occur in increments of one to five years. Such extensions must be agreed upon by January 31 of the then current term or the contract will expire at the ending date of the term then in effect.

### **C. DISTRICT POLICIES**

1. The District shall have the exclusive right and obligation to set standards or policies for District operations. Policies include those regarding student transportation in general, and in particular as to the school calendar, beginning and ending time of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure

times, current route descriptions, student discipline, and all other pertinent policies relating to transportation. All District policies can be viewed at:

<https://policy.osba.org/phoenix/>

2. In addition to any Policies established by District for transportation, Contractor shall be obligated to comply with all other policies adopted by District from time to time, each of which can be viewed at the link set forth above. In particular, and without limiting anything herein to the contrary, Contractor's attention is directed to District Policy JBB, District's equity and inclusion policy, which can be viewed at:

<https://policy.osba.org/phoenix/J/JBB%20D1.PDF>

3. The District shall designate the students for whom Contractor shall provide service. Contractor shall provide service for such students for each day that school is in session during the term of the Agreement and shall provide other services for students and authorized District personnel as the District may require.
4. The provisions in this Section VI.C do not alter the District's authority and rights that may otherwise be set forth in the Contract but not delineated in this Section or elsewhere in this RFP.

#### **D. INDEPENDENT CONTRACTOR**

Contractor is an Independent Contractor responsible for furnishing transportation services only, pursuant to the Agreement, and neither Contractor nor any agent, officer or employee of Contractor shall be held or deemed in any way to be an agent, employee, officer, or official of the District as those terms are used in ORS 30.265. 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 Agreement, and at all other times, and District shall have no power or control pertinent to the acts of any said persons.

#### **E. INSURANCE**

1. During the term of this Contract, or such other time period provided herein, Contractor shall maintain in force at its own expense, each insurance coverage or policy noted below:
  - a. Insurance Coverages. Contractor shall procure and maintain at its expense during the performance of the Contract and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the District in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's services under the Contract, whether performed by the Contractor or a person or entity for which either of them may be responsible.
  - b. Workers' Compensation Insurance with statutory limits covering all employees of Contractor who will be working on this contract.
  - c. Employer's Liability Insurance with a limit of not less than \$5,000,000 in the aggregate.

- d. Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Abuse and Molestation, Independent Contractors, Broad Form Property Damage with limits of not less than \$5,000,000 in the aggregate.
  - e. Business Automobile Liability Insurance, applicable to owned, non-owned and hired automobiles, with a limit of not less than \$5,000,000 combined single limit each accident.
  - f. Commercial Cyber Liability Insurance, with a limit of not less than \$1,000,000 per occurrence.
  - g. Deductibles. Contractor shall pay all deductibles on all policies.
  - h. Waivers of Subrogation Re Liability Insurance. The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of District.
  - i. Cross-Liability Coverages. The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverages as would be achieved under the standard International Organization of Standardization ("ISO") separations of insured clause.
  - j. Additional Insureds. The Commercial General Liability, Automobile Liability and other policies required under this Contract shall name the Phoenix-Talent School District as additional insured. Such coverage provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insured, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as "Named Insured" as expressly stated in endorsements, and (e) be maintained for the duration of the Contract.
2. CONFIDENTIALITY. District and Contractor agree to comply with applicable laws relating to protected health information (HIPAA) and protected student information (FERPA). Both parties shall ensure that its personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by the Agreement as well as each entity's business information.
  3. CYBER SECURITY. District and Contractor acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure Contractor is able to provide the services required by the Agreement. It is the expectation of the District that the Contractor has taken industry accepted and appropriate steps to ensure the security and confidentiality of electronic data. District is not responsible for any third-party injury(ies) and/or claim(s) that may arise in connection with Contractor's actions or inactions in this area.
  4. SEXUAL CONDUCT. The Contractor acknowledges that the District has adopted policy in response to Oregon legislation addressing sexual grooming behavior by school employees towards students and, therefore, does not tolerate any form of sexual conduct with students. It is the expectation of the District that Contractor will provide information regarding sexual conduct to all personnel, employees, affiliates, and agents of Contractor who may be interacting with students under the scope of the Agreement in support of the District's policy. This information may be obtained free of charge from the District's Human Resources Department. If District notifies Contractor that there are

reports or allegations of sexual conduct or child abuse involving any Contractor employee, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will comply with District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor will provide information necessary for District to perform background checks on any employee who may have direct, unsupervised contact with students, in accordance with state law and District policy. All of Contractor's employees who may have direct, unsupervised contact with students, will complete the District's sexual conduct and child abuse training program prior to having direct, unsupervised contact with students. On an annual basis Contractor will provide the names/dates of birth of all employees, in addition to providing the names/dates of birth at the time of hire/service to District so that District can appropriately screen to ensure there are no open investigations through the ODE database.

**F. HOLD HARMLESS**

In addition to the insurance requirements included as part of the Agreement, the Contractor shall also defend, indemnify and hold harmless the District and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons 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.

**G. FORCE MAJEURE**

1. In the event Contractor is unable to provide transportation because of acts of God, fire, flood, riot, war, picketing, civil commotion, strikes or 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 operating using District personnel, 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 costs 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 non-performance 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.

**H. ARBITRATION**

Any disagreement regarding the interpretation, meaning or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of

such a written request, the parties agree that within 60 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.

**I. ASSIGNMENT OF CONTRACT**

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

**J. FUNDING**

The Contractor recognizes that revenue needed to fund the Agreement must be approved by the District's established budget procedures. The Contractor also recognizes that the revenue received by the District is sometimes affected by circumstances outside the control of the District. The Agreement, therefore, will be entered into and will at all times be contingent upon the ability of the District to fund the Agreement. Should the District experience an unexpected shortfall which would affect the District's ability to fund the Agreement, the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Agreement. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the District and the Contractor.

**K. SEVERABILITY**

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

**L. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP**

Prior to the establishment of any Agreement, the Successful Proposer shall certify in writing to the District that no relationship exists between the Successful Proposer and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the Successful Proposer and another person or organization that constitutes a conflict or interest with respect to an Agreement with the District. The District may waive this provision, in writing, if these relationships of the Successful Proposer will not be adverse to the interests of the District.

**M. TAXES**

The District is tax-exempt and any tax liability that might be incurred by the Contractor for personal or real property is the sole responsibility of the Contractor.

**N. TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES**

1. The District may terminate the Agreement immediately in the event that the District's board of directors or superintendent reasonably concludes that Contractor's performance under the Agreement has endangered the health, safety or welfare of the

District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to Contractor by either delivery of written notice of such termination to Contractor's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.

2. District may otherwise terminate the Agreement with Contractor, without cause and without liability or penalty, by giving 120 days written notice of termination to Contractor. Said notice to be delivered by either delivery of written notice of such termination to Contractor's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.
3. District may terminate the Agreement if District gives written notice to Contractor of its intent to terminate the Agreement if Contractor is in default under the Agreement for any of the reasons set forth below in this section and Contractor should fail within 30 days after receiving such notice from the District to remedy said default set forth in the notice from District. The following events shall be a default by Contractor and shall be subject to this 30 day notice requirement:
  - Should Contractor be or become insolvent.
  - Should Contractor make a general assignment for the benefit of creditors.
  - Should Contractor file for protection under the bankruptcy laws of the United States.
  - Should Contractor repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in the Agreement.
  - Should Contractor regularly fail to perform the transportation services required under the Agreement in compliance with the required time schedule.
  - Should Contractor regularly fail to comply with District transportation policies.
  - Should Contractor willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the District, which are consistent with the Agreement.
  - Should Contractor commit any other material breach of the Agreement.
4. In the event of termination under any provision herein, District, at its sole discretion, may elect to purchase from Contractor all or selected transportation vehicles then in use in the District. The purchase of vehicles under this provision shall be at the then current fair market value. District must give written notice to the Contractor of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 30 days of the notice of termination or intent to terminate.
5. Upon any termination, District shall have the right to contract for school transportation services immediately upon and after the effective date of termination.

