

SANFORD SCHOOL DEPARTMENT
SANFORD, MAINE

REQUEST FOR PROPOSALS (RFP)
STUDENT TRANSPORTATION SERVICES

RFP Issue date:	December 10, 2018
Written Questions Due:	December 31, 2018
Proposals Due Date:	January 15, 2019
Anticipated Award Date:	January 28, 2019
Start Date:	July 1, 2019

SANFORD SCHOOL DEPARTMENT
STUDENT TRANSPORTATION SERVICES

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917 MAIN STREET, SUITE 200
SANFORD, ME 04073

REQUEST FOR PROPOSALS (RFP)

STUDENT TRANSPORTATION SERVICES

I. General Instructions and Requirements

OWNER CONTACT: Gwen R. Bedell Gadbois, CPA, CFE
Business Administrator (gbedell@sanford.org)
ADDRESS: 917 Main Street, Suite 200 PHONE: (207) 324-2810
Sanford, ME 04073 FAX: (207) 324-5742

INQUIRIES:

The Sanford School Department reserves the right to discuss bids with each Bidder/contractor to clarify any ambiguous points. Written questions from bidders on this bid package should be addressed to the person and address given above. Written questions will be accepted provided the questions are received at the date shown on the cover page of the RFP. Written answers to these questions will be supplied to all bidders at least one week prior to the bid due date.

DUE DATE:

All bids should be submitted, on the enclosed bid form, by **10:00 a.m. on Tuesday, January 15, 2019, to the Sanford School Department, 917 Main Street, Suite 200, Sanford, ME 04073.** Sealed bid envelopes should be clearly marked "Bid Student Transportation Services." Public bid opening will be held at this time and date at this location. Any bids received after this time will be returned unopened to the sender. Successful bidders should be prepared to interview between January 16, 2019 and January 18, 2019 at the office of the Sanford School Department.

CONTRACT TERM:

The contract shall be for 175 student days in each school year, unless shortened or extended by some action of the School Committee or state/federal requirements, meaning to include each and every day of the established school year. The contract term for student transportation services will be effective July 1, 2019. The contract will be awarded for a three (3) year period. If the Sanford School Committee is satisfied with the overall performance by the Contractor, then the Superintendent (or designee) may enter into discussion to extend the contract for an additional two (2) year term.

BID INSTRUCTIONS:

All bids must be submitted on the bid forms supplied with these bid specifications. No other bid format will be accepted. Bids shall be based upon a per diem rate as stated in the Bid Forms. Separate bids for individual routes will not be accepted.

Bidders must provide with submission of this bid an accident record report prepared by the bidders' insurance carrier. The Sanford School Department reserves the right at its sole discretion to waive any informality or irregularity in any bid, to reject any or all bids, to call for rebids, or negotiate with any bidder.

The successful bidder to whom the award is made shall enter into a written contract with the Sanford School Department within 60 days of award notice. This contract shall incorporate the requirements and provisions of these bid specifications and shall be in a form acceptable to the Superintendent of Schools.

A bidder filing a proposal thereby certifies that no member of the School Committee, no agent, nor any employee of the School Department has a monetary interest in the bid; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work; and that the bidder is competing solely on his/her behalf without connection with, or obligation to, an undisclosed person or firm.

Except where specifically limited by this contract, the bid price shall be construed to cover all costs incurred by the bidder to perform the work required by the contract. The estimated annual mileage is 350,000 for the purposes of establishing per mile rates as required in the Bid Form.

Nothing in this bid shall preclude the Sanford School Department from using its own vehicles for transportation purposes or to contract with other transportation providers when the Superintendent (or designee) chooses to do so.

The School Committee or its' agents, reserves the right to investigate the financial responsibility of any and all bidders to determine the ability of the bidder to assure service throughout the term of the contract.

Assignment or subletting of the contract, or work, or assignment of money due or to become due shall not be made without the written consent of the Superintendent of Schools.

The Superintendent of Schools (or designee) shall have the exclusive right to revise at any time the number of buses and the number of routes required including increasing and decreasing the mileage of each route to suit the needs of the Department. Such revisions shall be deemed an ordinary part of this contract. Additional/fewer buses and (routes) shall be deemed an ordinary part of this contract. Additional buses and (routes) shall be added to the contract and all provisions of the contract shall apply to the additional buses and routes. Reasonable compensation for such revisions will be made in accordance with the contract.

To qualify to bid, bidders must have been in the school transportation business for at least 5 continuous years and have experience with at least one bus contract requiring a minimum of ten (10) operating buses.

The competency, responsibility, experience, reputation and financial standing of the bidders will be considered in making the award.

The Superintendent of Schools (or designee) may at his/her discretion audit the Contractor's performance at any time to determine compliance with all aspects of the contract.

Should the successful bidder fail to comply with any of the terms or conditions set forth in this agreement, or should the School Committee, at its sole discretion, determine that the successful bidder is unfit, unqualified, or unable to perform the transportation needs of the School Department under the contract, or that the successful bidder is in breach of the contract, including without limitation, arriving late at pick up or drop off locations or failing to make scheduled or extra-curricular runs, then upon thirty (30) days written notice to the Contractor, the agreement may be terminated and the School Department may seek any other relief to which it may be entitled. The School Committee may also terminate the contract for any reason with or without cause on thirty (30) days written notice.

