

# **Request for Proposals**

## **DUE DATE AND TIME FOR WRITTEN QUOTATIONS AND PROPOSALS -- 10:00 AM CST, Friday, May 28, 2021**

Written Quotations and proposals for student transportation services will be received by Independent School District 108 at its District Office, 531 Morse St., Norwood Young America, MN 55368, until **10:00 AM CST, Friday, May 28, 2021**, at which time all Written Quotations and proposals will be opened and read publicly.

Independent School District No. 108 is using the written quotation process and direct negotiation established by Minnesota Statute 2019, Section 123B.52, Subd. 3 for the procurement of this contract, and disclaims usage of any other contract procurement options allowed under applicable law. The School District reserves the right to reject any and all quotations and waive irregularities therein, and further reserves the right to award a contract to the lowest responsible service provider(s) that is in the best interest of Independent School District No. 108.

## **INFORMATIONAL MEETING -- 9:30 AM on Wednesday, May 12, 2021**

An optional **informational meeting** will be held at the Independent School District 108 at its District Office, 531 Morse St., Norwood Young America, MN 55368, at **9:30 AM on Wednesday, May 12, 2021**, to provide interested service providers information about the District's student transportation needs, the Request for Quotations and Proposals (RFQ/P). **THIS IS NOT REQUIRED TO BID OUT THE CONTRACT.**

## **SECTION 1. GENERAL CONDITIONS**

1.1 Duration of the Contract. The services requested in these specifications shall be for the 2021-2022 and 2022-2023 school years. The School District reserves the right to extend the contract for additional years if they see it fit for the district. If the School District chooses to extend the contract, a written notice will be provided to the Contractor on or before February 1, 2023. At that time, the District and the Contractor will negotiate as to how many years the extension will be, and the rates that would coincide with that extension.

1.1 Service within the School District. The Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the School District during the duration of this contract to the various schools of the School District according to a time schedule and over routes determined or approved by the School District. Once routes have been approved, there shall be no change in bus routes or time schedule without consent of the School District. Generally, transportation will include to school in the morning and from school in the afternoon.

If formal education agreements are entered into with surrounding School Districts during the term of the Contract, both agree to reopen discussions concerning routing considerations. The Contractor shall furnish a description of each route to the School District each school year. A preliminary route description will be given to the School District by **August 15<sup>th</sup>** of each year, and the final route descriptions, subject to School Board approval, are due to the School District by September 30<sup>th</sup>. Each route description will include the school bus number, driver, route mileage, bus stop locations, bus stop times (morning and afternoon), bus capacity, number of passengers, and a route map. Changes in the routes, time schedules, or designated stops may be made by the School District. The School District may establish regulations to be observed by the Contractor in connection with all details incidental to the operation of the routes, including starting times, bus stops, transfers, discipline on the buses and any situation that may, from time to time, arise in the performance of this Contract.

1.1 Regular and City Transportation. Transportation will be round trip to and from school. Route miles shall be the length of the Route and shall be determined as the total number of miles from the District (or other point of discharge as determined by the Superintendent) then once around the designated route and back to the point of origin. Such route length shall be reported to the District within 10 days of the opening of school. Route length shall be rounded to the nearest whole mile. The route mileage on September 30<sup>th</sup> shall be considered the 'base mileage' from which any necessary route changes will be added or subtracted from.

Special Education Transportation. Transportation shall be provided to maximize efficiency and minimize the number of vehicles and mileage. The School District reserves the right to assign an aide to any vehicle should it deem such aide necessary. Contractor must furnish equipment acceptable to the School District to meet the needs for special education transportation. The Contractor shall comply with all applicable state and federal rules and regulations.

1.5 Field Trips and Extra-Curricular Trips. Field Trips mean excursions for educational purposes and usually take place during the school day (there are occasional exceptions). The School District will provide supervision of students. These may be in District or they may be out of District. Extra-Curricular Trips are usually associated with some extracurricular or co-curricular activity and usually take place after school hours. The School District provides the chaperone.