#### **O. AFFIRMATIVE ACTION**

1. The Equal Opportunity and Affirmative Action provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 therein are

hereby incorporated by reference. Contractor represents, by acceptance of the Agreement, that it will comply with such Executive Orders and rules and regulations, and amendments thereto, to the extent the same are applicable to the provision or subcontracting of services or work under the Agreement.

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

## **VII. TERMS AND CONDITIONS – SPECIFIC**

Under Agreement with the District, Contractor agrees as follow:

### **A. SCOPE OF SERVICE**

1. To provide safe and reliable transportation to and from school and school-related functions. A typical regular school year will require 170-175 student transportation days depending on the grade level. Total days may vary slightly from year to year and could be reduced due to revenue constraints. The District will only be billed for days that service is provided by the Contractor.
2. To maintain orderly behavior and conduct of students on buses.
3. To provide a close working relationship between the management of Contractor and the administration and management of the District.
4. To provide positive public relations between the Contractor, the District, and its patrons.
5. To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes for students, unless approved in advance by the District.

### **B. CONTRACTOR EQUIPMENT**

#### **1. MAXIMUM ALLOWABLE BUS/VEHICLE AGE**

Average age of all buses (including spares) shall not exceed eight years. Vehicles that exceed the following maximum age limits listed below shall be replaced by new equivalent or better equipment throughout the term of the Agreement:

- a. Gasoline buses - ten (10) years
- b. Buses powered by alternative low carbon fuels – ten (10) years
- c. Diesel buses - sixteen (16) years
- d. Small buses or vans - twelve (12) years

#### **2. APPROVAL**



New vehicles shall provide, at a minimum, capacities of vehicles currently in use. Both the Oregon Department of Education and the District shall approve all used equipment.

**3. CONDITION AND MAINTENANCE**

Contractor shall keep all equipment used for the transportation of students in strict compliance with all State of Oregon and federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass the State School Bus Inspection. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. All repairs shall be repaired within 15 days of occurrence, unless otherwise approved by the District. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. Contractor shall administer on all buses and vehicles used by Contract in the transportation of students, an extensive preventive maintenance program which shall include the minimum:

- a. 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 15 of every contract year or every 25,000 miles, whichever comes first. No inspection period, from the last to the most current, shall exceed 12 months.
- b. A daily pre-trip bus inspection that includes, but is not limited to steering, brakes, primary vision, exhaust, wheels, and tires, and the immediate withdrawal of a bus from service if a serious defect exists.
- c. Buses should be washed at least twice a month during the school year. This will not be billed as a separate activity.

**4. FLEET SIZE**

Contractor shall have a fleet of adequate number and capability to guarantee service for the District's student transportation needs, including home to school transportation, individualized transportation, and trips. Contractor shall provide adequate equipment within the fleet to meet accessibility requirements in Section 9 below. Equipment shall be added when needed to meet increasing needs. Such additions must be pre-approved by the District. The District's initial fleet request is listed below. In addition to this, the District welcomes an alternative suggested fleet configuration by the Proposer based on information given in Section IX of this solicitation.

1. Regular Home-to-School: Provide as a minimum twenty three (23) Type C buses with a capacity of 81, plus a minimum of three (3) spares.
2. Individualized transportation: Provide as a minimum eight (8) Type A buses with a minimum capacity of 10 passengers and able to hold up to 20 to 24 passengers, plus a minimum of two (2) spares.
  - a. Seating and wheelchair configurations must meet the needs of District students, which may vary from year to year.
  - b. Buses transporting Early Childhood students must be equipped with seatbelts and car seats that meet state and federal requirements.

3. Activities, athletics and field trips - provide as a minimum **Three (3)** 84 passenger heavy duty transit buses with under carriage luggage storage and one (1) spare.
4. Regular Home-To-School for special circumstances: Provide two (2) Type 10 non-conforming vans, and one (1) spare.

**Note:** Students may be transported in two types of vehicles: (1) a school bus, which meets Federal Motor Vehicle Safety Standards (FMVSS); and (2) a vehicle with a seating capacity of 10 or less including the driver. Passenger vans designed by the manufacturer to seat more than 10 (such as a 12 or 15 passenger van) would not meet either one of these conditions. Compliance cannot be achieved by simply removing seats or seat belts. The key point is, the capacity the vehicle was designed or manufactured to carry!

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. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

**5. DISTRICT INSPECTION**

The District retains the unrestricted right to inspect at any time the Contractor's facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with Agreement terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the Contractor shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the District.

**6. RADIOS**

Contractor shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a District approved two-way radio or other communication system. Contractor must specify the system planned to be provided. Proposed system must provide adequate coverage to meet the diverse geography of the District.

**7. VIDEO AND AUDIO MONITORING EQUIPMENT**

All buses used under this contract (including spares) will be equipped with high-quality digital video and audio monitoring systems. Audio and visual coverage should capture riders during seat time and loading /unloading of bus to capture driver interactions with students, parents, and staff. Contractor is responsible for maintaining and replacing equipment. System components are subject to approval by the District.

Systems must be operational on all buses whenever students are present on the bus. Systems shall be kept in good working condition and checked at least once a week by the

Contractor to verify that they are working. Documentation of system checks shall be provided upon District request.

Video surveillance of students is confidential and shall be considered property of the District. Contractor shall not allow viewing of the surveillance footage by any person that is not authorized by the District. Contractor will work with the District on an archival and retrieval plan. Video recordings requested by the District must be transferred to a secure cloud website for viewing within 24 hours of the request, in a format that can be viewed without specialty software.

**8. ACCESSIBILITY**

Contractor shall provide vehicles and equipment to meet accessibility needs for all students. District will consult with Contractor on individual needs that may include, not be limited to, the following considerations:

- Handrail – availability on both sides of stairs, height, extension, size
- Steps – height, depth, angle, and traction
- Seats – restraint, size of seats to meet all student sizes
- Seatbelt locks
- Loading and unloading assist

The Contractor shall provide any modifications to equipment or additional equipment to meet student needs.

Proposed initial fleet shall be evaluated by the District for accessibility prior to approval and agreement under the contract.

**9. REQUIRED MODIFICATION OF BUSES**

Any installation of equipment modifications required by a change in law or regulation shall be the responsibility of the Contractor. Any installation or modification of equipment required by the District in addition to laws or regulations shall be done by the Contractor, with reimbursement to be made by the District at a prior approved cost. Cost of such District required modifications noted in this solicitation shall be included within initial proposed fees in Section X.

**C. FACILITIES**

The Contractor shall have full responsibility for equipping, maintaining and operating a 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. Contractor's facility shall be located within the Phoenix-Talent School District's boundary, unless authorized in writing by the District.

By no later than June 1, 2021, the Contractor shall provide address and the location of the transportation facility designated for use in serving the District. Facility shall be of adequate size to store and maintain the required number of buses to operate in the District. The Contractor has the option of entering into a lease agreement for facilities located on district property.

**D. ROUTING**

**1. REGULAR HOME-TO-SCHOOL TRANSPORTATION ROUTES**

**Contractor** shall maintain responsibility for development of all routes and route changes, subject to District's input and approval. The District reserves the right to require adjustments to routes where determined by the district to be in its best interest. The

**Contractor** shall imbed shuttle stops within regular home-to-school routes before and after school between the schools and pre-qualified child care providers as agreed upon between the two parties.

## **2. INDIVIDUALIZED TRANSPORTATION ROUTES**

The **Contractor** shall provide services, both in and out of the district, to transport students with special transportation needs as required by the District, including provision of necessary vehicles to accommodate all special needs. The **Contractor** understands that requirements for individual transportation vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.