Award of a contract by the School Committee is subject to final one-time approval by the Maine Department of Education and is also contingent upon the availability of annual local and state funding.

No bid shall be withdrawn for a period of sixty (60) days from the date of submission.

In addition to any other rights the Sanford School Committee shall have the right to terminate this contract upon the dissolution, termination of existence, or insolvency of the successful bidder, or the assignment for the benefit of creditors, or the commencement by or against the successful bidder of any proceeding in or for bankruptcy, receivership, reorganization, insolvency, or dissolution of the successful bidder.

Proximity of the bus fleet to Sanford, ME will be one of the criteria used to evaluate the bids.

Upon termination of this contract, the Sanford School Committee may, in addition to any other rights it might have, employ another contractor to complete the terms of this agreement, and hold the successful bidder herein responsible for any extra expenses, loans, or damages suffered by the Sanford School Committee.

The contract may be amended by mutual agreement of both parties.

All bidders will submit with their bids evidence from an Insurance or Surety Company, licensed to do business in the State of Maine prior to contract start date, and will provide the bidder with a performance bond in the amount required herein if the bidder is successful.

The Sanford School Department presently runs eighteen (18) "large" a.m. and p.m. bus routes, as well as six (6) "small" a.m. and p.m. bus routes within the School Department's jurisdictional area. Additionally, there is one (1) "large" a.m. and p.m. bus route, and three (3) mini-van a.m. and/or p.m. routes outside the School Department's jurisdictional area. These bus routes are and will be constructed with the objective that no student will be required to ride longer than one (1) hour on any trip. Exceptions can be granted by the Superintendent of Schools (or designee), should placement require a student to be transported to a different location that would be unfeasible to meet the one (1) hour time frame.

- Each Bidder shall provide a list of references of at least three (3) New England schools, listing contracts held and the name, address, cell phone number and email address of a contact person at each school. By bidding, the Bidder and its employees understand the Board may check employment history, including without limitation, criminal arrest and conviction, record checks, reference checks, credit checks, interviews and release of investigatory information possessed by any local, state or federal agency relating to the Bidder or of any driver or employee of the Bidder.

- Each Bidder shall provide the Sanford School Committee as part of its bid package evidence of the following:
 - a. Experience in school bus transportation;
 - b. Available buses meeting the requirements listed herein;
 - c. Employment of licensed and trained drivers and trained monitors to enable it to perform the work to the satisfaction of the Sanford School Department;
 - d. That it has never had a contract terminated for cause;
 - e. That it has never been declared in default by a school; and
 - f. That it has the financial and organizational capacity to perform in accordance with the terms of the specifications herein.

II. Transportation Specifications:

Section I: Contractor Responsibilities – General

- 1-1 The Contractor shall be expected to make provision for spare equipment as shall be necessary to provide for the delivery of services stipulated in this contract. There should be at least three (3) spare buses available for use by the Contractor to provide services under this contract.
- 1-2 The Contractor shall ensure that all drivers and monitors are properly licensed, if applicable, and shall provide any training necessary to be certified by the Maine Department of Education Title 2—A Sec. 13024 and meet existing statutes and all Federal and State laws or regulations in force during the life of this contract.
- 1-3 The Contractor shall allow school buses to be operated only by trained and competent drivers who hold valid licenses for the operation of school buses in the State of Maine.
- 1-4 The Contractor shall work with the Sanford School Department to prepare a bus transportation schedule incorporating, scheduling and student pickup lists based on routes required or needed. The Contractor will implement the State of Maine, Department of Education supplied routing software “Transfinder” (or equivalent approved by the Sanford School Department) and support the Sanford School Department in its efforts to have “Transfinder” be the repository for pupil transportation information available to Department administrators and the public.

A copy of the present schedule, prepared with routes using “TransFinder” is available for examination by bidders by reviewing the Sanford School Department website at www.sanford.org. The format is to remain essentially the same and is to be presented to the Superintendent of Schools no later than the first (1st) Monday in August of each year. Final determination of schedules and routes shall be vested solely in the Superintendent (or designee). Consideration in preparing the schedule must be given to time of pickup, time of arrival at school, number of children on the bus, length of time on bus, convenience of routes to students and parents, state and federal law, and school policies.

