

# School Bus Contract Specifications

## 1. General Guidelines -

1.1. Negotiations for the transportation service contract will be in compliance with MN Statutes Section 123B.52. Recognizing the complicated nature of delivering safe reliable, efficient student transportation, the District will evaluate each quotation received in order to adequately assess the capabilities and responsiveness of the service provider. The District reserves the right to consider all relevant and reasonable criteria, which may or may not be described herein. The District also reserves the right to waive technicalities or irregularities, accept or reject any or all portions of a Written Quotation, award portions of the contract to separate Service Providers, and make arrangements that will be in the best interest of the District.

1.1.1. *Subd. 3. Transportation; fuel. Notwithstanding the provisions of subdivision 1 or section. 471.345, a contract for the transportation of school children, or a contract for the purchase of petroleum heating fuel or fuel for vehicles may be made by direct negotiation, by obtaining two or more written quotations for the service when possible, or upon sealed bids. At least 30 days before awarding a directly negotiated contract, the district must, by published notice, request quotations for the service to be provided. All quotations obtained must be kept on file for a period of at least one year after receipt. If a contract is made by direct negotiation, all quotations must be public information. If a contract is made upon sealed bids, the procedure for advertising and awarding bids shall conform to the provisions of subdivision 1 except as otherwise provided in this subdivision. Notwithstanding the provisions of subdivision 1 or section 574.26, a performance bond must be required of a contractor on a contract for the transportation of school children only when deemed necessary by and at the discretion of the board. Such a performance bond must be in the amount determined by the board.*

1.2. General Specification Availability - Copies of the specifications will be available between 8:00 AM and 4:00 PM Monday through Friday, prior to the time and date specified

for receipt of Written Quotations. The complete Specification shall be used in the preparation of written quotations.

1.3. Addenda

1.3.1. Interpretations, corrections or changes to this specification will be made by written addenda, issued by the district and be communicated by mail or email. Addenda issued using any other method will not be binding on the school district. No Addenda will be issued later than five (5) days prior to the final date for submitting quotations.

1.4. Definitions

1.4.1. General Specifications (Specification)- This includes the Invitation for Quotations, instructions to Service Providers, and any addenda issued prior to the receipt of Written Quotations.

1.4.2. Service Provider - A person or company who submits a Written Quotation to the District to provide services described in the Specification, and agrees to contract with the District for services described in these specification.

1.4.3. Contractor - A Person or company who agrees to contact with the District for the services described in this Specification and the approved contract.

1.4.4. Written Quotation - Complete and properly signed document(s) offering to provide the described services for the price(s) quoted.

1.4.5. Negotiation -

1.4.6. Proposed Contract Price - The price stated in the Written Quotation for which the Service Provider offers to perform the work described in this Specification and other documents composing the Written Quotation.

1.4.7. Addenda - Written or graphic instruments issued by the District prior to the execution of the contract which modify or interpret this Specification by additions, deletions, clarifications or corrections.

1.4.8. Full Day Service is defined as Both an AM To School Route(minimum 2 hours) and a PM From School Route (minimum 2 hours)

1.4.9. Half Day Service is defined as Either an AM or PM route (minimum 2 hours).

1.4.10. Regular To From - This is transportation that meets the criteria in Minnesota statute for regular to from transportation. It serves students attending general

- education classes at regular start and end times who are enrolled in public and non-public schools.
- 1.4.11. Special Needs Transportation - This transportation serves students who are receiving services due to special needs and whose plan includes a requirement to receive transportation as a related service. It may require the use of special equipment, special stops, or additional personnel and is defined by the student's Individual Education Program (IEP) documents.
  - 1.4.12. Mid-Day Runs - This transportation service is to provide for the educational needs of the student in a variety of circumstances including, but not limited to: Students with a shortened school day, Students who have programming at multiple locations, therapy appointments, work experience programming. . .
  - 1.4.13. In Town Trips - In town trips will be considered those trips whose origin and destination are within the Metropolitan Planning Area as defined by the Metropolitan Council of Governments.
  - 1.4.14. Out of Town Trips - Out of town trips are defined as those trips with have a origin or a destination outside of the Metropolitan Planning Area.
  - 1.4.15. Run - A linking of stops designed to bring a group of students to one or more schools.
  - 1.4.16. Route - A linking of runs done by a single school bus.
  - 1.4.17. Live time or live miles (live hours) - Run time or miles measured from the first student pick up to the last student drop off for any morning or afternoon route. Live time / miles will include the time between runs for morning or afternoon shifts.
  - 1.4.18. Deadhead time / miles - This will include time or miles between the service providers bus storage location and the first or last stop on Morning or Afternoon routes.
  - 1.4.19. Garage time - this is the time allocated for school bus drivers to report for duty, complete pre trip and post trip inspections of their vehicle and complete required paperwork.
  - 1.4.20. Costs associated with training should be calculated within the hourly rate for school bus routes. No additional billing will be honored for training of school bus drivers.
    - 1.4.20.1. Training will include:

- 1.4.20.1.1. Mandatory attendance at training opportunities provided by the school district. Typically this will include a Fall session of 8 - 24 hours, a spring session of 4 - 8 hours. Participation in evacuation drills for students. Participation in 1 district wide emergency drills ( see section 3.8 and 3.11 for additional information regarding training).

## 2. Requirements for submitting written quotations

- 2.1. Receipt of written quotations will be received not later than Thursday, February 23, 2017 at 1:00 PM. Three (3) copies of the written quotation along with all supporting data and schedules, must be submitted in a sealed envelope clearly marked "STUDENT TRANSPORTATION SERVICES" with the provider's name, address, phone, and email address.
  - 2.1.1. The written quotation, quotation security, and all supporting documents must be enclosed in the same envelope.
  - 2.1.2. All quotations must be addressed to : Brandon Lunak, Assistant Superintendent, Moorhead Area School District, Probstfield Center for Education 2410 14th St S, Moorhead, MN 56560.
  - 2.1.3. Quotations will be opened at a public meeting on Thursday, February 23, 2017 at 1:00 PM.
  - 2.1.4. Quotations may be submitted for any portion or all of the service categories described in this document.
  - 2.1.5. All quotations and other documentation must be written in ink, or typewritten. Any corrections must also be written in ink and initialed by the individual making the corrections.
- 2.2. Price of Services; proposed cost
  - 2.2.1. The service provider shall submit its proposal for transportation services as defined in this document its appendices or addendums on the forms provided. Any alternate proposals for service will be considered at the sole discretion of the District.
  - 2.2.2. The annual price amounts shall include all vehicles, labor, materials, equipment, repairs, supplies, overhead costs, profit, and any additional costs incurred by the service provider. Fuel costs will be addressed separately in 2.3.3

- 2.2.3. Fuel Costs - Using a base rate of \$3.25 the school district will share any increases in fuel cost with the contractor by paying 50% of the difference between the base rate and the invoiced rate. The contractor will be responsible for submitting the request for payment along with documentation of fuel purchased. Verifying that the fuel is used for school bus transportation only. The contractor is responsible to select the grade of fuel used to prevent any fuel related issues during cold weather.
- 2.2.4. The District reserves the right to correct mathematical errors in any billings.
- 2.3. Quotation Security - Service Provider(s) may be required to furnish the District with a performance security in an amount of 100% of performance of the Service Providers duties under this agreement. Such contract security ay be in the form of a performance bond or other security acceptable to District and Contractor. The District reserves the right to waive the performance security.
- 2.4. Qualifications of Service Provider
  - 2.4.1. Service provider may be an a) independent private contractor, b)a single company, c) more than one independent contractor operating in partnership formally or informally; or d) an alliance of school districts. If a group of private contractors submit a joint written quotation they must follow the requirements in section 5.
  - 2.4.2. Each service providers shall submit as a part of the written quotation a statement of the service providers qualifications. The school district will evaluate and determine a service providers qualifications based on their ability to provide qualified equipment in good operating condition, qualified school bus drivers who receive ongoing training, Inspection history, service history with this school district and information received from other clients of the service provider.
  - 2.4.3. Modification or withdrawal of written quotations
    - 2.4.3.1. A Written Quotation may not be modified, withdrawn or canceled by the Service Provider during the time period following the time and date designated for the receipt of Written Quotations.
    - 2.4.3.2. Prior to the closing time and date designated for the receipt of Written Quotations, Written Quotations submitted early may be modified or withdrawn only by notice to the party receiving Written Quotations at the place and prior to the closing time designated for receipt of Written Quotations. Such notice shall be in writing over the signature of the Service Provider and be received by the District prior to the official closing time and date for receipt of Written Quotations herein identified. Withdrawn Written Quotations may be re-submitted up to the closing time designated provided they are then fully in conformance with these instructions to Service Providers.
- 3. Description and Scope of Services - School bus route price proposals should be calculated as all time from start of deadhead to the first stop in the morning to the end of