- a. The **Contractor** shall be responsible for developing and coordinating individualized transportation routes inside and outside of the District boundaries. The **Contractor** shall communicate routing information to both parents and schools. The **Contractor** shall communicate any specific changes regarding routing information to both the District's Office of Student Services and the affected parents at least 48 hours prior to the effective date of the change.
- b. The **Contractor** shall pick up and drop off students with special transportation needs on the same side of the street where they reside. **Contractor** shall deliver the students to emergency locations whenever directed by the District.
- c. Only the District shall provide the **Contractor** with names, addresses, number of students, and receiving schools for individualized transportation. Requests from unauthorized sources must first be approved by the District.
- d. **Contractor** shall maintain updated records as furnished by District on each student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines implementing PL 94-142 (as altered and re-authorized by PL 105-17) and parallel state statutes and shall not remain on the bus or vehicle.
- e. The District reserves the authority to review and approve or modify these routes. In addition, the District retains the right to transport students at any time deemed in the best interest of the student.
- f. The District reserves the right to use other transportation sources if the Contractor cannot provide for District requests, or if they cannot provide in a timely or cost efficient manner.
- g. The **Contractor** shall consider the specific safety needs of students and the adult support required in determining the size and type of bus used for transport.

## **3. ROUTE TESTING**

- a. Prior to the start of each school year the **Contractor** shall field-test all routes that the District has approved. **Contractor** shall notify the District of any time discrepancy in scheduling.
  - b. 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 ensure complete familiarity with route operation. The cost of this will be borne by the **Contractor**.
4. **ROUTE OWNERSHIP**  
All bus routes, Regular Home-To-School, individualized transportation or any other routes that are developed by the **Contractor** for the District are and will remain the sole property of the District.
5. **ROUTE NUMBERS**  
All buses shall have the appropriate route number for the corresponding school in the windows on all four (4) sides of every bus, whenever providing service to any school. Route numbers are to be professional looking and easy to read.
6. **PROBLEM SOLVING**  
If problems develop with loads, bus times, or other problems that might be corrected by route alterations, **Contractor** will develop such solutions and present them to the District for consideration.
7. **ROUTE RESTRICTIONS**  
In the designation and selection of routes, under the 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.
8. **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 shall collaborate with District staff to ensure effective communication of route changes in a timely manner. **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, compensation to the Contractor will be adjusted as provided in the agreement. 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.
9. **BUS LOAD LIMITS**  
Passenger loading of buses shall not exceed Oregon Department of Education or other state or federal limits. **Contractor** is required to notify the District, within one (1) day, of any overload problems.
10. **SOFTWARE**  
**Contractor** shall use an automated bus routing software to create and maintain the District's bus routes (home to school and individualized routes) for maximizing route

efficiency. Contractor shall have multiple users proficient in use of the software in support District operations. The software should allow for web-based access for District staff and integrate an on-line GPS tracking system for all buses. In addition, the software should provide a functional web-based lookup tool for parents to identify the closest bus stop to their home for their student's grade level. Software will be implemented within 60 days of the execution of the contract. Contractor shall provide a minimum of four software licenses to be used by district staff for tracking purposes.

The District will coordinate transfer of student data for the purposes of computerized bus routing.

#### **11. ROUTE OPTIMIZATION**

Upon request, the Contractor shall complete an annual comprehensive route review and optimization. The review shall include evaluation of:

- a. Number of buses
- b. Route times
- c. Ride times
- d. Costs
- e. Mileage
- f. Ridership
- g. Bell times

Contractor shall provide a recommendation, including rationale, to the District for any route changes to be implemented for the subsequent school year no later than June 1 of the year prior.

### **E. SCHEDULES**

#### **1. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES**

The **Contractor**, in developing and driving the routes, will strive to comply with the following guidelines.

- a. Student arrival at school in the morning (AM): Not more than 30 minutes at the high school, and 15 minutes at the elementary and middle schools, prior to school or breakfast start times.
- b. Bus arrival at school to pick up students in the afternoon (PM): No later than 5 minutes after school dismissal time for elementary and middle schools and 10 minutes after dismissal time for high school.
- c. A student's riding time shall not exceed 60 minutes, except as approved by the District.
- d. Buses shall not depart from school earlier than 8 minutes after school dismissal without approval of the school principal.

#### **2. SCHOOL SCHEDULES**

Setting of school hours is the responsibility of the District. It is recognized, however, that school hours have a great impact on the ability of the **Contractor** to efficiently meet the requirements of the Agreement. The District will inform the **Contractor** of any planned changes in school hours, from one year to the next, no later than July 1. The **Contractor** will support the District in

its establishment of the best combination of school and bus schedules by August 1, with all final decisions at the discretion of the District.

### **3. SCHEDULE PUBLICATION**

By August 1<sup>st</sup> of each year, **Contractor** will provide a written summary of A.M. route schedules presented separately by route and by street for district publication to parents. Contractor shall provide the routes in a format specified by the district.

### **4. SCHEDULE ADJUSTMENTS**

All route schedule adjustments that are more than five minutes earlier or later must be approved by the District prior to implementation. Changes must be communicated in writing to all riders and the school at least 48 hours in advance of implementation. Contractor shall provide a route update procedure to be approved by the District.

## **F. STAFF**

### **1. CONTRACTOR 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. **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.

- a. **Contractor** shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours so as to be able to perform uninterrupted reliable on-time service in case of emergencies, no-shows, and other exceptional circumstances. The **Contractor** will provide a detailed summary of staffing proposed for the contract. It is essential to District that the Contractor be able to attract and retain qualified drivers as long as possible. Accordingly, **Contractor's** compensation to its drivers shall be at amounts sufficient to attract and retain employees to a degree substantially equivalent to similar operations and competitive with rates paid in other similar transportation operations. For purposes of this Agreement, substantially equivalent is defined as driver turnover rates generally comparable to similar operations, competitive is defined as hourly rates of pay that are no less than the hourly rates paid to bus drivers for equivalent experience in similar operations within Jackson County, Oregon, and similar operations is defined as transportation operations provided by contracted transportation service providers for public school districts that are in areas of general proximity to the District where competition for a District driver would reasonably exist. While these terms establish minimum hourly rates of pay, it is understood that the drivers are employees of the **Contractor** and that final responsibility for pay scales rests with the **Contractor**.

- b. **Contractor** bears the responsibility of selecting, hiring, training, supervising and disciplining drivers and all other employees of the **Contractor**. In the selection and hiring process, **Contractor** shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal and safe driving records, as may be allowed by law. The **Contractor** will be responsible for fingerprinting all employees that come in contact with students in accordance with ORS 181A.200 and OAR 581-021-0500 and other applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders. The **Contractor** shall not knowingly employ anyone who has:
- A felony or misdemeanor conviction within the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
  - Conviction of driving under the influence of intoxicants, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
  - Conviction within the past two (2) years of careless or reckless driving.
  - Conviction of more than one offense in the past three (3) years of speeding, violation of a traffic signal, or citation.
  - A pattern of driving violations on the record.

Drivers must meet all requirements of the Oregon Department of Education for School Bus Drivers. By September 30th of each year, **Contractor** will certify that all employees have successfully completed the annual required training in the following areas: Bullying Prevention in Oregon Schools (ORS 339.351—339.364); Child Abuse Identification and Prevention in Oregon Schools (ORS 419B.005—419B.050); and Sexual Misconduct--Staff to Student (HB 2062).

- c. **Contractor** must have in place a program for mandatory drug testing/screening for all new hires, mandatory post accident drug testing, and random testing of all employees.
- d. 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.

## 2. **CONTRACTOR'S PERSONNEL**

The contractor shall provide the following staffing dedicated solely to the Agreement:

- a. **Contractor** shall provide an on-site manager with significant supervisory experience in the field of student transportation.

The District shall have the right of final approval of the appointment of the location manager and to require removal from **Contractor's** service to the



District of any management person who has not performed to the satisfaction of the District. It is the expectation of the District that the on-site manager assigned to administer this Contract with the District will remain for the duration of the Contract if at all possible. The District requires six months notification of any consideration of employment status change of the on-site manager that is under the control of the **Contractor**.

The Location Manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the **Contractor**. The District's expectation is that the Location Manager will have the ability to manage all phases of student transportation. The Location Manager's skills will include computer literacy with word processing, spreadsheets and electronic communication. The manager's duties will include all functions necessary for full administration of all requirements of this agreement. 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 Location Manager needs to be on site at the facility. Time spent away from the facility should only be on an occasional emergency basis or when evaluating a driver's performance.

