



SCHOOL ADMINISTRATIVE UNIT FIFTY-SIX

Rollinsford School District – Somersworth School District

51 West High Street

Somersworth, NH 03878

(603) 692-4450 • Fax (603)692-9100



December 18, 2020

Request for Proposals

RFP – 12-20

REGULAR STUDENT TRANSPORTATION FOR ROLLINSFORD SCHOOL DISTRICT

You are cordially invited to submit bids for Regular Student Transportation Services in accordance with the attached specifications, terms and conditions. Prospective submitters are advised to read this information over carefully prior to submitting their proposals.

A copy of the RFP for the Regular Student Transportation Services is located on www.sau56.org or call 603-692-4450.

All RFP's (Three (3) copies and one (1) signed) must be submitted in a **sealed envelope, plainly marked:**

"Sealed RFP – 12-20 –Regular Student Transportation Services"

SAU#56

51 West High Street

Somersworth, NH 03878

Proposals submitted by facsimile or electronic mail will not be considered

All RFP's **must be received no later than Friday January 29, 2021 at 2:00 PM.**

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The Rollinsford School District currently transports its regular education students to the following schools: Rollinsford Grade School and Marshwood Middle and High Schools in Eliot, Maine. Transportation is provided by one Carrier utilizing the same three buses.

The Rollinsford School District is soliciting bids for either one Carrier to provide all regular education transportation or for multiple Carriers to provide transportation to one or more of the schools. In completing the bid form at the end of this RFP, bidders have the option to submit bids for one or more schools or any combination thereof. If a bidder submits a bid for more than one school, the bidder must indicate on the bid form whether its bid is contingent upon being awarded the contract for all the schools for which a bid was submitted.

Bid Acceptance and Rejection: The Rollinsford School District reserve the right to accept any bid and reject any bid; to award the bid to other than the low bidder if deemed "bid most advantageous to the School District" in the sole discretion of the School Board; to accept the bid on one or more items of the proposal, on all items of the proposal or any combination of items of the proposal, and to award the contract to one bidder or multiple bidders on an individual item basis or such combination as shall best serve the interest of the School District. The School District reserves the right to waive any informality in, or reject any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled opening of the bids. Any bid received after the time and date specified shall not be considered. The School District also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation. Responsive Proposals shall provide that the terms of the Proposal shall remain valid for at least 120 days.

Late Bids: Any bids received after the specified date and time will not be considered. Fax and electronic mail bids will not be considered.

Section I: General Conditions

- 1) The term of the contract is three years, with an option at the sole discretion of the School Board, to renew the contract for an additional two years.
- 2) The successful bidder will be the only carrier permitted to furnish school bus transportation for the Rollinsford School District, with the following exceptions: (a) that the School Board reserves the right to transport special education students by other carriers. This would include inter-district as well as to/from outside district; (b) that the School Board reserves the right to transport Career Technical Center students by other carriers. (c) should the equipment requested not be able to be provided by the carrier on the dates(s), time or type requested; (d) trips paid from other than district funds; (e) field trips.
- 3) Bidder shall provide a list of at least five school districts or school organizations they have provided transportation services to in the last three years. The list will include the name of the school district, contact person, and phone number.
- 4) The current starting and ending times of the schools are as follows:

Rollinsford Grade School	08:40-03:00 Monday through Friday.
Marshwood Middle School	07:30-02:20 Monday, Tuesday, Wednesday and Friday.
Marshwood Middle School	08:58-2:30 <i>Thursday Only</i> .
Marshwood High School	07:30-02:15 Monday, Tuesday, Wednesday and Friday.
Marshwood High School	09:00-2:30 <i>Thursday Only</i> .

These times may be changed at the discretion of the School Board.

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- 5) Middle and High School students may ride the same bus.
- 6) All bidders must submit with their proposal evidence from an insurance company, licensed to do business in the State of New Hampshire that will provide the bidder with a performance bond in the amount required herein if the bidder is successful.
- 7) A performance bond, in the total estimated amount of the annual contract, will be required. The Carrier shall procure and maintain in force a performance bond from an insurance company conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred percent of the estimated first year's contract and one hundred percent of each succeeding year of the contract. The Rollinsford School District will not pay for the bond. In addition the successful bidder agrees to carry insurance in the amount specified in Section 19.
- 8) The School Board may promulgate policies dealing with student welfare, conduct, and control. The Carrier must comply with all such policies. Bidders must comply with current School Board policies, which are enclosed with these specifications.
- 9) The Carrier will administer student discipline in accordance with School District Policy. The invoicing will reflect hours and dates for work completed.
- 10) The Carrier will transport only students and teachers for the term of the contract. No exceptions will be permitted unless special permission has been obtained from the Rollinsford School District.
- 11) Each bidder must furnish a schedule of vehicles to be used in fulfilling the terms and conditions of this contract.
- 12) Each bidder must list any legal proceedings pending against them or any legal proceedings that have been resolved in the last five years.
- 13) The successful bidder will provide a transportation manager or supervisor who shall be responsible for all matters relating to the administration of pupil transportation services, special arrangement and contract administration. This shall include but not be limited to the availability of all buses and equipment; all matters of vehicle maintenance and inspection, hiring, training and supervision of bus operation, scheduling, driver training, and ongoing driver certification (including mandatory drug testing and criminal history records checks as required by RSA 189:13-a), bus evacuation drills, parent and community related student safety, student bus behavior, and assistance to the school department on pupil transportation projects and budgeting. It is required that this person be available on a daily basis.
- 14) The Rollinsford School District is scheduled to operate for no less than 177 days. The Superintendent of Schools reserves the right to cancel scheduled days because of weather or other emergencies. If the Carrier transports students, for any reason, for more or less than 177 days, the contract price will be adjusted at the contracted unit price.