- 1-5 During the entire term of this agreement, the Contractor shall comply in every aspect with all state and federal laws, rules and regulations affecting or regulating the transportation of children, including but not limited to rules and regulations promulgated by the Maine Department of Education.
- 1-6 The responsibility for hiring and discharging personnel with respect to the foregoing shall be that of the Contractor subject to approval of the Superintendent of Schools (or designee) as provided herein. It is expressly agreed that all bus drivers and the transportation coordinator referred to herein are employees of the Contractor and are not employees of the Sanford School Department (“Sanford” or the “Department”).
- 1-7 The Contractor agrees that it shall not enter into an agreement or arrangement with any employee, person or group organization which shall in any way interfere with the contractor’s ability to comply with this agreement. The contractor further agrees that the Superintendent of Schools (or designee) shall have the right to demand dismissal from the Contractor’s employ any person who in the Superintendent’s opinion is not qualified or is unfit to act as a transportation coordinator or school bus driver under this Agreement and if the Superintendent (or designee) so demands that person shall be dismissed forthwith.
- 1-8 The Contractor shall not assign or subcontract, or in any way transfer any interest in this contract without the prior, written consent of the Superintendent of Schools (or designee).
- 1-9 The Contractor shall have a toll-free telephone connection through which the School Department office may make immediate contact with the owner of his/her agent at any time during the regular school year. The owner or his/her agent shall be available to appear for conferences with the School Committee or its designee as necessary and as requested by the Superintendent at the Contractor’s expense.

- 1-11 Contractor is and shall in all events act as an independent contractor. Nothing contained herein and no action taken by a Contractor under this contract shall be construed as constituting a contract with an employee or representative of Sanford for any purpose whatsoever.
- 1-12 For the duration of this contract, it is anticipated that due to enrollment fluctuations or other factors such as length of riding time, that additional or fewer bus(es) and/or monitors may be required. If necessary, due to enrollment changes, the Superintendent of Schools (or designee) may authorize the addition or reduction of buses and monitors to the contract. The compensation paid by the Sanford School Department to the Contractor for these buses and monitors would be based upon the per bus and per monitor hour bid for the affected year(s).

Section 2: Contractor Responsibilities – Vehicles

- 2-1 All vehicles used in the execution of this contract shall be inclusive to meet the federal and state standards established for the construction of School Buses; shall be equipped, maintained and operated in conformance with all applicable laws, regulations, and rules of the State of Maine, the Maine Department of Education and the Registry of Motor Vehicles. The Maine Department adopts the National School Transportation Specifications and Procedures 2015 as enacted by the 16th National Congress on School Transportation and with some exceptions specific to Maine. The following exceptions apply:
- 2-1-1 Roof color exception: a white roof on a school bus is not a state school bus specification.
- 2-1-2 Air conditioning exception: air conditioning on a school bus is not a state school bus specification.
- 2-1-3 Overloading exception: overloading a school bus is prohibited.
- 2-1-4 Crossing exception: procedures for escorted crossing are not a state school bus specification.
- 2-1-5 Activity bus operation exception: replace with 49 CFR 395.5.
- 2-1-6 All vehicles will be equipped with an 8-hour internal storage capacity digital video camera. All cameras will be able to bookmark incidents and have automatic aligning to enhance bouncing around effect. Onboard/inside video systems (“surveillance cameras”) must include at least four cameras and have continuous recording of the inside of all new school buses.

- 2-1-2 School bus seat restraint (also known as seat belts) installation shall be a local decision except when federal mandated seat restraint installation is required on specific school bus types. If a SAU chooses to install seat restraints, the Department recommends three-point lap-shoulder belts.
- 2-2 The Contractor shall keep all equipment used in the transportation of students in good mechanical order at all times to pass the State School Bus Inspection. Said buses shall be kept clean and in sanitary condition and open to examination by the Superintendent (or designee) at unspecified times.
- 2-3 During the life of the contract, no bus older than ten (10) years and no van older than eight (8) years shall be used.
- 2-4 Each bus provided shall have a minimum seating capacity of twenty-eight (28), with two and two place seating allowing for adequate emergency escape out both front and rear exits. Each van provided shall have a minimum seating capacity of seven (7) passengers. All passenger seats shall be “seat belt ready”, i.e. no further modifications to the seat frames or vehicle will be necessary to install approved lap belt devices at each seating location to accommodate students aged PreK-12.
- 2-5 Buses used to transport students under this contract shall be clearly marked on the exterior SANFORD SCHOOLS. In addition, the bus number shall be placed on the front, rear and both sides of the vehicle in twelve (12) inch, black characters. The right side numbering shall be placed to the left and immediately adjacent to the services door.
- 2-6 The Contractor shall permit no advertisements, stickers, or posters of any kind to be attached to or displayed on any bus used for the transportation of school children.
- 2-7 Retread tires will be allowed on the front wheels of any bus. Snow tires will be required on all buses as weather conditions mandate.
- 2-8 The Contractor will provide a wheel chair accessible bus able to transport wheel chair students. Securing system shall be a four point Q-strait type system or a similar system. This bus must also have the ability to transport other students at the same time.
- 2-9 Vehicles used in the performance of this contract shall be available as soon as possible and at a minimum of a thirty (30) minute notice to provide transportation for emergencies and critical incidents. Further, the Contractor must provide vehicles available to respond to the scene of any breakdown within an agreed time of the notification of that breakdown.