- b. In addition to the Location Manager, **Contractor** agrees to provide, at minimum the following personnel on site at the facility:
- **Contractor** agrees to designate a safety and discipline officer, acceptable to the District, who shall work with students, drivers, school personnel, and parents. The safety and discipline officer may also be the on-site manager.
  - **Contractor** agrees to provide a full-time dispatcher, other than the on-site manager, and the dispatcher shall communicate with District personnel, parents and drivers so as to coordinate the safe and uninterrupted flow of transportation services. The Dispatcher needs to be at the facility, and time spent away from the facility should only be on an occasional emergency basis as a substitute driver.
  - **Contractor** shall provide a full-time maintenance supervisor, other than the on-site manager and dispatcher, who is experienced and knowledgeable in the area of school bus maintenance. The maintenance supervisor will be required to understand maintenance requirements and standards applicable to the Oregon Department of Education.
  - **Contractor** agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this agreement, fully complying with all state and District laws and regulations.

- **Contractor** agrees to provide other staff as necessary to meet the service expectation of the Agreement.

### 3. MINIMUM REQUIREMENTS OF DRIVER

- 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 certificates issued by the Oregon Department of Education.
- 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 bus driver. All drivers will be of high moral character and be positive role models for students.
- Contractor** shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this agreement, shall be a driver assigned to a specific route(s) at the commencement of each school year and is normally expected to remain until the end of the school year. **Contractor** may transfer drivers among routes, whenever the interest of the students may be served. The District reserves the right to request a replacement or transfer a driver for good cause.
- Prior to the beginning of each school year, Contractor will provide evidence to District that all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test.
- Contractor** shall provide the District a copy of the criminal verification and driving record report on an annual basis for each driver in the District and also have information available upon request. The initial report must be filed with the District 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.
- Contractor** shall reimburse the District for the cost of processing the Fingerprint Based Criminal History check from the Oregon Department of Education within one (1) month of billing.
- A driver supervisor shall ride with every certified bus driver at least once every six (6) months for the purpose of observing and evaluating their drivers' 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. **Contractor** will submit a report to the District listing all drivers and their review dates. In addition, the District may at any time have a representative ride with any driver of the **Contractor** for the purpose of observation to assure compliance with the terms and conditions of this agreement.

### 4. STAFFING HOURS

The **Contractor** shall have a resident at its facilities as a competent manager between the hours of 7:30 a.m. and 5:00 p.m. who is 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. or until all the home-to-school runs have returned and at other times as required for the activity trips. Support staff could include the on-site manager, assistant manager, clerk, trainers, safety coordinator, dispatchers, mechanic, drivers and relief drivers. Personnel are subject to District approval.

5. **EMERGENCY CONTACT**

One or more emergency phone numbers must be provided to the District where the Contractor can be reached 24 hours a day, 7 days a week, in case of emergency. The on-site manager must have a cellular phone.

6. **APPAREL AND NAME TAGS**

The District requires that all employees of **Contractor** be issued name tags to be worn while on duty in providing service to the District. The District also requires that all **Contractor** staff maintain a professional appearance appropriate for the duties, in accordance with standards to be worked out with the District.

**G. REPORTS**

1. **DISCIPLINE AND HEALTH**

Contractor shall provide the District, within 24 hours, written student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with Superintendent, Assistant Superintendent or designee will be made immediately.

2. **ACCIDENT**

In the event of an accident during the school day (with or without students on the bus):

- a. Contractor shall notify the Superintendent, Assistant Superintendent, or designee immediately by telephone and provide the route number or trip description, number of staff and students (and the schools they attend) on the bus at the time of the incident, the location and brief description of the accident.
- b. Within 30 minutes of notification to the District, the Contractor shall provide the full names of students and staff on the bus at the time of the accident.
- c. The Contractor will provide any additional information to the District as required by District policies and procedures.
- d. Contractor shall provide a written report describing all details of any accident on the same day it occurred. It is the Contractor's responsibility to report all accidents in compliance with the laws and regulations of the Oregon Department of Education and Oregon Department of Motor Vehicles.

3. **DAILY BUS REPORT (DBR)**

Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of rate based fees to the District. 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. A

summary spreadsheet of the DBR data must be submitted monthly with the billing. An alternate automated system may be used but must be approved by the District.

**4. STATE REPORTS**

Contractor shall furnish the District with information necessary to complete transportation reports for the State of Oregon. This includes the annual preparation of the Transportation Information report (Form 581-2249-M) by August 15 of each year.

**5. INSPECTION/CERTIFICATION REPORTS**

Contractor shall, by August 1 of each year, provide to the District a written list of all buses and vehicles including year, make, size, and specifications to be used for student transportation by the Contractor or a letter from a manufacturer committing that buses will be available by August 15<sup>th</sup> of the subject year. Prior to District approval, the Contractor shall pre-inspect all the above buses and 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<sup>th</sup> of the subject year or no later than ten working days prior to their use by the contractor for student transportation. Contractor shall correct all discrepancies within two (2) weeks and notify the District in writing of the same. The District reserves the right to reject any vehicles submitted for approval for non-compliance with the Agreement.

**6. BUS DRIVER INFORMATION REPORTS**

Contractor shall have in its files and made available to the District upon request, information such as, but not be limited to, drivers' names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

**7. BOOKS**

The District retains the unrestricted right to inspect the Contractor's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.

**8. QUARTERLY REVIEW**

Contractor's Location Manager shall formally meet with District designated personnel at least once quarterly to report on achievements, areas of concern, activities performed in compliance with the Agreement and information of interest regarding news and changes in the school transportation industry.

**9. MONTHLY SUMMARY REPORT**

By the tenth (10) calendar day of the month following, the Contractor shall supply the District with a monthly summary report. The report will include, but not necessarily be limited to:

- a. The number of open routes
- b. Current list of route driver assignments
- c. Current list of substitute/cover drivers and their availability
- d. Current list of trip drivers and their availability
- e. Number of drivers in training and estimated completion date
- f. The number of accidents
- g. The number of vehicle breakdowns
- h. How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident

- i. Late route buses, indicating what school, route, date, day, time and reason, who was notified
- j. Late trip buses – trip #, school, cause, details
- k. Bus capacity and estimated daily ridership by route, AM and PM
- l. Number of student citations written at each school, identified by route number.

**10. DISTRICT MEETINGS**

Contractor's Location Manager shall be available for attendance at District meetings and school board meetings as needed and requested by the District.

**11. ANNUAL PRESENTATION**

Contractor shall be available to make a presentation annually to District designated personnel and/or the School Board summarizing the prior year's activities, latest developments within the field of student transportation, the Contractor's company, other items of interest to the District and plans for the year ahead. The District will attempt to provide a minimum of 30 day's notice to the Contractor of such presentations.

**12. MONTHLY BILLING**

Contractor will provide to the District, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up. The spreadsheet details and design are to be approved by the District. A summary spreadsheet of the month's daily bus reports shall be provided as backup. Electronic invoices and supporting documents are preferred.

**H. COOPERATION**

Student transportation has great visibility in the community and plays a key part in the District's relationship with the community and the community's perceptions of the District. It is crucial to the maintenance of a positive and cooperative community environment, and it is an essential ingredient to the District's achievement of its educational goals, that the Contractor becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which Contractor performance will be judged by the District.

**1. 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 Superintendent, Assistant Superintendent or designee.

Contractor shall respond to inquiries from the District Office or School Administrator within 24 hours of inquiry. Video surveillance requests must be provided within 24 hours of inquiry.

**2. INQUIRIES ABOUT ROUTES AND BUS STOPS**

Contractor will be responsible for answering inquiries from the public regarding routes, schedules, and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the District Facilities and Transportation Department or, if no response, to another appropriate District Office administrator.

**3. 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.

**4. STAFF/DRIVER MEETINGS**

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

**I. SAFETY PROGRAM**

The absolutely critical aspect of any student transportation program is the safety of the students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of District policy regarding rider behavior and behavioral problems.

1. 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.
2. Prior to the beginning of each school year all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.
3. 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 Operations Plan. The Contractor will instruct all of its employees in the content of both the Contractor's and the District's emergency plans. The Contractor shall develop procedures for handling student emergencies during transport to be provided to the drivers and kept on all buses at all times.
4. Contractor shall be available to make a bus safety presentation to classes of students in grades K-12 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.