deadhead at the final parking place after morning route. Likewise, in the afternoon the price should be calculated from deadhead to the first school to the final parking place after the last run of the day. It should not include time for vehicle maintenance, fueling, filing required reports, or other services that may be additional services associated with performing a school bus route. Please note that times and miles identified in the preliminary route documents are based on computer models. The Service Provider is responsible to verify all time and miles based on their own circumstances.

- 3.1. Successful school bus service providers will supply school buses, qualified school bus drivers, service facilities, adequate storage of equipment, qualified school bus maintenance personnel.
  - 3.1.1. School Buses must meet all requirements set forth by the State of Minnesota, and meet all Federal Standards
  - 3.1.2. A child check or equivalent system must be installed on all Type A, B, C, and D school buses
  - 3.1.3. All School Buses (Type A, B, C, D, MN-type III) must be radio equipped. See section on vehicle communication for options and standards.
- 3.2. Quotations accepted for Regular To From Routes serving General Education Students.
  - 3.2.1. Regular School Days - The service provider will provide service to the school district on all scheduled school days.
  - 3.2.2. Regular to from routes consist of 1 or more runs serving multiple schools or teaching locations.
  - 3.2.3. Current bell times are available in Appendix B, these are subject to change.
  - 3.2.4. The current plan calls for 49 regular to from school bus routes.
  - 3.2.5. School bus routes are occasionally evaluated for efficiencies and can be increased or decreased at the discretion of the school district. At the time this document is written the Moorhead Area School District is growing, so the number of routes is expected to grow during the course of this contract term.
- 3.3. Quotations accepted for Special Education To and From routes.
  - 3.3.1. Special Needs routes may require special training, special equipment, and or additional specially trained staff. Special Education routes may include special needs students in grades Pre-school through 12. Due to the nature of Special Needs Transportation route documents are not available at this time. We expect to have at least 9 Special Needs to from Routes operating district wide at the beginning of the 2017 school year, We will also have Special needs routes operating for our Work Program and Early Childhood Education programing.
    - 3.3.1.1. Examples of equipment that may be needed (this is not an all inclusive list):
      - 3.3.1.1.1. Wheelchair Lift or ramp
      - 3.3.1.1.2. Wheelchair tie down equipment

- 3.3.1.1.3. Child Safety Restraint Systems
- 3.3.1.1.4. Specialized seating equipment
- 3.3.1.2. Examples of special training that may be needed (this is not an all inclusive list)
  - 3.3.1.2.1. Use of specialized seating equipment
  - 3.3.1.2.2. Basic First Aid and CPR
  - 3.3.1.2.3. Administration of specialized medication as an emergency first aid measure. (e.g. diastat, or others)
  - 3.3.1.2.4. Training specific to individual students as required in Individualized Education Plans
- 3.3.1.3. Special Education To and From routes will normally be at the regular bell times, but may be subject to individual needs of students.
- 3.3.2. Regular Education Between Building Transports - These normally happen throughout the school day.
- 3.3.3. Special Needs Between Building Transports - These normally happen throughout the school day, but may require specialized equipment or specialized training for personnel.
- 3.3.4. Special Population Transportation - This is normally transportation at the regular to from times. The transportation may occur outside of the normal service area of the school district. It may involve students who are homeless, or are in care and treatment programs.
- 3.3.5. MidDay Kindergarten Transportation Service - The Moorhead Area School District does not provide half day kindergarten service at this time. We reserve the right to add this or other midday transportation at any time in the future if programming needs require.
- 3.3.6. PreSchool Transportation Service. Preschool transportation may become a requirement during the course of this contract term. This transportation service may require specialized seating equipment such as Child Passenger Restraint Systems.
- 3.3.7. Service to out of district locations. Transportation service provided to out of district locations, but within the Metropolitan Planning Area will be reimbursed at the rate for Regular or Special Needs to from rates, or Regular or Special needs between building rates. Service to locations outside of the school district boundaries, but outside of the Metropolitan Planning Area will be negotiated at the time the service is needed. There are no needs for this type of service at this time.
- 3.3.8. Trip Service. Prices should be proposed for deadhead service to and from the beginning and end of trip . Contracted prices should not include vehicle maintenance functions, nor preparing required reports.
  - 3.3.8.1. Please submit price for trip service for School Bus (Type A, B, C, D and MN Type III) for both in-town (Metropolitan Planning Area