- 2-10 All vehicles must be inspected before the start of morning, afternoon or mid-day school routes in compliance of Maine Department of Education Chapter 81. Inspection will include but not be limited to: brakes, lights, tires, radiator, oil, gas, heaters, and all safety appliances and accessories. Records of such inspection shall be maintained and made available to the Superintendent or his/her designee on demand.
- 2-11 A regular schedule for servicing all vehicles shall be maintained and shall include but not be limited to: oil, grease, tires, battery, brakes, and all safety appliances and accessories. All contractual services, maintenances, management, operational labor, etc., shall be the responsibility of the Contractor.
- 2-12 Two-way radio communication capability is required for all vehicles used in the transportation of Sanford students. All radios shall be further programmed with the private line (PL) feature. A base station for the school bus radios shall be operated by the Contractor and shall be manned during the normal operating hours of the school day. The Contractor will be responsible for the provision of the above described radios and their initial installation. Any vehicles used for out of district travel to special activities, athletic events and field trips must also be equipped with a cellular phone provided by the Contractor. The cellular phone is not to be used by the driver while the vehicle is in motion.
- 2-13 At the beginning of the contract period and every six months thereafter, the Contractor shall provide to the Superintendent of Schools or his/her designee, on an approved form, a listing of each vehicle to be used in fulfilling the contract for the coming school year. That listing shall include the vehicle's identification number, state registration number, vehicle model, year of manufacture and seating capacity.
- 2-14 Copies of the inspection reports prepared by appropriate State of Maine authorities regarding the contracted vehicle during the required "School Bus" inspections shall be forwarded to the Superintendent of Schools or his/her designee no later than ten (10) days following the date of inspection.
- 2-15 The School Committee reserves the right, at the sole cost of the Contractor, to require the inspection, and certification of the condition of buses at any time by the state agency charged with such inspections or at any garage of the School Committee's selection to meet all Federal and State regulations. The inspection shall include but not be limited to brakes, tires, lights, horns, mufflers, steering gear, windshields, windows, windshield cleaner, doors, or body construction.
- 2-16 All of the vehicles in this contract must have State and Federal mandated equipment specifically needed for the safe transportation of students.

- 2-17 Any vehicle upon which there is installed lap shoulder belt assembly or upon which there is installed a child restraint system shall have a minimum of one hand grip style seatbelt cutter. Such belt cutter shall be located in such a position that it can be reached by the driver from a fully seated position behind the steering wheel of the bus.
- 2-18 Contractor shall maintain a local office in the Sanford area to ensure communication with school staff can be maintained at all times.

Section 3: Contractor Responsibilities – Drivers

- 3-1 The Contractor shall designate a transportation co-coordinator to serve as a liaison between the Contractor and the Sanford School Department. This person may not be a driver and he/she shall be available to the School Department during all normal hours of school operation.
- 3-2 Each year of the contract on or before August 1st, the Contractor shall file for approval by the Superintendent of Schools, the name, address, and telephone number and social security number of each person who is proposed to operate a bus. Further, the same information for each newly hired driver candidate shall be submitted prior to the driver entering service. No person shall be allowed to operate any vehicle used to transport any student of the department without meeting Maine Department of Education certification requirements and prior to being cleared by the Superintendent of Schools. A driver shall not be approved by the Superintendent unless (a) the Contractor certifies that the driver meets the requirements as specified in Title 29-A, Section 2303 of the Laws of the State of Maine; (b) past performance is satisfactory as indicated by a Driver Record Report; (c) the Superintendent of Schools is satisfied that the driver has the necessary overall character and fitness for the responsibility.
- 3-3 In compliance with State of Maine law, all drivers, monitors and substitutes must undergo a criminal record check including fingerprinting. Drivers must satisfy applicable drug testing requirements at the expense of the Contractor.
- 3-4 In compliance with State of Maine and federal regulations, drivers shall receive physical examinations annually (cost borne by Contractor / Employer) and documentation of the examination shall be presented to the Superintendent of Schools prior to August 15th of each year, all at no cost to the School Department. If the Superintendent of Schools (or designee) is not satisfied as to the medical opinion, he/she may request that the driver in question be examined by a medical doctor selected by the Superintendent of Schools (or designee). In such case, the Department shall pay for the second physical examination.

- 3-5 The Contractor shall provide drivers trained in the operation of school buses in general and in the operation of the specific vehicles to which they are assigned. All drivers must also be trained to know the routes to which they are assigned. The Contractor shall pay all expenses related to the employment of drivers and monitors for the school buses, and shall be responsible for all aspects of their employment. The Contractor will provide a copy of the driver training plan to the Superintendent of Schools (or designee).

The Contractor shall maintain copies of the results of all medical exams and drug tests performed.

The Superintendent of Schools (or designee) reserves the right to consult in the hiring of drivers and monitors. The Contractor acknowledges that it is essential to Sanford School Department to retain a stable work force of bus personnel and will endeavor to retain effective drivers and monitors.

- 3-6 The Contractor will submit an ongoing plan for driver/monitor staff development specific to management of physical, mental and behavioral conditions unique to students as required by federal and state law and by the Sanford School Department.

Monitors, drivers and dispatch staff will often be provided personally identifiable student information. There is a need for these employees to be trained in confidentiality of information (FERPA) by the Superintendent of Schools (or designee) who will assist in this training. Special education bus drivers and monitors will be required to attend “De-escalation” training as provided by the Sanford School Department.