**J. 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 personnel and shall implement District defined alternate routes as necessary to operate under such conditions. The District shall have the sole responsibility of altering bus 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, based on knowledge of geographic area and possible hazards, during inclement weather. The Contractor will consult with and make a

recommendation to the Superintendent or designee regarding road conditions prior to 5:30 AM. Should bus services be required, Contractor agrees that it will abide by the decision of the District and will operate the routes as normally as possible. During the fall of each year, the Contractor shall meet with the District to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

## **K. STUDENT MANAGEMENT**

### **1. DRIVER TRAINING AND CONSISTENCY**

The District pursues diligently the consistent handling of student behavior issues so that students know what to expect. It is important that 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.

### **2. STUDENT BEHAVIOR**

The District believes that all students should have access to our school system. We have developed a collaborative system between our Contractor and the District to provide communication between the School staff and Drivers to support student success on our buses. Our Referral Process facilitates communication between drivers and school staff to implement strategies, education, and tools to teach our students to successfully ride our buses. The Referral Process is included as supplementary material for review. Our Transportation Coordinator plays a strong role in supporting drivers in ensuring student success. This process includes facilitation of strong relationships between our schools and our drivers by scheduling meetings multiple times throughout the year, principals or designees participating in driver trainings, and strategic use of bus monitors (provided by the District) to establish expectations with students.

The district will provide training on Trauma informed practices once per year, and will make Restorative Justice processes available to problem solve when appropriate.

### **3. COMMUNICATIONS**

- a. In addition to, and as an important supplement to other forms of communication between Contractor and the District, Contractor's drivers and school principals (or designee) shall establish direct communications to assure timely awareness of and solution to problems.
- b. 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 personnel will be available for calls that cannot be satisfactorily resolved by the Contractor. For students in alternative placements outside of the District, the Contractor shall work with the District's Transportation Department.

- c. The Location Manager, Safety and Discipline Officer, Dispatcher, and Router must all have access and be fluent in the use of email for communicating district information.

#### **L. DISTRICT PERSONNEL DRIVERS**

1. In certain circumstances, the District may desire its staff to operate type 10 or type 20 vehicles to transport students. The Contractor shall allow qualified District personnel to drive such contractor vehicles for field trips, excursions, school projects, activities, sports, and other District approved activities. In such cases, no driver charge will be made by the 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. District will insure for negligent acts of district drivers and vehicle damage while operated by District qualified drivers under the District's hired vehicles policy.
2. Contractor agrees, by separate fee to District, to provide the following service for approved District staff who desire to operate type 10 or 20 vehicles:
  - a. Contractor shall provide the necessary classroom instruction to qualify District personnel to legally operate such vehicles.
  - b. Contractor must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.

### **VIII. TERMS AND CONDITIONS – COSTS/FEEES**

#### **A. COST/FEE STRUCTURE**

Contractor will bill district based upon the following separate identifiable fees:

##### **1. FIXED COSTS FEE**

- a. Included Costs: This fee category is intended to pick up the balance of fixed costs for the full year, based on the current level of transportation service represented by this request, and so that rate based fees do not contain a fixed cost component. Examples of intended fixed costs include, but are not limited to: facility, insurance, management/office staffing, routing software, mechanic staffing and equipment, service vehicles, miscellaneous operating expenses, etc.
- b. Spare Vehicles: It is the intent of this solicitation that the fixed cost associated with providing spare vehicles in accordance with this solicitation be included in this "Fixed Cost Fee" category.
- c. Other Vehicles: It is not the intent of this solicitation that the fixed costs associated with other student transportation vehicles be included in this "Fixed Cost Fee" category.
- d. Proposers must include an itemized list of elements included in the fixed cost fee.



- e. The Fixed Costs Fee will be divided and billed evenly over a 12-month period.
- f. The Fixed Costs Fee will be reduced by \$250 for each day any management/office staff (Location Manager, Safety and Discipline Officer, Dispatcher, Router or Maintenance Supervisor) are pulled from their duties, during their regular workday, to drive a bus. For example, if the Router drives a bus route 15 days in any given billing cycle, the monthly fixed costs fee for that billing cycle will be reduced by \$3,750 (\$250 x 15).

The District reserves the right to waive this fee reduction if it is in the District's best interest to do so, but it must be agreed to in writing prior to the event.

## **2. RATE BASED FEES**

- a. Included Costs: This category is intended to pick up the costs associated with home-to-school routes, individualized transportation routes, trips and other miscellaneous transportation of students. Examples of included rate-based costs include: driver wages and benefits, vehicle fuel, bus and bus equipment depreciation costs, and supplies associated with vehicle maintenance. Rate Based Fees should exclude fixed costs defined above.
- b. Rates may be established as daily, hourly, or a combination thereof for activity where students are transported.
- c. Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
- d. Contractor will also provide individual fee rates for training district staff as previously specified in this document.
- e. Rate fees for vehicles driven by District staff (other than those covered by the Fixed Fee Category) shall be based on mileage per trip and include the cost of fuel and maintenance.
- f. All charges to the District for mileage or travel time shall start when the bus departs the transportation facility, or "park out" facility and returns to the transportation facility.

## **B. ALTERNATIVES**

When alternative means of providing student transportation are available, Contractor shall select the method resulting in the lowest cost to District, provided transportation requirements are met. The District reserves the right to seek other means of service if it is in the public's best interest to do so.

## **C. CHANGES**

If, due to changed requirements or District requests, it is necessary to add or reduce the number of buses, the basis for adjusting the costs will be determined from the Rate Based Fee tables for the cost of adding buses or cost of deleting buses. The amounts quoted for Fixed Cost Fees will not be adjusted if the cumulative number of vehicles added/deleted is 10 or less from the fleet size initially contracted; if the number exceeds 10, Contractor and District will negotiate any appropriate adjustment to the rates quoted. In the case of eliminated buses, the District agrees

to pay Contractor for their use up to 30 days after the reduction notice while Contractor attempts to find another location where they can be utilized. If during the life of the Contract, vehicle types not listed on the Rate Based Fee Schedule are required, the District and Contractor shall negotiate their pricing and add them to the Rate Schedule.

**D. CONTRACTOR CHARTERS**

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. Contractor will ensure that chartered buses do not show the District's name on the bus.

Contractor work that is not related to District business may not negatively impact the District operation. No regular route drivers can be pulled from the regular route to be reassigned to non-District business.

Contractor will develop an accurate system to track such use and submit a proposed method to reimburse the District for costs already charged to District associated with those charter buses used.

**E. COMPENSATION**

Contractor will bill for and be paid a monthly amount 12 months a year. Billing is due to the District by the 10th of each month for the prior month. Payment will be made net 60 days from District receipt of invoice.

**IX. CURRENT SERVICE LEVEL INFORMATION**

The following information is intended to provide Proposers with a general understanding of current District operations and transportation requirements within the district. Proposals should meet the requirements specific within this solicitation based upon maintaining the approximate current transportation service level.

Proposers may describe route or other service alternatives within their proposal but may not include such changes in their pricing proposal. The Successful Proposer will have the opportunity to discuss implementation of such proposals once under Agreement with the District.

**A. DISTRICT MAP**

A Current district map is available at:

<https://www.phoenix.k12.or.us/domain/1194>

**B. SCHOOL CALENDARS AND HOURS**

Current school calendar is available at:

<https://www.phoenix.k12.or.us/Page/2#calendar1/20210331/month>

- A sample high school bell schedule can be found here:  
[Sample Bell Schedule](#)
- A Sample middle school bell schedule can be found here. (**Note:** Under a “normal” bell schedule, school would start at 8:45 AM and end at 3:10 PM for Talent Middle School). The sample below indicates the current schedule under COVID regulations:  
<https://www.phoenix.k12.or.us/domain/1145>

- A sample elementary bell schedule can be found here (**Note:** Under a “normal” bell schedule, school would start at 7:50 AM and end at 2:20 PM for all elementary schools). The sample below indicates the current schedule under COVID regulations:  
<https://or50000021.schoolwires.net/domain/1238>

**C. SCHOOL BUS ROUTES – Current district routes can be found at the following website:**  
<https://www.phoenix.k12.or.us/domain/1066>

Due to the Almeda fire and the number of students displaced by this disaster, the bus routes are being updated. The website above might not be completely up to date.