- MPA) and Out of town service. The MPA for 2016 is included in the Appendix
- 3.3.8.2. If trip service is assigned during periods when the service provider is already under contract or scheduled as part of another trip or during a school route there should be no additional charge for the trip.
  - 3.3.9. Summer School Service Please provide price for service to and from summer school.
    - 3.3.9.1. Buses with Specialized equipment
    - 3.3.9.2. Regular to from school bus
  - 3.4. Vehicle Communications equipment - Two way radio communication equipment will be required on all school transportation vehicles.
    - 3.4.1. Radio Option 1 preferred - The service provider may operate on the radio system used by the Moorhead Area School District,
      - 3.4.1.1. Radio Purchase - The purchase of compatible radios could be done in one of two ways.
        - 3.4.1.1.1. Purchased by the school district directly and assigned to service providers. Radios would be the property of the Moorhead Area School District.
        - 3.4.1.1.2. Purchased by the transportation service provider and built into contract pricing. Radios would be the property of the Service Provider.
      - 3.4.1.2. Radio Channel assignments would be made by the school district.
      - 3.4.1.3. The contractor would be responsible for paying a user fee per active radio to the City of Moorhead. This fee is established by the City of Moorhead and is currently set at \$8.00 per month per radio (as of 9/28/2016) for Nonpublic entities. Contact the Moorhead Police Department for pricing information. The contact person is Lt Tory Jacobson, Moorhead Police Department, [tory.jacobson@moorheadpolice.com](mailto:tory.jacobson@moorheadpolice.com) 218-299-5117.
    - 3.4.2. Radio Option 2 - The service provider may operate on their own radio system.
      - 3.4.2.1. The service provider would purchase their own radio system and required infrastructure.
      - 3.4.2.2. Authorization to transmit on the radio frequency allocated to the service provider would be granted to the Moorhead Area School District.
      - 3.4.2.3. The service provider shall provide radio equipment to the school district as needed to provide efficient communication with personnel involved with school transportation.
  - 3.5. Communications with the service providers
    - 3.5.1. Telephone - Phone number(s) at which a person is able to make decisions for the company will be available at all times.

- 3.5.2. A valid Email address must be provided to the school district that is regularly monitored on a daily basis.
- 3.5.3. We highly recommend that the successful service provider(s) obtain a google Drive account. This is the platform adopted by the school district for most of our documents. If desired the school district will assign a district sign-on and email account for your use. The format would be [companyname@moorheadschoools.org].
- 3.6. GPS The successful service provider(s) are required to permit the school district to install or have installed GPS units that will monitor school bus functions. The current provider of this service is EDULOG.
  - 3.6.1. Service Providers may have access to this information and will be assigned sign-on credentials. All district policies related to use of electronic communication and data practices must be followed.
  - 3.6.2. Additional GPS equipment may be required during the period of this contract term - for example an add on feature allowing us to track students as the board and deboard the school bus.
- 3.7. Video Equipment - The successful service provider agrees to allow the school district to install or have installed audio video surveillance equipment provided by the school district
  - 3.7.1. The service provider also agrees to allow physical access to this equipment to retrieve data as needed by the school district. This will normally be done during regular transportation hours. However in the event of an emergency this could happen at any time.
  - 3.7.2. Video records will be used for: Investigating Stop Arm Violations, student behavior concerns, driver conduct concerns, criminal and traffic investigations, accident investigations as well as other purposes.
  - 3.7.3. Surveillance records are subject to regulations and policies related to student data privacy.
  - 3.7.4. Contractors may have access to the audio and video records as it pertains to their drivers and routes. At all times following data practices guidelines established in State and Federal Statutes and Moorhead Area School District Policy.
  - 3.7.5. Audio and Video recordings may be used for training purposes at the discretion of the Moorhead Area School District.
- 3.8. Training
  - 3.8.1. School Bus Drivers must meet all Federal and State Requirements for training and licensing
  - 3.8.2. Ongoing inservice training will be provided by the service provider documentation of that training will be provided on request.
  - 3.8.3. The selected service providers will participate in training opportunities offered by the Moorhead Area School District as requested
  - 3.8.4. Service providers will participate in Student Evacuation Drills and other safety training of students, without additional charge to the school district.