- 3-7 The bus drivers and monitors shall be responsible for maintaining order among the passengers at all times. Drivers shall report all cases of student misbehavior on buses and shall handle all disciplinary matters in strict accordance with the Sanford School Department policy and procedures. Students disobeying instructions of the driver shall be reported to the Administrator of the student’s school immediately for disciplinary action, but no later than the next school day following the incident.

- 3-8 Drivers shall remain in their respective buses at all times while on school property except in cases of emergency. Drivers are to remain on the bus at all times when children are aboard unless properly relieved.

- 3-9 Written permission of the Superintendent of Schools (or designee) shall be required to carry on school buses any person other than district students, school officials, teachers, or chaperones.

- 3-10 All drivers and monitors shall meet the requirements referenced in Maine Department of Education Chapter 81 Section 6 and be properly attired and neatly groomed at all times while operating or serving on any vehicles carrying students. This shall include clean clothing in good repair and evidence of good and generally accepted personal hygiene. No person evidencing alcohol or drug usage shall be allowed to operate or monitor any vehicle under contract to the School Department. Inappropriate language or graphics may not be worn or otherwise displayed on a person's clothing or body at any time. The wearing of visible body piercing devices other than lobe mounted earrings is not recommended.
- 3-11 Drivers and monitors shall not smoke or carry a lighted cigar, cigarette, marijuana, vape device or pipe when operating a bus.
- 3-12 Bus drivers do not have the authority to refuse any child, who is eligible for transportation, the right to ride the bus or to remove him/her from the bus without the prior, written approval of the Superintendent of Schools (or designee).
- 3-13 All drivers must, prior to driving, be the holder of a valid certificate indicating the completion of courses of instruction in school bus safety, defensive driving, school bus emergency evacuation and the American Red Cross Community First Aid and Safety Program. Each driver shall, at the Contractor's expense, attend training courses presented by or approved by the School Department regarding universal health precautions, student behavior management, and other mandated training of school employees as may be required by state or federal law.
- Additionally, all drivers will be required to receive training in Department transportation policies and procedures and student discipline.
- 3-14 The contractor shall provide sufficient drivers and buses as determined by the Superintendent of Schools (or designee) to conduct twice annual school bus evacuation drills at each of the district schools.
- 3-15 The assignment of students and monitors to Special Education vehicles shall be made by the Office of Special Services and/or the Superintendent (or designee).

Section 4: Contractor Responsibility – Insurance

- 4-1 The Contractor shall have in force for each school year not less than \$5,000,000/5,000,000 property damage and personal liability insurance, as will protect the Sanford School Department and its School Committee, and the successful bidder, from claims or damages because of bodily injury, including death, and for claims for damages to property, that may

arise out of, or result from, the successful bidder's operations under this contract. A certificate of such public liability insurance must be filed with the Superintendent of Schools prior to commencing service under the contract and prior to July 1 for each succeeding year of the contract period. Such certificate(s) shall assure that the Sanford School Department and the Sanford School Committee are named in the insurance policies as 'co-insured's' and shall guarantee thirty (30) days' notice to the School Committee of termination of the insurance.

- 4-2 Workers' Compensation coverage shall be provided by the Contractor for all of the Contractor's employees, and evidence of said coverage shall be filed with the Superintendent of Schools (or designee) no later than thirty (30) days before each contract year begins.
- 4-3 A performance bond equal to the total estimated amount of the annual contract shall be furnished before a contract is signed. The Contractor shall procure and maintain in force a performance bond from an insurance or surety company licensed to do business in the State of Maine for the benefit of the Sanford School Department conditioned upon the faithful performance of the terms of the contract.
- 4-4 The contractor agrees to indemnify and hold harmless the Sanford School Committee, the City of Sanford and all of their past, present and future School Committee members, officers, agents and employees in their individual and official capacities (hereinafter individual and collectively "Indemnities") from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (including without limitation those based on, asserting or arising out of negligence of Indemnities) (hereinafter in this paragraph referred to as "Claims"), including without limitation claims for property damage or bodily injury (including death), resulting from or arising out of the performance of this contract by the Contractor, its employees, its agents, or subcontractors. Claims to which this provision applies include, without limitation, the following: (i) Claims made or asserted by any driver, contractor, subcontractor, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) Claims made or asserted by any other person who may be injured or damaged by the performance of Contractor under this Contract; (iii) all legal costs and other expenses incurred by Indemnities in connection with any asserted claims to which this provision applies; and (iv) legal costs and expenses incurred by

Indemnities in enforcing this provision. This provision shall apply, without limitation, to all claims made by employees of the Contractor or of any supplier or subcontractor, in contractual privities with the Contractor regardless of any provisions of the applicable Workers' Compensation laws, and in particular regardless of the exclusive remedy and/or employer immunity provisions of those laws, all of which are expressly waived.