**D. HOME TO SCHOOL ROUTES SUMMARY - Access the link below for regular Home to School AM and PM Routes from 2019-20 school year when we were running all routes:**  
<https://www.phoenix.k12.or.us/domain/1058>

### **District Programs**

The District provides additional transportation to students with disabilities that require specialized transportation based on their Individualized Educational Plans. All of our schools (Five sites) have students that qualify. The following transportation is also offered:

- We provide transportation for some pre-kinder and Early Childhood students receiving special education services.
- 12<sup>th</sup> through age 21 at our Transition House Program located at 2841 Juanipero Way, Medford, OR 97504

The number of students qualifying for transportation under McKinney Vento or through DHS is constantly varying, but mostly increasing. Because of the Almeda fire, we currently have approximately 500 students transported through McKinney Vento, or DHS. We partner with our neighboring districts when students qualify under McKinney Vento. Students navigating homelessness within our district boundary is also a mitigating factor on our individualized transportation program.

# E. TRANSPORTATION INFORMATION FOR YEAR ENDING JUNE 30, 2020

OREGON DEPARTMENT OF EDUCATION  
Public Service Building  
255 Capitol Street NE  
Salem, Oregon 97310

Office of Student Services  
Pupil Transportation and Fingerprinting  
503-947-5600  
FAX 503-378-5156  
buslicense@ode.state.or.us

County Jackson

School or District Name & No. Phoenix/Talent SD #4

## TRANSPORTATION INFORMATION for School Year Ending June 30, 2020

Retain one copy for school or district files and send one copy to the Department of Education by September 1.

1. Number of pupils transported to school daily (a.m.).	Standard Transportation	Supplemental Plan Transportation	Other Home to School Transportation	TOTAL
a. Early intervention/childhood services	19			19
b. Pre-kindergarten	2			2
c. Kindergarten	105			105
d. Elementary grades (Grade <u>1</u> ) to (Grade <u>5</u> )	368	8		376
e. Mid./Jr. high grades (Grade <u>6</u> ) to (Grade <u>8</u> )	350	11		361
f. H.S. grades (Grade <u>9</u> ) to (Grade <u>12</u> )	195	7		202
g. ORS 332.415 (district service to private schools)				
<b>TOTAL ALL STUDENTS</b>				<b>1065</b>

2. a. Number of buses used on regular daily routes 26  
b. Number of spare school buses 5  
c. Number of district-owned school buses 0  
d. Number of contracted school buses 31  
e. Other district-owned vehicles used to transport pupils (not school buses) 7  
f. Other contracted vehicles used to transport pupils (not school buses) 0

3. Name and address of contractor (if any) First Student Inc. 6100 Colver Rd, Talent OR 97544

4. Name of transportation supervisor or school or district transportation liaison  
a. Percentage of time spent on transportation 100 %  
b. List other duties of supervisor/liaison (i.e., bus driver, principal, teacher, mechanic, etc.)

5. Home to school and academic miles  
a. Home to school  
(1) Standard transportation 228949  
(2) Supplemental plan transportation 11040  
(3) Total home to school miles (Total of 5a (1) + 5a (2)) 239989  
b. Academic trip mileage 6553  
c. Total home to school & academic miles (Total of 5a (3) + 5b) 246542

6. Other home to school and non-academic miles  
a. Other home to school transportation 0  
b. Non-academic trip miles 17660  
c. Total other home to school and non-academic miles 17660

7. Total annual mileage (Total of 5c + 6c) 264202

8. How many technicians other than transportation supervisor, are employed? Technician FTE 1

9. Name and position of person filling out the form:

10. Name of school or district official reviewing form and position (if contractor filled out form):

## **X. REQUIRED PROPOSAL FORMS**

The following forms must be completed by Proposer and submitted with proposal:

- A. RFP CHECKLIST AND COMPLIANCE**
- B. PROPOSAL RATE SCHEDULE**
- C. TOTAL COST PROPOSAL**
- D. RESIDENT BIDDER**

## A. RFP CHECKLIST AND COMPLIANCE

This checklist must be completed and submitted with your proposal package.

1. Company Name: \_\_\_\_\_
  2. Company Address: \_\_\_\_\_
  3. Company Phone: \_\_\_\_\_
  4. Company Email Contact: \_\_\_\_\_
  5. Company Federal Tax Identification No: \_\_\_\_\_
  6. Company Structure: \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation Type \_\_\_\_\_  
Where Incorporated? \_\_\_\_\_
  7. Key Company Officers (And All Partners If Partnership):

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
  8. Domiciled in the State of Oregon? \_\_\_\_\_ Yes \_\_\_\_\_ No
  9. Registered to do business in the State of Oregon? \_\_\_\_\_ Yes \_\_\_\_\_ No
  10. If not headquartered in Oregon, is company eligible \_\_\_\_\_ Yes \_\_\_\_\_ No  
for any preference in award of contracts with home  
state or with government bodies in the home state?
  11. If yes, state the law or regulation (legal citation preferred): \_\_\_\_\_  
\_\_\_\_\_
- Percent of Preference \_\_\_\_\_% State Preference Received \_\_\_\_\_

12. Inventory of Solicitation Documents *Received* (all documents received must be checked):

RFP Document	_____
A. RFP CHECKLIST AND COMPLIANCE	_____
B. PROPOSAL RATE SCHEDULE	_____
C. TOTAL COST PROPOSAL	_____
D. RESIDENT BIDDER	_____
Addendums (list each #)	_____
	_____

13. Inventory of Solicitation Documents *Submitted*:

PROPOSAL (1 original, 4 copies)	_____
A. RFP CHECKLIST AND COMPLIANCE	_____
B. PROPOSAL RATE SCHEDULE	_____
C. TOTAL COST PROPOSAL	_____
D. RESIDENT BIDDER	_____
All Required Signatures	_____
Any Added Proposal - Documents:	
_____	_____
_____	_____
_____	_____
_____	_____

14. ANTI-COLLUSION AFFIDAVIT

As part of proposal, Proposer declares under the penalty of perjury, that the only person, parties or entities interested in this proposal are those named therein; that this proposal is, in all respects, fair and without fraud; that it is made without collusion with any employee, officer or director of the District; and that the proposal is made without any collusion with any other person, party or entity making another proposal in response to this Request for Proposals. It is further certified that the Proposer has not engaged in any price-fixing or any other illegal practices with respect to this proposal.

15. With regard to this request for proposal for transportation services, the undersigned Proposer hereby confirms that the Proposer has:

- A. Received all proposal materials as listed above;
- B. Read and understood all proposal materials in their entirety;
- C. Provided true and accurate data in all materials submitted with this proposal;

Proposer further acknowledges that it has complied with all the terms and conditions of the Request for Proposal.

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Signature of Authorized Representative

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Printed Name of Authorized Representative

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Title of Authorized Representative

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Date



## B. PROPOSAL RATE SCHEDULE

NAME of Proposer: \_\_\_\_\_

This rate sheet is not intended as a reflection of the actual annual rates to be charged by the Proposer to the District. Cost estimates shown below are to be used by the District for the purposes of comparing annual proposal costs and as the basis for negotiations with the successful Proposer. Rates are to be based upon a minimum of 172 student home-to-school transportation days, current route configurations, and a three hour base rate. Successful Proposer will commit to a final rate schedule, which shall be the basis for any and all fees charged, within the final Agreement with the District.

### 1. FIXED COST

All Inclusive Fixed Costs as described in Section VIII. This is based upon maintaining current service level as described in Section IX and other requirements as specified in Sections VI and VII.