- 3.9. Driver Qualification Files - Service providers will comply with all Federal recordkeeping requirements for school bus drivers.
- 3.10. Compliance with State and Federal Laws, rules and regulations and local policy.
  - 3.10.1. If there is discrepancy between any portion of this specification document and any Governing entity: Law, Regulation, Rule, or Local Policy, the Law Regulation, Rule or Local Policy will be followed.
  - 3.10.2. Mandatory Reporter - School Bus drivers are Mandatory Reporters for Child Abuse and Neglect.
- 3.11. Emergency Response
  - 3.11.1. This is a NIMS compliant school district.
  - 3.11.2. Key personnel within the contactors organization must obtain training in ICS 700 (introduction to National Incident Management System) and ICS 100Sca (Incident Command System for Schools) at a minimum. These courses are available online.
  - 3.11.3. Additional training recommended is: ICS 800 (National Response Framework), 200 (Single Resource Response, 361 (or 362) (Multihazard planning for schools), 300(intermediate incident command) and 400 (Advanced incident command).
  - 3.11.4. Contractors will make their vehicles and staff available in response to school district and community emergencies as requested by the School District Emergency Response Team, the Clay County Emergency Manager, or the City Emergency Manager.
    - 3.11.4.1. Costs for service beyond regular to from routes will be reimbursed at the Trip Service rates for local (school district, City of Moorhead, County of Clay, declared emergencies).
    - 3.11.4.2. In the event that a State or Federal emergency is declared service will be reimbursed at the rates established and reimbursed by FEMA (2015 rates: <https://www.fema.gov/schedule-equipment-rates>).
    - 3.11.4.3. We follow the Clay County Unified Response Protocol for emergency incidents. See Appendix F.
  - 3.11.5. Each year the school district will conduct one major drill at one of our buildings. From time to time this may require the response of our School Transportation Contractors. This is considered training and contractors should provide buses and personnel at no additional charge. Typically our major drills will be not more than 3 hours in length from start to finish.
  - 3.11.6. Key personnel will be expected to participate in planning activities for emergency response as requested.
- 3.12. Reporting Requirements This is a partial list of typical reports required of school bus drivers or school bus service providers. Other reports may be requested or required as needs arise.
  - 3.12.1. Stop Arm Violation Reports
  - 3.12.2. Collision reports

- 3.12.3. Student Conduct reports
- 3.12.4. Student count reports
- 3.12.5. Run and Route mileage reports
- 3.12.6. Billing reports
- 3.12.7. Trip reports
- 3.13. District guidelines and Practices for Student Transportation Services.
  - 3.13.1. In the design and operation of the student transportation services, the District expects the Service Providers(s) to provide the requested services and satisfy the following guidelines, consistent with Minnesota Statutes 123B.88, other applicable state laws and regulations, and District policy and practices.
- 4. Agreements and Contractual Requirements
  - 4.1. Term - The term of the Agreement(s) will be for two (2) years ending June 30, 2019, and is subject to applicable statutes and regulations.
  - 4.2. Possible extension - The District at its sole discretion will reserve the option, consistent with applicable statutes to extend the Agreement(s) for a third or fourth year, (2019-20 and 2020-21)
  - 4.3. Award of Contracts - The issuance of an award of contract is contingent upon securing a Written Quotation acceptable at the District's sole discretion. The District may award one or more contracts for these services, as provided by law.
  - 4.4. Contract Form and Provisions - The District intends to execute an agreement with the selected Service Provider(s) that includes the provisions, terms and conditions included in the Specification and those negotiated with the Service Provider(s)
- 5. Written Quotations Content and Review
  - 5.1. It is the intent of the District to award one or more contracts after review of the written quotations. Awards will be to the lowest cost responsible service provider after consideration of the requirements set out in this specification. The district may conduct negotiations on technical aspects of the written quotations and / or costs as provided in MN Statute Sec 123B.52 Subd 3 after reviewing all written quotations received. The District expects to evaluate Quotations in the following manner
    - 5.1.1. Quality of response to this Request for Proposal (RFP)
    - 5.1.2. Capability of Service Provider to supply services as demonstrated in this RFP, including criteria identified in this specification.
    - 5.1.3. Quality of services
    - 5.1.4. Quality of equipment
    - 5.1.5. Cost of Services.
  - 5.2. The District reserves the right, prior to award to evaluate the segment prices and negotiate and or reject any unit cost amount that is determined by the District to be unreasonable in amount.
  - 5.3. One or more contracts may be awarded based on the Quotations as submitted or as negotiated by the District as to technical performance or price, or both, with