1.6 Contract and Performance Bond. The Contractor shall enter into a formal contract based on the conditions and specifications as set forth herein. The Contractor may be required to supply a performance bond for up to 100% of the anticipated contract award, before commencing service, and shall also provide liability and property damage insurance as herein described. If required, the performance bond shall comply with the provisions of Minnesota Statutes Section 574.26. The Contractor shall be

advised if a performance bond will be required and the amount at such time as the contract is awarded.

1.7 Assignment. The services contemplated under this Agreement are deemed to be in the nature of personal services. Contractor shall not assign this Agreement without prior consent of the District. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement.

1.8 Award. The School District may elect to make its award based upon proposals as received, or alternatively, the School District may elect, in its sole discretion, to enter into direct negotiations with those entities submitting proposals. In the event that the School District elects to enter into negotiations, each entity submitting a proposal shall be notified of the time and place. Negotiations will be conducted utilizing such rules and procedures as established by the School Board. The School District reserves the right to accept, reject, or negotiate any quotation and to make an award for transportation services that is deemed most favorable and advantageous to the School District.

## **SECTION 2. SPECIFIC CONDITIONS**

### **2.1 Instructions for Submitting Proposal**

2.1.1 Any written proposal containing an alteration or erasure of any price contained in the quotation shall be rejected unless the alteration or erasure is corrected as follows: An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent thereto, and initialed in ink by the person signing the proposal.

2.1.2 Proposals for transportation for regular education students during the regular school year shall be made on the basis of cost per day per vehicle (route). Contractors may be required to provide transportation services to regular K-12 students living outside the boundaries of the School District as approved by the Superintendent.

2.1.3 Proposals for transportation to schools outside the School District, extracurricular, and field trips shall be made on the basis of cost per mile and additional compensation for driver time.

2.1.4 Contractor shall furnish with its proposal a written biography and statement indicating the type and extent of transportation experience, three (3) references, a list of names of School Districts (public, private or parochial schools) previously or presently served, including dates of service. A financial statement with bank references may be required and shall be submitted to the School Board if requested. To qualify, a Contractor must provide evidence of a minimum of ten (10) years of successful transportation of K-12 students in the State of Minnesota and must currently be engaged in the business of providing K-12 pupil transportation services in the State of Minnesota.

2.1.5 Use Exhibit A/Appendix A-1 for rate submittal and Exhibit B for data

## 2.2 Vehicles

2.2.1 Included in the proposal shall be a list of equipment that the Contractor proposes to utilize in providing services. If the Contractor proposes to furnish new equipment, the Contractor shall include with its proposal evidence that it has such equipment in its immediate possession, or a certification from a manufacturer or a manufacturer's authorized representative that such new equipment will be provided for service on or before commencing performance and that satisfactory arrangements for the payment of said new equipment have been made. The Contractor shall submit the following information with its proposal.

- A. Equipment List, indicating by Bus No.
  - i. Chassis manufacturer – style – year
  - ii. Body manufacturer – number of students that can be seated
  - iii. Mileage on bus
  - iv. Use of bus – either route number or spare

2.2.2 All vehicles must be maintained in safe operating condition and must have a current inspection by the State of Minnesota. The Contractor shall provide assurance that exterior and interior cleanliness of the vehicles will be maintained.

2.2.3 All vehicles used shall comply with all road and safety regulations as set forth by any Federal, State, and Municipal policy, law, statute or ordinance as it may relate directly or indirectly to the safe operation of a vehicle used in public transportation of students.

2.2.4 All vehicles used in transportation service shall be made available for inspection from time to time as deemed necessary by a School District agent or any state or federal authority.

2.2.5 The District will analyze all State and Federal vehicle inspection records for any Contractor wishing to submit a proposal. Contractors shall be in good standing with the Minnesota State Patrol and all Federal agencies pertaining to the transportation of students.

## 2.3 Equipment

2.3.1 All vehicles used in transporting students must be equipped with an operating two-way radio with a frequency capable of communicating with the School District office(s).

2.3.2 Each vehicle used to transport students will have identifying unit numbers on the four corners of the vehicle and alongside the loading door. The identifying number shall correspond to the route number assigned to the vehicle. All vehicles will have a method of applying a unit number for substitute and/or emergency vehicle use. The

temporary number should be able to cover the regular vehicle number alongside the loading door.