Section 5: Contractor Responsibility – Business Interruption & Protection

- 5-1 If unforeseen circumstance, such as weather, causes cancellation of school and eliminates the need for transportation services, and if the Contractor is notified of such cancellation, there shall be no payment to the Contractor for the canceled day.
- 5-2 If unforeseen circumstance causes early dismissal from school or a delayed start, and if the Superintendent of Schools (or designee) notifies the Contractor, the Contractor shall perform such transportation duties as may be required.
- 5-3 Failure to perform under the Contract shall constitute sufficient reason for excuse from contractual liability when such failure is due to public enemy, fire, earthquake, flood, or other act of God beyond the control of the Contractor or the Sanford School Department.
- 5-4 Repairs of vandalism experienced while transporting students or other authorized personnel under the terms of the Contract shall be the financial responsibility of the Contractor.
- 5-5 If local or State funding is insufficient in any year due to voter disapproval of the Department's operating budget or a change in the state school funding laws, the Contract may be terminated at the end of the Contract year without penalty to Sanford School Committee. In the event sufficient funding is not appropriated by local voters or by the State, the Sanford School Committee may terminate this Contract upon the event of such non-appropriation, and upon such termination neither party shall have any further obligation to the other under the Contract.

Section 6: Contractor Responsibility – Operations

- 6-1 Routes and route schedules will be developed by a representative of the contractor using "Trans Finder" or equal software approved by the

Sanford School Department. The Sanford School Committee reserves the right to rearrange or adjust routes and schedules when it is in the best interest of the public schools to do so.

- 6-2 Route schedules shall be maintained in such a manner that students and parents may anticipate that pickup or drop off will occur within five minutes of the scheduled time.
- 6-3 The contractor will provide sufficient buses on a daily basis to meet all regular bus route needs and assignments.
- 6-4 Buses will operate at all times that schools are open.
- 6-5 All vehicles shall be cleaned by sweeping or vacuum cleaning daily, and shall be maintained free of noxious odors and poisonous gases at all times. In addition those vehicles, within which a possible exposure to blood borne pathogens has occurred, shall be disinfected in accordance with guidelines set out in 29 CFR Part 1910.1030 or as it may be amended from time to time.
- 6-6 The interior and exterior surfaces of all windows shall be maintained in a clean and safe condition, weather conditions permitting. Under no conditions shall vehicles be operated when the operator's vision is impaired by conditions of the glass surfaces to the point where the safety of the passengers is placed in jeopardy.
- 6-7 Windows may be opened in the vehicle when weather conditions permit.
- 6-8 Operators shall report complaints by students or parents of students to the Superintendent of Schools (or designee) promptly through the bus company's designee.
- 6-9 The operator shall place the safety of student passengers above any other consideration at all times and shall not leave vehicles unattended when students are in the vehicle except for an emergency involving a radio failure and then only if the students are safer in the vehicle than in the surrounding environment.
- 6-10 In accordance with Laws of the State of Maine no operator shall allow the number of passengers riding in the vehicle at any one time to exceed the number of seats, nor shall that operator drive that vehicle until each passenger is seated.

- 6-11 The operator shall complete the assigned route for that vehicle. Additions or deletions to the scheduled stops may be made with written permission of the Superintendent of Schools (or designee).
- 6-12 The temperature of the bus interior, during winter months shall be maintained at a minimum average of fifty-eight (58) degrees Fahrenheit when the vehicle is occupied.
- 6-13 There will be no smoking, eating or drinking by operators or monitors while transporting students to and from school or during any other school trips. Further the use of profane or immoral words or language is not permitted by staff or students.
- 6-14 Only those persons authorized the Superintendent of Schools (or designee) shall be transported by the vehicles while performing contracted work.
- 6-15 No one but the operator shall occupy the driver's seat.
- 6-16 The operator shall not leave his/her vehicle unattended with the motor running.
- 6-17 No fueling of the vehicle shall take place while the vehicle is occupied by passengers.
- 6-18 The Contractor shall employ sufficient supervisory personnel to insure that all drivers are properly and adequately supervised at all times.
- 6-19 All drivers shall be available for all required and mandatory in-service training referenced in Maine Department of Education Chapter 81 Safety Rules for Transportation and all Sanford School Department policies, including without limitation sexual harassment training, to be conducted by a qualified trainer provided by the Contractor.
- 6-20 The Contractor may conduct training sessions for pupils in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available for this activity but it will be the Contractor's responsibility to coordinate such training programs with the schools.
- 6-21 The Contractor shall immediately make a verbal report to the Superintendent of Schools or his/her designee in the event of an accident involving any vehicle actually transporting pupils at the time of the

accident. The verbal notification shall be followed, in not more than twenty four (24) hours, by a written report of the accident detailing the names and addresses of the operator and each of the children on board the vehicle at the time of the accident, all of the circumstances leading up to the accident, the accident itself, the names and addresses of other parties, if any, involved in the accident, and the names and addresses of the injured, if any. In addition the contractor shall include a copy of the official police report of the accident. It is the responsibility of the Contractor to insure that the report is received in hand within the time specified above using whatever means is necessary.

- 6-22 The Contractor shall submit any information required by the Department to complete Maine Department of Education reports in a timely manner.
- 6-23 The Contractor shall operate school buses in such manner and at such speeds as to insure the highest degree of safety for the pupils, and shall comply with all state and local laws regarding operation.
- 6-24 The Contractor shall carry out student evacuation bus drills on a regular basis under a plan submitted to and approved by the Department.

Section 7: District Responsibilities – Payments

- 7-1 The Contractor shall be paid on a monthly basis upon submission of detailed invoices in a form approved by the Department commencing in September 2019.