Service Providers whose written quotation falls in the competitive range as defined in this specification. Negotiations of the Written Quotations received, if conducted, will be conducted jointly with the District and Service Provider representatives. The Service Provider's representative shall be qualified to answer and give administrative and technical clarifications relative to its Written Quotation.

- 5.4. Written Quotations will not be open to the public nor be disclosed to unauthorized persons prior to award of contract(s). However, after award of contract(s), all Written Quotations shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data, which is designated as such in any Written Quotations, consistent with State law and District Policy.
- 5.5. Right to Reject Written Quotations and Waive Technicalities or Informalities.
  - 5.5.1. The District reserves the right to reject any and all Written Quotations and to waive all informalities and / or technicalities, at its sole discretion, where the best interest of the District may be served, including the right to award a contract without any further discussion or negotiation.
  - 5.5.2. Grounds for rejection of Written Quotations include, but shall not be limited to:
    - 5.5.2.1. Failure to conform to the essential requirements of this Specification.
    - 5.5.2.2. Failure to conform to the delivery or completion established in the Specification
    - 5.5.2.3. Submitting a written quotation imposing conditions which would modify the terms and conditions of this specification, or limit the service providers liability to the District in the contract.
    - 5.5.2.4. Submitting a written quotation determined by the District to be unreasonable as to price.
    - 5.5.2.5. Submitting a Written quotation by a Service Provider determined not to be a responsible Service Provider.
    - 5.5.2.6. Failure to furnish the quotation security as required by this Specification.
  - 5.5.3. The District reserves the right to reject any Written Quotation where an investigation and evaluation of the Service Providers qualifications would give doubt that the Service Provider could perform prompt and efficient completion of the work in this Specification. Technicalities or minor irregularities in a Written Quotation may be waived when the District determines that it will be in the District's best interest to do so, are mere matters of form not affecting the material substance of Written Quotation or some immaterial deviation from or variation in the precise requirements of this specification and having none, or a trivial or negligible effect on cost, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of , or be otherwise prejudicial to other Service Providers. The District may either

- give a Service Provider an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his Written Quotation, or waive such deficiency where it is advantageous to the District to do so.
- 5.5.4. Service Providers shall promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of this Specification or of the local conditions. Service Providers desiring clarification or interpretation of this Specification shall make a written request to the District at least ten(10) days prior to the closing date for receipt of Written Quotations.
- 5.5.5. Written Quotations categorized as unacceptable may be returned to the Service Provider and said Service Provider will not be allowed to submit supplemental information amending the Written Quotation.
- 5.6. Prohibition Against Conflicts of Interest, Gratuities and Kickbacks
- 5.6.1. The Service provider shall provide a letter, on Service Provider's letterhead, for the authentication of its written Quotation by disclosing the non-collusion and non-conflict of interest in the preparation of its Written Quotation and the provision of these services. Failure to include a letter with the Written Quotation shall automatically invalidate the Written Quotation.
- 5.6.2. Any employee or official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or extended inducement in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District shall be deemed guilty of a felony an upon conviction such persons shall be punished to the full extent of the law as provided for by State of Minnesota Laws.
- 5.6.3. Every person, firm,, or corporation offering to take, or pay, or give any rebate, percentage of contract, money or other things of value as an inducement or intended inducement in the procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to provide quotations for, offer for sale or seek in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law as provided for by State of Minnesota Law.
- 5.7. Confidential Data
- 5.7.1. Service Providers may designate those portions of their Written Quotation, which contain trade secrets or other proprietary data, which is to remain confidential. If the District does not agree with the confidentiality of such data, or any portion thereof, the District official shall inform the Service Provider in writing what portions of the Written Quotation will be disclosed and that, unless the Service provider protests

the determination of the District or unless the Service Provider withdraws its Written Quotation, the portions of the Written Quotation so determined to be non-confidential will not be treated as confidential.