2.3.3 Due to an enhancement in safety and student management, the School District recommends that all new buses purchased and placed in service be equipped with full-length acoustic roof panels.

2.3.4 All vehicles shall be washed and cleaned on both the inside and the outside on a monthly basis at a minimum. Daily attention should be given to sweeping the floors, removal of trash, and inspection and removal of any graffiti.

2.3.5 All vehicles shall be stored and maintained at the District's current transportation facility for the first

## 2.4 Insurance

2.4.1 The Contractor shall maintain, during the life of the contract, public liability, property damage and excess liability in with minimum amounts as follows:

- A. Bodily injury \$500,000 per person, \$1,500,000 per accident
- B. Property damage \$50,000 per accident
- C. Excess liability, body injury \$1,000,000 per person

2.4.2 Certificates of insurance coverage shall be filed with the School District when the contract is executed, and shall carry the following endorsement:

*"It is agreed that such insurance as is afforded by the policy applied subject to the following provisions: Bodily Injury Liability and Property Damage Liability Coverage: The Company agrees that it will not use, either in the adjustment of claims or in the defense of suits against the insured from tort liability, any legal immunity the insured may possess solely by reason of its sovereign status unless requested in writing by the insured to interpose such defense."*

2.4.3 Contractor shall furnish and maintain during the life of the contract Worker's Compensation coverage for the protection of its employees in amounts required by law.

2.4.4 No liability resulting from a vehicular accident or any driver or operational negligence will be assumed by the School District, or its officers, employees or authorized representatives.

2.4.5 All certificates of insurance coverage furnished to the School District shall show the School District as an additional insured under the policy, and such certificates shall be in force at all times under the contract.

## 2.5 Service Condition

2.5.1 The number of students transported shall not exceed the rated manufacturer's capacity of the transporting vehicle. If passenger vehicles are used, i.e. private cars, the number of passengers shall not exceed five or the rated capacity of the vehicle, exclusive

of the driver. Scheduling of the students for arrival at the various school locations shall conform to school schedules, or to the schedule established by the School District.

2.5.2 Special education students shall be picked up immediately in front or as near as possible to their homes. A student shall load or unload at home or school only from the right side of the vehicle, except on a one-way street, where the non-traffic side of the vehicle may be used. Type III vehicles may be used only upon request of the Contractor and the approval of the School District.

2.5.3 No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the School District. The School District reserves the right to assign attendants to any vehicle in the best interest of any student.

2.5.4 The Contractor shall be highly selective in employment of its drivers. The Contractor will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who have been thoroughly checked for ability, character, integrity and fitness, and who are acceptable to the School District. The School District reserves the right to comment on the performance of any employee of the Contractor, and the Contractor shall take appropriate steps to improve services. The Contractor must agree to provide a minimum of eight hours of in-service time for all bus drivers utilized in the performance of the contract including substitute drivers or additional drivers for routes, which may be added, during the year.

Each driver must have a current criminal history background check to the satisfaction of the School District.

Contractor shall provide satisfactory evidence of the good health of each driver prior to each school year (or during the school year for new drivers) based on a physical examination as required by law. Such examination shall indicate that the driver complies with the minimum health standards required by the rules and regulations of the State Board of Education or any other state agency for school bus drivers. The Contractor shall pay the expense of the physical exam for all drivers, other than that paid by insurance.

The Contractor must comply with all state and federal laws governing the mandatory drug and alcohol testing of school bus drivers.

2.5.5 Contractor shall be responsible for handling complaint calls in accordance with the School District's procedures and policies.

2.5.6 The Contractor shall insure the following:

- A. All buses are operated with safe and reliable equipment, including an operable two-way radio.
- B. All drivers will comply with the rules and regulations of the U.S. Department of Transportation, the Federal Highway Administration, and the State of Minnesota and its applicable subdivisions (including the Department of Transportation, the Motor Vehicle Department, and the Minnesota Department of Education).

C. All bus operators and drivers control students' behavior on the buses in accordance with the School District's procedures and policies.