III. Current Data

Section 8: Schools to be serviced

8-1 Students shall be transported to and from the following school locations in accordance with established transportation policies and the following schedule both of which are subject to change by action of the Sanford School Department.

2019-2020 School Year Configuration Only

Willard Elementary School ** 668 Main Street Sanford, ME	Grades 1-4 8:25 a.m. – 3:05 p.m.
Sanford (Jr. High) Middle School 52 SHS Boulevard Sanford ME	Grades 4-8 7:50 a.m. – 2:20 p.m.
Sanford High School 100 Alumni Boulevard Sanford, ME	Grades 9-12 7:50 a.m. – 2:20 p.m.
Carl J. Lamb Elementary School 233 Shaw's Ridge Road Sanford, ME	Grades K-4 8:25 a.m. – 3:05 p.m.
Lafayette Elementary School** 69 Brook Street Sanford, ME	Grades K-3 8:25 a.m. – 3:05 p.m.
*Margaret Chase Smith Elementary School 248 Twombly Road Sanford, ME	Grades K-4 8:25 a.m. – 3:05 p.m.

**Slated to be closed in 19-20, but reopen in School Year 20-21*

*** Slated to be closed permanently after 19-20 School Year*

St. Thomas School
69 North Avenue
Sanford, ME

2020-2021 (& Future) School Year Configuration - will be modified to reflect the reorganization of the Sanford Elementary Schools.

Section 9: Route Descriptions

- 9-1 Currently there are nineteen (19) “large bus” morning and afternoon routes, as well as six (6) “small bus” morning and afternoon routes. The Contractor shall supply regular transportation to and from all Sanford schools for all Sanford students designated by the Sanford School Committee, grades pre-kindergarten through twelve, inclusive. (No pre-kindergarten routes established for years 2019-2020; but Pre-K routes will be established in year 2020-2021). The bus routes, including numbers of pupils, destinations of pupils, pick-up and unloading points, and time of pick-up and unloading, shall be determined by the Sanford School Department with the advice of the Contractor. Routes will be published by the Carrier a minimum of four (4) weeks prior to the beginning of the school year.
- 9-2 Students will be transported according to established School Committee policy. The Superintendent of Schools (or designee) reserves the right to vary the above limits because of illness, physical handicaps, hazardous walking conditions, etc., by written direction to the Contractor.
- 9-3 Regular bus routes are and will be constructed with the objective that no student will be required to ride longer than one hour on any trip. The routes posted on the Department’s website are those in effect at the time of the bid requests and are provided as examples only and are subject to change.
- 9-4 Routes Beyond the Department’s Jurisdiction: Placements outside its jurisdiction include Southern Maine and bordering New Hampshire.

Section 10: Additional Route Requirements

- 10-1 The Superintendent of Schools (or designee) may add additional routes such as late-day trips at a cost per route as outlined in this contract. Any additional routes which may be added are subject to all provisions of the Contract.
- 10-2 If an increased number of buses becomes necessary beyond those stipulated in the specifications, ninety (90) days’ notice shall be given to the Contractor by the School Department. Upon receipt of said notice the Contractor shall be obligated to provide the increased number of buses within said ninety (90) days. The compensation due to the Contractor because of an increase in the number of buses shall be the per bus bid provided by the Contractor.

- 10-3 If, as a result of revisions made by the Superintendent or decreases in enrollment, affecting the number of buses required before the start of the contract year, thirty (30) days' notice shall be given to the Contractor. The reduction in the payment to the Contractor due to a reduction would be the per bus bid by the Contractor for each bus deleted
- 10-4 Contractor agrees to provide transportation for special events and field trips as requested by the Superintendent. Field trips and special event trips (chorus, band, extended learning opportunities, etc.) trips are conducted throughout the school year. The Superintendent of Schools reserves the right to contract with other contractors or to use School Department equipment for field trips and athletic trips should the need arise.
- 10-5 The Contractor will provide a minimum of four (4) "large" buses on a daily basis to meet all extracurricular needs and assignments. Special event trips vary throughout the year. Due to the fact that special event trips often depart at the same time when regular school day afternoon runs commence, the Contractor shall assure the availability of an adequate number of buses to provide transportation at all times for these trips. Contractors shall notify the Sanford School Department within prior twenty four (24) hours of such trips if they cannot meet this requirement. Field Trip operations are not permitted to interfere with regular school bus operations for the schools, and a school bus must be made available for the regularly assigned routes. Any chartered services using a marked "Sanford Schools Bus" must provide covering for the school name and "School Bus".
- 10-6 Payment for field, athletic and special event trips shall be the price per mile and a price per hour, as bid for the applicable contract year. For athletic events, buses will be available at SHS/SJHS within twenty (20) minutes of dismissal time.
- 10-7 The Contractor or his drivers shall not be required to travel on any road, street or way that is not officially accepted and maintained by either the State of Maine or City of Sanford. Exceptions to the policy shall be approved by the Sanford School Department and the Contractor.