Annual Fee    \$ \_\_\_\_\_

Monthly Fee    \$ \_\_\_\_\_

### 2. RATE BASED COST

a. Daily Total Minimum rate per route bus, **for first three hours**, for the following:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
54-72 Passenger Bus w/Lift (optional)	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Type 10 - NCV	\$ _____
Other: _____	\$ _____

b. Daily Total hourly rate per route bus **for time over the first three hours** of daily use:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
54-72 Passenger Bus w/Lift (optional)	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____

Type 10 - NCV \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

- c. Summer and Extended School Year Rates - the rate charged for each regular route bus **per hour** operated for Summer School or special education extended school year programs is as follows:

84-89 Passenger Heavy-duty Transit Bus \$ \_\_\_\_\_

65-78 Passenger Transit or Conventional Bus \$ \_\_\_\_\_

54-72 Passenger Bus w/Lift (optional) \$ \_\_\_\_\_

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

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

Type 10 - NCV \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

- d. Bus Aide – the rate charged for Special Education route bus monitor(s) per hour:

84-89 Passenger Heavy-duty Transit Bus \$ \_\_\_\_\_

65-78 Passenger Transit or Conventional Bus \$ \_\_\_\_\_

54-72 Passenger Bus w/Lift (optional) \$ \_\_\_\_\_

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

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

Other: \_\_\_\_\_ \$ \_\_\_\_\_

- e. All Activity and Field Trip Busing Rate - the rate charged for each trip bus **per hour** is as follows:

84-89 Passenger Heavy-duty Transit Bus \$ \_\_\_\_\_

65-78 Passenger Transit or Conventional Bus \$ \_\_\_\_\_

54-72 Passenger Bus w/Lift (optional) \$ \_\_\_\_\_

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

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

Type 10 - NCV \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Overnight Charge (Meals/Motel) \$ \_\_\_\_\_

- f. Activity vehicles driven by District staff - buses driven by qualified district staff for student activities will be charged at the following **Mileage Rates**:

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

Other: \_\_\_\_\_ \$ \_\_\_\_\_

**3. MAINTENANCE OF DISTRICT OWNED VEHICLES**

Mechanic Rate Per Hour \$ \_\_\_\_\_

Percentage Markup of Part Over Cost \_\_\_\_\_ %

**4. District Bus Driver Training Fee**

Classroom \$ \_\_\_\_\_

Behind the Wheel \$ \_\_\_\_\_

**5. Basis for Annual Escalation of Fees**

For each year, subsequent to the initial year, of the service agreement period, Proposer is entitled to raise all scheduled fees. Annual increases, over the current rates, will be as follows:

Year 2 – Effective 7/1/2022 \_\_\_\_\_ %

Year 3 – Effective 7/1/2023 \_\_\_\_\_ %

Year 4 – Effective 7/1/2024 \_\_\_\_\_ %

Year 5 – Effective 7/1/2025 \_\_\_\_\_ %

- OR -

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

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**6. Credit for Outside Use**

List the billing credit per bus, per mile or hour, to be provided to the District for use of fleet buses serving the District, which are used by Proposer for outside charter services, if applicable.

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**7. Other Fees**

Any other potential fee charged under this proposal must be listed below. Attach additional sheets if necessary.

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**8. Alternate Fuel Sources Conversion**

Estimated Cost For Converting Fleet	\$ _____
Estimated Fuel Differential Per Gallon	\$ _____

Provide pricing details as it applies to fixed costs and rate-based costs.

Proposals for alternate fuel sources will be considered in the District's scoring process.

### C. TOTAL COST PROPOSAL – 50 Points

NAME of Proposer: \_\_\_\_\_

This evaluation is not intended to reflect the actual routing costs for the District. It will be used by the District as a means to apply, measure and compare rates provided by the Proposers.

<b>1. Fixed Costs</b>							\$
<b>2. Rate Based Fees</b>							
<b>a. Daily Total Minimum Rate per Route Bus (First Three Hours)</b>							
84-89 Passenger Bus	\$	x	3 Routes	x	172 Days	=	\$
65-78 Passenger Bus	\$	x	20 Routes	x	172 Days	=	\$
12-30 Passenger Mini-Bus (Lift)	\$	x	8 Routes	x	172 Days	=	\$
12-30 Passenger Mini-Bus (No Lift)	\$	x	1 Routes	x	172 Days	=	\$
Type 10 NCV	\$	X	2 Routes	X	172 Days	=	\$
<b>b. Daily Total Hourly Rate per Route Bus (Over Three Hours)</b>							
84-89 Passenger Bus	\$	x	5,000 Hrs	=	\$		
65-78 Passenger Bus	\$	x	35,000 Hrs	=	\$		
12-30 Passenger Mini-Bus (Lift)	\$	x	5,000 Hrs	=	\$		
12-30 Passenger Mini-Bus (No Lift)	\$	x	5,000 Hrs	=	\$		
Type 10 NCV	\$	X	5,000 Hrs	=	\$		
<b>c. Trip Rates (Per Hour)</b>							
84-89 Passenger Bus	\$	x	3,000 Hrs	=	\$		
65-78 Passenger Bus	\$	x	2,000 Hrs	=	\$		
<b>d. Activity Vehicles Driven by District Staff (Per Mile)</b>							
11-14 Passenger Activity Van	\$	x	500 Miles	=	\$		
<b>e. Bus Monitors</b>							
1 Bus Monitor	\$	x	1,000 Hours	=	\$		

#### **D. RESIDENT BIDDER**

According to ORS 279A.120, Proposers must provide resident/non-resident bidder information. In order for the District to determine whether a Proposer is a resident/non-resident bidder, the following definitions apply: a resident bidder is one who has paid unemployment taxes or income taxes in Oregon during the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and states in the bid that the Proposer is a "resident" bidder pursuant to this definition. A "non-resident" bidder is one who is not a "resident" bidder pursuant to this definition.

The undersigned certifies by initialing the appropriate line below whether the bidder is a resident or non-resident.

\_\_\_\_\_ Bidder is a resident

\_\_\_\_\_ Bidder is a non-resident

Non-resident bidder is a resident of \_\_\_\_\_

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Nearest Service Representative

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Proposer's Employer ID No.

## **XI. REQUIRED PROPOSAL SUPPLEMENTAL INFORMATION**

In addition to the required submittal forms, Proposer must include discrete information to address each of the areas listed below which will provide a major basis for evaluation. Proposer is encouraged to include other information not listed that will assist in the understanding of its proposed services and which may distinguish them from its competitors.

### **A. COMPANY QUALIFICATIONS – 15 Points**

- 1.** How many years has the company been in business? Have there been any name changes or changes in ownership? If so, please describe fully the changes that have occurred in the last ten years.
- 2.** List all public school transportation contracts currently held in Oregon, showing the name of the district served, number of routes and the number of students being transported for each contract, or if a company has not done business in Oregon, comparable information from one other state on the west coast.
- 3.** For each of five (5) of the above districts closest in size to the Phoenix-Talent School District, provide the following:
  - a.** Length of the current contract
  - b.** Number of regular and individualized routes and buses
  - c.** Number of on-site employees at the end of the 2019-20 school year.
  - d.** Total number of employees who quit or were terminated during the 2019-20 school year
  - e.** Driver profile by years of tenure on site and years of experience/service in driving school bus
  - f.** Length of tenure of the Location Manager and other staff:
    - at this location
    - with your company
    - in the student transportation industry
  - g.** Provide number of accidents per year for the last five years. Include all accidents, including those that did not involve a second vehicle, and detail as follows:
    - Were any students or District staff on the bus at the time of the accident?
    - Was another vehicle involved? If so, who was at fault?
    - Were there any injuries?

4. For the operation closest in size to this District, provide the following (one copy to be submitted with proposal):
  - a. Driver's manual
  - b. Driver training plan
  - c. Employee incentive plans
  - d. Job description of the Location Manager
  - e. Management manual
5. During the last five years have any contracts been terminated by school districts you serve during the life of the contract? Have any school districts that you serve threatened or given notice of an intent to terminate a contract for cause during the last five years? If so, give complete details, including the school district name.
6. During the last five years has your company lost a contract from a district that had previously been served by your company? If so, give complete details, including the school district name.
7. Describe any present or prior litigation your company has or had with any customer.