D. All buses are driven by qualified drivers as to licensure as well as ability to perform required duties (including the ability to follow established schedules on a timely basis and control student behavior on the buses).

E. In cases where students are transferred from one bus to another in rural areas, no student shall be left unattended (bus must wait until transfer bus arrives).

F. All accidents, physical injuries, emergencies, or other unusual occurrences involving the transportation of students must be reported in a timely manner to the Business Manager on a school accident form.

2.6 Fuel Adjustments. The District will purchase the fuel from a local supplier at a contracted price in order to service the amount needed for this contract, unless noted differently in Contractor's proposal.

2.7 Facilities. All vehicles shall be stored and maintained at the District's current transportation facility for the 2021-2023 school year. For all future years of the contract, Contractor may be responsible for any storage and maintenance facility.

### **SECTION 3. REIMBURSEMENT RATES AND BILLING**

3.1 Mileage for extracurricular trips shall be computed from the departure point of the trip at the school to the destination of the trip and return back to the departure point. Mileage from the Contractor's base to the departure point will not be charged to the School District. Mileage for use of the bus not related to the school event will not be reimbursed by the School District.

3.2 The Contractor agrees to submit bills for services rendered to the School District in a format prescribed by the School District and according to the billing schedule established by the School District.

### **SECTION 4. INCLUSION BY REFERENCE AND APPLICABILITY OF LAWS**

4.1 Anything herein notwithstanding, the successful Contractor shall comply with applicable provisions of State and Federal laws including the Motor Vehicle Code, State Board of Education or any other agency rules and regulations relating to student transportation, the construction, design, operation of equipment, and safety accessories for equipment, vehicle codes and other applicable laws, rules and regulations prescribed by the State or any political subdivisions thereof relating to the transportation of regular and special education students.

4.2 The School District shall require strict adherence to the terms of the specifications of the contract to be awarded in order to safeguard the comfort and safety of the students and to provide for the orderly operation of its program.

4.3 Acceptance of a proposal by the School District for the transportation contemplated by these specifications shall be reduced to written contract and the successful Contractor agrees to execute such contract, which will refer to and include by reference these specifications. It is understood that a contract for transportation will be effective upon award by the School District or execution following negotiation.

The successful Contractor shall comply with the School District's adopted transportation regulations, which are a part of its administrative code so far as they are applicable to the performance of transportation of students. A copy will be made available to any Contractor desiring to submit a proposal.



**Exhibit A / Appendix A – 1**

**Rates for Student Transportation Services**

**School Year – 2021-22; 2022-23 (Year ending July 30, 2023)**

**1. Regular “To and From” Routes:** The per bus cost for all regular “To and From” routes, for the days of school operation A.M. and P.M.

<b>Regular Route</b>	<b>2021-22</b>	<b>2022-23</b>
	\$ /Bus Per Day	\$ /Bus Per Day

**2. Special Ed. Routes:** The per bus cost for all Special Ed. Routes for the days of school operation

<b>Special Ed. Route (Type A or Type B)</b>	<b>2021-22</b>	<b>2022-23</b>
	\$ time/milage	\$ time/milage

**3. Special Ed. Routes:** The per van cost for all Special Ed. Routes for the days of school operation

<b>Special Ed. Route (Type III)</b>	<b>2021-22</b>	<b>2022-23</b>
	\$ time/milage	\$ time/milage

**4. Mid-day Routes:** The per bus cost for all midday routes for the days of school operation

<b>Mid-day Route (Type A or B)</b>	<b>2021-22</b>	<b>2022-23</b>
	\$ time/milage	\$ time/milage

**5. Mid-day Routes:** The per van cost for all midday routes for the days of school operation

<b>Mid-day Route (Type III)</b>	<b>2021-22</b>	<b>2022-23</b>
	\$ time/milage	\$ time/milage

**6. Late Activity Routes:** The per bus cost for all Late Activity routes for the days of school operation.

<b>Late Activity Route</b>	<b>2021-22</b>	<b>2022-23</b>
	\$ time/milage	\$ time/milage