6. Operating Requirements - Services and Equipment

6.1. The Service Provider(s) shall develop with the District on or before the August 10th preceding the beginning of each school term a service plan for student transportation services. The service plan must include at least:

- 6.1.1. Route list, maps, and times. The School District will be primarily responsible for planning all routes and stop schedules. The service provider will be responsible for working with school transportation personnel to prepare these route lists, maps each year. Including making recommendations for improving safety and efficiency.
- 6.1.2. List of drivers, both primary and substitute and the assigned routes and buses for the primary drivers. This should be kept up to date as drivers are employed or leave employment.
- 6.1.3. List of bus and van equipment that will be used in providing the contract services along with the make of equipment year of manufacture, and mileage.
- 6.1.4. Staffing plan of employees in addition to the drivers who will be assigned to fulfill the responsibilities contemplated in the specifications and contract.

6.2. Transportation Equipment

- 6.2.1. The service provider shall submit a proposed list of buses owned by the Service Provider to be used to satisfy this Specification. Including Manufacture year, Capacity, Type of bus. We will give preference to service providers using equipment that is less than 12 years old. And having a fleet average that is not more than 10 years old.
- 6.2.2. All school buses must be equipped with a system installed that has audible and visual alerts requiring the driver to walk to the rear of the bus to disarm the mechanism. These are commonly known as "child check systems".
- 6.2.3. The service provider may state the terms upon which the District may purchase or lease the equipment used in the District by the Service Provider, for the purpose of operating its own system at the expiration or termination of the contract.

6.3. Replacement, Standby and Emergency Buses - Each Written Quotation shall address the provision for replacement, substitute and stand-by buses in the total fleet of buses and vans required to serve this specification and needed for performance under the terms of the resulting agreement, including buses for emergencies, cocurricular and field trips and replacements for maintenance. Substitute and stand-b buses required by this provision shall not be older than seventeen (17) model years. Type III vans are limited by statute to twelve (12) model years.



- 6.7.1.2. Commercial General Liability Insurance \$1,000,000 Per Occurrence
- 6.7.1.3. Worker's Compensation Statutory
- 6.7.1.4. Umbrella Liability Insurance \$4,000,000

6.7.2. Contractor agrees to provide District a certificate of insurance evidencing such coverage and designating District as an additional insured with respect to Automobile Liability. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to District.

Indemnity - The Service Provider agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, providing transportation of assigned students.

6.8. Reporting Requirements

6.8.1. The contractor will be responsible for providing reports and information as requested. Examples of current reporting requirements are: Data for State reporting (mileage, time, equipment inventories), daily student counts, disciplinary reports, accident reports, stop arm violation reports. . .

7. Operating Requirements

7.1. Personnel

7.1.1. Contractor Management and Supervision

7.1.1.1. A supervisor and necessary support personnel shall be required for on-site management at the terminal. The Service Provider shall be required to have personnel available to respond to all public inquiries and handle all daily transportation concerns.

7.1.1.1.1. Manager/Supervisor who has full operational authority to manage all contracted operations. This person will have authority to implement all District requests or resolve District problems and complaints. The Manager / Supervisor's authority will include but not be limited to: adding or changing routes, increasing or reducing the number of contracted vehicles, hiring, reassigning or terminating drivers and staff, policy, procedures, late buses, accidents, emergencies, maintenance and incidents.

7.1.1.1.2. The Service Provider shall also employ or assign personnel to handle responsibilities for safety, dispatching and bus operations, including but not limited to:

7.1.1.1.2.1. Dispatch buses, providing daily ongoing assistance to drivers during bus operations in regard to problems, scheduling, routing, and special needs routing, parent / guardian communications and be