**B. FINANCIAL STABILITY – 15 Points**

Provide the following financial information for the company's last completed fiscal year: The year ended, the Current Ratio, the Quick Ratio and the Debt to Equity Ratio.

Has the company or parent company filed Chapter 7 or 11 bankruptcies within the last 5 years? If yes, provide explanation and evidence of successful financial recovery since the bankruptcy.

**C. SERVICE AND PERFORMANCE – 20 Points**

1. Explain how you would determine at what point additional buses might be required to handle increased student enrollment/ridership or possible rerouting.
2. How would you monitor adherence to route schedules? Give examples of tools or processes in place in a similar sized district.
3. Give specific examples from the past of emergencies, such as school shutdowns, emergency closures, school fires, Contractor staffing shortages, etc., and how your company responded. Submit sample documents currently in use in a district served by your company for handling such emergencies.
4. Provide a roster of all proposed staff required to meet the needs as specified in this request for proposal. Include position titles, FTE for each position, and days worked for each position. If available, please provide resumes for proposed management staff.



5. 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). Proposer must submit complete and detailed job descriptions for each position, performance standards and evaluation tool. Proposer must submit a full description of the training program provided for its drivers. Explain how new drivers are monitored and mentored.
6. Proposer shall provide maintenance personnel experienced and knowledgeable in the area of school bus maintenance. Maintenance personnel will be required to understand maintenance requirements and standards applicable to the Oregon Department of Education. Provide the qualification requirements for your maintenance staff.
7. Explain how your company will assure the District that substitute drivers will be available and prepared to perform reliably and safely.
8. Provide a plan for supporting our non-English speaking families. Spanish is the second most spoken language in the district.
9. Tell us about best practices used to communicate route information to schools and families. How do you handle route change requests?

**D. QUALIFICATIONS OF MANAGEMENT – 20 Points**

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 Location Manager to be a visible and participating member of our community and to enhance the reputation of the District for sound management.

1. 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?
2. Identify the person who will be the proposed local manager and provide a resume.
3. 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.
4. Give examples of the documents that are submitted to your company by your local managers on a regular basis.
5. For key personnel providing support for the Location Manager, including those individuals in direct supervisory positions over the Location Manager, provide the following information:

- a. Name and proposed position the person may be selected to fill
  - b. Tenure with your firm in years
  - c. Experience in related positions within your firm or with other firms in years
  - d. 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.
  - e. Where is the direct supervisor for the Location Manager based and how often will they visit our site?
6. Provide the names and qualifications of those persons within your company who would have immediate authority over the Location Manager and those persons who would play an advisory role to the Location Manager in the areas of a) operations, b) training and personnel, c) safety and d) maintenance.

**E. QUALIFICATIONS OF DRIVERS – 25 Points**

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.

1. What programs do you use for enhancing employee morale and attitudes?
2. Outline the methods you use for recognizing employee service. Give specific examples.
3. Enclose a copy of the Proposer's drug policy, including procedures for mandatory testing, to be implemented in this District. Provide the name and address of the Proposer's Medical Review Officer (MRO). All Phoenix-Talent School District campuses are tobacco free (including e-cigarettes). Tell us how you maintain a positive image for your company and positive influence on our students by encouraging a tobacco free workplace.
4. Within your organization, what percentage of your drivers has been with the company for five, ten, fifteen and twenty years?
5. Describe your process for the recruitment of drivers.
6. 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.
7. 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.

8. 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.
9. Describe in detail your current driver motivation, evaluation (including evaluation tools) and discipline programs, including how you take into account safety, absences, tardiness, on-time route performance, tenure on the job, complaints, driving practices.
10. Describe how you monitor absence rates.
11. What are your policies for driver interaction with students? Parents? School staff?
12. Describe your experience and procedures for transporting students with disabilities.
13. Describe your experience and procedures for transporting students with chronic illnesses.

**F. RESPONSIVENESS TO DISTRICT NEEDS – (included in Service & Performance)**

The company that provides transportation services will have adequate buses to guarantee service for all District student transportation needs.

1. How does your company monitor early and late arrivals at bus stops?
2. In the event that there is a temporary need for more than the number of buses specified in this solicitation, would you be able to respond? If so, where would the additional buses be obtained?
3. Provide information regarding strike provisions and past experience.
4. Consistency of drivers on home to school routes is important to the District. How do you handle trip assignments while minimizing impact on home to school routes?

**G. SAFETY OF OPERATIONS – 20 Points**

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.

1. Provide information regarding your established, continuing safety program, describe the operation, contents, and requirements of the program.

2. Describe how your company meets Oregon's OSHA safety committee requirements including frequency, format and description of meetings.
3. Each Proposer shall demonstrate the effectiveness of its ongoing safety programs by submitting its workers' comp mod rate (if separate policies are in force, show the rate for the five comparable school districts listed).
4. Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.
5. 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.
6. In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.
7. Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.
8. List other emergency instructions and how your company has handled these situations.
9. Describe your present procedures for inclement weather conditions.
10. Describe your experience and procedures for transporting students with disabilities.
11. Describe your training program for students.
12. How are bus routes and stops evaluated for safety? What are key risk factors that are considered?
13. Provide copies of training materials that are used for training drivers regarding students who require a wheelchair for mobility.
14. Provide copies of training materials that address child passenger safety restraints. What child passenger restraints do you most frequently use? Others that you occasionally use and why?

**H. EVIDENCE OF POSITIVE PARENT, STAFF AND COMMUNITY RELATIONS – 15 Pts**

1. Give specific examples of the nature and frequency of presentations that you have made to school boards.

2. 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.
3. Give examples of lesson plans and materials used in classroom presentations on bus safety and related matters.
4. Describe in detail your complaint management procedures. Include documentation and samples of forms used.
5. Describe how your company logs complaints and how the information is used. Include process and timeline for dealing with complaints.
6. 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.
7. Describe in detail your proposed student discipline program.
8. Describe any procedures and policies used in dealing with parents and the public.
9. Describe the ways in which your company has been involved in the communities it serves.

**I. EQUIPMENT USED – 20 Points**

1. Provide a detailed schedule of the proposed bus fleet configuration.
2. Describe the communication system to be used on buses and its expected coverage area.
3. Describe how Proposer will assure bus communications will not be limited by the geographic terrain of the District.
4. Describe the major equipment that will be on site for maintenance and repair of buses.
5. History of breakdowns: Proposer shall furnish a recap, for the previous twelve operating months, showing a history of equipment breakdowns or failures that occurred in at least one school district approximately the same size as the Phoenix-Talent 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 if so how late, and as a result of equipment breakdown or failure was a spare bus dispatched.
6. Describe your company's preventive maintenance program for your vehicles. Include a copy of your written maintenance program.

**J. FACILITIES**

Provide a detailed description of Proposer’s planned maintenance, vehicle parking, bus storage, office, and drivers’ training facilities. Included in this description shall be the overall size, number of maintenance/repair bays, of Proposer’s school bus maintenance/parking facility.

**K. ENVIRONMENTAL SUSTAINABILITY PROGRAM**

Describe your company’s efforts and commitments to environmentally sustainable practices.

**L. INSURANCE DATA**

1. Provide copies without omission or gaps of actual insurance policies’ cover pages “or similar document” covering Workers’ Compensation, commercial general liability, automobile liability, umbrella excess liability, additional insured working, and hold harmless wording.
2. Provide the names and addresses of the insurance companies, insuring your operation for: Commercial General Liability and Property Damage, Automobile Liability, Umbrella/Excess Liability and Workers’ Compensation.

**M. DRIVER PERSONNEL**

Contractor shall document its Employee Compensation Package, provide details regarding all benefits paid to employees or on behalf of employees, e.g. (401 k) Retirement Plan, Health Insurance, Vacation, Sick Leave, Family Leave, etc. and describe its ability to retain qualified employees.

**XII. ATTACHMENTS AND LINKS**

All attachments can be found at:

<https://www.phoenix.k12.or.us/domain/1058>

**A. [2019/20 Transportation Contractor Sample Invoice](#)**

**B. [Phoenix-Talent Schools District Referral Process and School Bus Incident Report Form](#)**