**7. Summer School Transportation Services:**

Summer Route	2021-22	2022-23
	\$ time/milage	\$ time/milage

**8. Extra-curricular and Athletic Trips; Activity and Field Trips:**

Hourly/Per Mile Rate	2021-22	2022-23
	\$ time/milage	\$ time/milage

Submitted By

Firm:

By:

Title:

Exhibit B / Appendix B

Overview of Current Data/Needs

This Invitation for Written Quotations consists of supplying buses, vans and drivers necessary to perform the transportation services required to transport public and non-public students of the District during the school year, including the following projected services and service estimates:

**5.1.1. School Year:** consists of **167** elementary and secondary bus and student days (2021-22 & 2022-23)

**5.1.2. Regular “To and From” Route Services**

- a. continue a 1-tier schedule that requires minimum 9 morning and afternoon bus routes in school year 2021-22.
- b. routes conform to and consistent with the school start and dismissal times in SECTION 4.3.,
- c. provide the Extended Day services option.
  - 1) Extended Day/Targeted Services. The District may provide a program for students who have additional skill needs obtained in an after school extended day program. An additional bus run may be required at each elementary school during the school year, which additional run would be included in the Regular “to & from” route service.

**5.1.3. Special Education and PreSchool – In-District**

- a. provide an estimated 1 contracted special education routes morning and afternoon.

**5.1.4. Special Education and Special Needs Services – Out-of-District**

- a. provide an estimated 4-5 contracted special education routes morning and afternoon.
- b. provide an estimated 2 contracted special education midday routes.
- c. provide services to out-of-district education sites in the area, including Intermediate 287 sites

**5.1.5. McKinney-Vento Services for Displaced Students**

- a. provide an estimated 1 contracted homeless/high mobile (HHM) routes morning and afternoon.
- b. provide an estimated 1 contracted homeless/high mobile (HHM) midday routes.

**5.1.7. Extra-curricular and athletic trips**

**5.1.8. Field and activity trips**

**5.1.9. Summer School services**

- a. The District has a need for special needs student summer school transportation. The number of days has not been determined. Rates based on two (2) “live” hours daily are being requested for this service, if the District need occurs.
- b. Summer school services and rates will be the services and rates for the Contract Year ending July 31 each year.

#### **5.1.10. Non-Public School and Charter School Services**

The District provides route services to the one (3) non-public schools below. These schools do not require additional runs as they ride with students from Central Public Schools:

- a. St. John’s Lutheran
- b. Zion Lutheran
- c. Emmanuel Lutheran

### **SECTION 5.2: Transportation Services Criteria**

In the design and operation of its student transportation services, the District expects the Service Provider(s) to provide the requested services and satisfy the following student bus service guidelines, consistent with Minnesota Statutes 2019, Section 123B.88, other applicable state laws and regulations, and District policy and practices:

The District reserves its right to modify the eligibility policy as enrollments, natural conditions and District circumstances dictate. At this time, the District has no plans to change this eligibility policy.

1. submit written quotations for school years 2021-22 and 2022-23 based on the eligible students and regular and special needs students actually transported.
2. comply with District performance criteria including:
  - a. buses will arrive during an “AM window” of 10 minutes prior to the start of the school and/or designated school program;
  - b. buses will be in the designated loading area prior to the dismissal time for the school and depart seven (7) minutes after the dismissal bell;
  - c. bus loads will not exceed manufacturer’s capacity per bus and van;
  - d. reasonable bus loads for secondary and elementary students considering ride lengths and the age of students transported; and
  - e. student safety will be foremost in all services.
3. comply with the District policies for student transportation, bus safety and video equipment.
4. the District may utilize the state law for the voluntary surrender by parents and guardians of the bus privileges, as it deems appropriate from time to time.

### **SECTION 5.3: Description of the District Relative to Student Transportation Services**

The District covers a 154 square mile geographic area and serves approximately 915 students (2010-21) in grades PK – 12 and operates the school buildings shown below with start and dismissal

times are [\* subject to minor change]:. The District provides bus services to two nonpublic and charter schools.