IV. Bidder Supplied Documents:

- **GOOD FAITH STATEMENT (Exhibit #1)**
Bidders are advised to complete the attached 'Good Faith Statement' and return it with their bid.
- **PROFILE OF EMPLOYEES (Exhibit #2)**
Bidders are advised to complete the attached 'Profile of Employees' and return it with their bid.
- **STATEMENT OF EXPERIENCE AND ABILITY TO PERFORM (Exhibit #3)**
Bidders are advised to complete the attached 'Statement of Experience and Ability to Perform' and return it with their bid.
- **BID FORMS (Exhibit #4)**
Bidders are advised to use the bid forms provided.

Failure to submit any of these required documents will constitute disqualification of your bid.

V. Award Criteria:

The award will be based on bid price and vendor qualifications and experience. The Sanford School Department reserves the right at its sole discretion to waive any informality or irregularity in any bid, to reject any or all bids, to call for re-bids, or negotiate with any bidder.

BUS ROUTES 2018-2019

Please see our current Bus Routes and Parent Information posted on our web site, www.sanford.com, Family Links, Busses & Transportation.

EXHIBIT #1

Sanford School Department
Student Transportation Services

GOOD FAITH STATEMENT

To: Superintendent of Schools
917 Main Street, Suite 200
Sanford, ME 04073

Dear Superintendent:

The undersigned represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other bidder for the same work; that this company is duly informed with respect to the specifications contained in the 2018 RFP for furnishing student transportation services, and that examinations and estimates have been made based upon these specifications.

The undersigned understands that the Sanford School Department reserves the right at its sole discretion to waive any informality or any irregularity in any bid, to reject any or all bids whole or in part, to call for re-bids, to negotiate with any bidder, or accept any bid even if that bid is not the lowest, if the School Department deems it to be in its best interest.

With the above understanding, the undersigned proposes to furnish to the Sanford School Department transportation services, and to comply in all respects with the specifications provided for the sums stated on the bid form.

Company _____

Address _____

Name _____

(typed)
Signature _____

Title _____

Date _____

EXHIBIT #2

Sanford School Department
Contract for Student Transportation Services

PROFILE OF EMPLOYEES

Company Name: _____

Owner of Company Representative: _____

# Years Employed	Bus License Expiration Date
---------------------	--------------------------------

Transportation Co-Coordinator: _____

Named Drivers:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Named Monitors:

_____	_____	_____
_____	_____	_____

Named Mechanic(s):

Named Office Personnel:

EXHIBIT #3

Sanford School Department
Contract for Student Transportation Services

STATEMENT OF EXPERIENCE AND ABILITY TO PERFORM

1. How long have you been in the School Bus Transportation business?

2. How many school buses do you own at present? _____
Can you meet the needs of the Sanford School Department as described in the RFP? Yes ___ No ___

3. Names and locations of school systems to which you have been or are presently under contract and number of buses:

a. _____ No. of Buses _____

b. _____ No. of Buses _____

c. _____ No. of Buses _____

4. List three (3) additional references with contact names, addresses, cell phone numbers and email addresses:

5. List your current insurance coverage and insurance carrier and attach Certificate of Insurance:

Insurance Coverage _____ Insurance Carrier _____

General Liability? _____

Automobile Liability _____

Excess Liability _____

6. State your plan for location and garaging of buses used to provide transportation services to the Sanford School Department:

7. Description of safety training plans for students and drivers which you propose to follow under the contract (submit narrative on separate sheet of paper if desired):

Company _____

Address _____

Name (typed) _____

Signature _____

Title _____

Date _____

EXHIBIT #4

Sanford School Department
Contract for Student Transportation

BID FORM

Any award shall be subject to negotiation of other terms not inconsistent herewith and final authorization of such contract by the Sanford School Committee. Accordingly, an award shall not create a contract binding on the Sanford School Department.

BIDDER: _____
ADDRESS: _____
CONTACT: _____
PHONE NO.: _____
E-MAIL: _____

ALL BIDDERS MUST COMPLETE PART I.

Bidders are requested to fill in below the appropriate figures for the duration of the contract. A figure should be placed on the line per mile for 350,000 miles per year and on the line beside it for all miles driven in excess of the 350,000 a year.

**PART I
BUSES**

	Mileage	Excess miles
2019-20	_____ per mile	_____ per mile
2020-21	_____ per mile	_____ per mile
2021-22	_____ per mile	_____ per mile
<u>Optional</u>		
2022-23	_____ per mile	_____ per mile
2023-24	_____ per mile	_____ per mile

PART II
BIDDING FOR DRIVER SERVICES AS WELL AS BUSES

Bidders are requested to fill in below the appropriate figures for the duration of the contract. A figure should be placed on each line for hourly rate for drivers for regular driving time and a separate hourly figure for waiting time during athletic events and field trips if different than the regular hourly rate.

	HOURLY RATE DRIVING TIME	HOURLY RATE WAITING TIME FOR ATHLETIC/FIELD TRIPS
2019-2020	_____per mile	_____per mile
2020-2021	_____per mile	_____per mile
2021-2022	_____per mile	_____per mile
<u>Optional</u>		
2022-2023	_____per mile	_____per mile
2023-2024	_____per mile	_____per mile