- available between 6:00 am and 6:00 PM on all school days.
- 7.1.1.1.2.2. Daily supervision of safe bus operations and the implementation and management of safety programs to include, but not restricted to driver safety training, student school bus safety training, bus evacuation drills, and any other safety efforts deemed necessary by the District or Contractor
- 7.1.1.1.3. The Service Provider shall have the necessary support staff available on-site at the terminal. Thee Service Provider shall be required to have personnel available to respond to all public inquiries and handle all daily transportation concerns working with the District Transportation Department.
- 7.1.1.1.4. The Service Provider shall include in its written quotation a proposed staffing they would be prepared to employ if selected to provide the services identified in this specification.
- 7.1.1.2. Drivers
  - 7.1.1.2.1. The Service Provider shall submit a list of bus driver qualifications, certifications and indication of ability to meet all driver requirements under Minnesota law and regulations. The Service Provider shall indicate how it proposes to provide the drivers, knowing that driver turnover occurs.
    - 7.1.1.2.1.1. A new successful Service Provider will be required to offer employment to the qualified existing driving staff of the present Contractor, provided they meet insurability requirements, state law and the Service Provider's established driver and service standards.
  - 7.1.1.2.2. Drivers shall be carefully chosen based upon their driving skill and character. At the minimum all drivers must also be pre-screened. Service Providers shall provide a description of their hiring process and selection criteria. All Federal and State requirements must be met before hire.
  - 7.1.1.2.3. Contractor must adhere to the principles of Least Restrictive Environment for handicapped students. All drivers working in the District may have to work with or be of service to students with various handicapping conditions and will be expected to perform duties which are documented in the student's Education Program (or 504 plan) and provide for the safe transportation of that pupil.
- 7.1.1.3. Bus Aides / Monitors

- 7.1.1.3.1. If the contractor is requested to provide bus aides or monitors, the District will require that each prospective applicant to be hired by the Service Provider have their criminal records researched. The District may at its option provide a bus aide / monitor on a contractor's bus.
      - 7.1.1.4. The District will have no liability for any tax (payroll, social security, Medicare, unemployment, property, or any other) imposed upon the Service Provider.
  - 7.1.2. Driver Training
    - 7.1.2.1. The Service Provider will be responsible for their own employees training to meet any and all requirements imposed by State and Federal Requirements, as well as local district policy.
  - 7.1.3. Bus Driver and Student Safety Program
    - 7.1.3.1. The Service Provider shall employ and designate a safety official with primary responsibility to effectively administer and conduct a bus driver safety program and student safety program. The District will assist in the scheduling of student related bus safety programming and activities.
    - 7.1.3.2. The Service provider shall provide all necessary reports to the District to assure compliance with the District's policies, practices and guidelines and State of Minnesota law and regulations regarding safety.
    - 7.1.3.3. Drivers are responsible for reporting all violations of the school bus stop arm law using the protocols established by the law enforcement agency with jurisdiction at the location of the violation (MN State Highway Patrol, Clay County Sheriff, Moorhead Police Department, Dilworth Police Department), and the School District.
  - 7.1.4. Student Services and Discipline; Responsibilities and Service Provider Reporting
    - 7.1.4.1. The District is ultimately responsible and has authority to determine student eligibility for transportation, consistent with applicable state laws, and to suspend or expel any students from transportation services. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of the student, other students, the driver or bus assistant. This would require immediate notification to the Contractor, District Transportation Office, building principal, and law enforcement or other emergency services as necessary.

- 7.1.4.2. Additional procedures and regulations for the administration of discipline, not addressed in the District discipline policies, shall be established cooperatively between district and Service Provider, and be included with the service plan.
- 7.1.4.3. All discipline problems shall be reported in writing following completion of the route,, and the District should receive the report as soon as possible, in no case later than the end of the following school day.
- 7.1.5. District Transportation Administrator - The District Director of Transportation has the primary responsibility for student transportation and will be the contact person for all matters related to the contract and contractors hired by the District to provide the identified services.

# APPENDICES:

- A. Quotation Forms
  - a. Contract Price Quotation Form
  - b. Route Selection Form -
  - c. List of Preliminary routes for Fall 2017 with estimated time and miles, the estimates are based on computer models for all routes and do not include a garage location. Service Providers are responsible for verifying all time and miles.
- B. List of School Addresses and Bell times
- C. Current monthly billing report. These should be submitted electronically.
- D. Student Enrollment 10/3/16
- E. School Transportation Policy
- F. School Bus Emergency Procedure Manual
- G. Behavior Report Forms
- H. Stop Arm Violation Report Forms
- I. Mileage Log (completed 2 times per year)
- J. Metropolitan Planning Area - Map of area is attached. Here is the web address for the document:  
[http://www.fmmetrocog.org/new/assets/documents/Metro%20Profile/2016/METROPOLI TAN%20PROFILE%202016\\_FINAL.pdf](http://www.fmmetrocog.org/new/assets/documents/Metro%20Profile/2016/METROPOLI TAN%20PROFILE%202016_FINAL.pdf)
- K. Agreement form - To be executed at the time of award