<u>High School/Middle School</u>		<u>Start</u>	<u>Dismiss</u>	<u>Address</u>
Central High School and Central Middle School	6-12	8:00 AM	3:13 PM	531 Morse St, NYA
<u>Elementary Schools</u>				
Central Elementary	P-5	8:00 AM	3:13 PM	655 SW 7th St, NYA
Pre-School				
Kurious Kids	P	8:00 AM	3:13 PM	106 Paul Ave S, Cologne
<u>Non-Public Schools</u>				
St. John's School	K-8	8:05AM	2:45 PM	101 SE 2nd Ave, NYA
Emanuel Lutheran School These were our hours before COVID. We would prefer them moving forward.	K-8	7:30 AM	3:05 PM	18155 County Rd 50, Hamburg
Zion Lutheran School	K-8	8:00 AM	3:10 PM	14735 County Rd 153, Cologne

#### **SECTION 5.4: Enrollment Data**

The following table shows actual and projected\* enrollments (ADM) served through school year 2021-22:

<b><u>Publics:</u></b> (as of October each year)	<b><u>Grades</u></b>	<b><u>2018-19</u></b>	<b><u>2019-20</u></b>	<b><u>2020-21*</u></b>
<u>High Schools</u>				
Central High School and Central Middle School	6-12	538	536	538

<u>Elementary Schools</u>				
Central Elementary	P-5	416	401	379
<u>Subtotal</u>		<u>954</u>	<u>937</u>	<u>915</u>
<u>Non-Public/Charter Schools</u>		<u>2018-19</u>	<u>2019-20</u>	<u>2020-21*</u>
St. John's School	K-8	99	100	100
Emanuel Lutheran School	K-8	80	81	80
Zion Lutheran School	K-8	35	38	42

### SECTION 5.5: Mileage Data

The mileage incurred in completing the student transportation services is shown in the following table:

<u>Contractor Equipment</u>		<u>2018-19</u>	<u>2019-20</u>
Summer School, Learning Year	711	0	6,499
Open Enrollment	713	2865	9594
Kindergarten, Noon	716	0	0
Regular To & From	720	147192	86784
Regular Summer School	721	2407	2288
Disabled	723	138652	59779
Between Bldgs-Public	725	48	42
Between Bldgs-Non-Public	726	0	0
Special Trans/Homeless	728	3030	4463
Co-curricular & field trips	733	54750	29066
Ineligible	737	<u>0</u>	<u>0</u>
Total		<u>348,896</u>	<u>198,515</u>

The District does own or operate Type A, B, C and D buses and Type III vehicles at this time. The District reserves the right to reconsider that decision during the Term of any Agreements as provided herein, at its sole discretion.

### SECTION 5.6: Transportation of Students Ineligible for Bus Services.

Should the Service Provider decide to provide these services, the Service Provider must obtain the permission of the District and would be solely responsible for collecting the fees established in compliance with Minnesota Statutes 2019, Section 123B.36, Subd. 1 (b) (11). Further the Service Provider would hold the District harmless relative to these services under these circumstances.

A copy of this provision of state law is included for reference purpose:

*“123B.36 Authorized fees.*

*Subdivision 1. School boards may require fees. (a) For purposes of this subdivision, "home school" means a home school as defined in sections 120A.22 and 120A.24 with five or fewer students receiving instruction.*

*(b) A school board is authorized to require payment of fees in the following areas:*

*(11) transportation to and from school of pupils living within two miles from school and all other transportation services not required by law. If a district charges fees for transportation of pupils, it must establish guidelines for that transportation to ensure that no pupil is denied transportation solely because of inability to pay; . . . “*

#### **SECTION 5.7: Program Growth**

The District will reserve the right to increase or decrease the number of buses or vans over the life of the contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s). Should the program significantly change in scope then either party may request, following provisions in the Contract, that appropriate pricing adjustments be considered.

#### **SECTION 5.8: Present Service Providers/Contractors**

At the present time, the District contracts with Four Point O (4.0) for a majority of its regular route and trip student transportation services. The term of the present contracts expires with the end of school year 2020-21, or July 31, 2020. This Contractor transports eligible students on regular “to & from” routes, services for students needing special bus services, and certain field and activities trips.