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- 15) The Rollinsford School Board reserves the right, at any time during the term of the contract, and after consultation with the Carrier, to cancel said contract when the terms of the contract have been violated or the vehicles provided by the Carrier are being operated in a condition or manner which imperils the safety of the passengers. The Rollinsford School District shall have the right to declare the Carrier in default if (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Carrier; or (d) the Carrier is unable to provide evidence of required insurance coverage as set forth below. If the Carrier is declared in default for any reason, the Rollinsford School District shall have the right to terminate the contract. In the event of a contractual termination, the Rollinsford School District reserves the right to employ another carrier to complete the term of this agreement. The original Carrier shall be responsible for any extra or additional expense or damages suffered by the Rollinsford School District. In that event, the Carrier will be required to indemnify the Rollinsford School District for any loss that may be sustained.
- 16) The Carrier agrees to be in full compliance at all times with applicable state and federal regulations, including insurance requirements, and shall carry all such insurance. The said insurance will protect the Districts, its officers and employees, from any claims and demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation.
- 17) The carrier agrees to maintain and pay for all Unemployment and Workers' Compensation insurance as may be required by both Federal and State of New Hampshire laws on all his/her employees engaged in the performance of the terms of the contract. Copies of said insurance policies shall be filled with the Board prior to inception of services under this contract Agreement.
- 18) The Rollinsford School Districts shall pay the successful bidder on a monthly basis, with a total of 10 equal payments. Carrier shall submit monthly invoices for services provided, with the first payment being in the month of August. Other transportation services paid for monthly on the basis of invoices submitted to the School Department by the Carrier.
- 19) Liability Coverage: During the term of the contract the Carrier shall maintain general liability coverage in an amount not less than \$3,000,000, and commercial vehicle liability coverage for bodily injury and property damage in the amount not less than \$5,000,000 combined single occurrence limit, and workers' compensation coverage as required by federal and state statute. Certificates of insurance naming Rollinsford School District and SAU 56 as additionally insured entities must be filed with the SAU 56 Superintendent of Schools within two (2) weeks of the award for services, and not later than July 1st of each contract and contract option year. The Insurance Certificate shall provide that no less than thirty (30) days prior notice of insurance cancellation or material change in coverage shall be afforded to Rollinsford School District.
- 20) Indemnification: The Carrier shall defend, hold harmless, and indemnify to the maximum extent provided by law, Rollinsford School District, the Rollinsford School Board, their officers, agents, employees from and against any and all claims, suits or demands for injuries or damages of any kind to any person or firm, in any way arising out of the performance of the contract.
- 21) Non-Appropriation. The contract shall include a non-appropriation clause which states, "In the event that sufficient funds are not appropriated for student and / or school transportation services during the ensuing fiscal year, the Rollinsford School District may terminate this agreement by written notice within thirty (30) days of adoption of the district budget for the fiscal year in question, and the agreement shall be terminated effective immediately."

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22) Contract Documents. The contract documents shall consist of the "Request for Proposal - Student Transportation Services", any questions and written explanations or clarifications of the RFP provided, all documents submitted by the Carrier in satisfying this request, and signed contractual agreements executed in a form approved by SAU 56 and the Rollinsford School District.

Section II: Routes and Schedules

The successful bidder shall provide sufficient vehicles and drivers to maintain pupil transportation times compatible with existing schedules. The Principal's Office must be notified whenever buses are running late. In the event that the District changes the school starting and ending times during the term of the Contract, the successful bidder shall make the necessary adjustments to comply with the changed times.

- 1) The Carrier is responsible for establishing routes and bus stops, using relevant School Board policies.
 - a. The initial route schedule and stops shall be submitted to the Superintendent of Schools or his/her designee for review by July 31. The proposed schedule shall be submitted to at least two local newspapers by August 15. Each successive year of the contract this procedure will be followed.
- 2) Route adjustments: The Carrier shall be flexible in adjusting routes to meet changing factors. The Carrier shall also be flexible in extending routes to accommodate new residential developments or to serve pupils moving into areas where pupils initially did not live.
- 3) Routes are to be planned so that students do not arrive at school more than ten minutes prior to opening, wait at the close of school more than ten minutes, and that the ideal route shall be 25 minutes but in no case may a route be more than 45 minutes.
- 4) The Carrier will maintain routes and time schedules as set and will give prompt notice if any difficulty develops. Changes in routes or time schedules shall be made only after prior notification to the Superintendent of Schools or his/her designee. The Carrier is responsible for communicating route schedules to families and pupils. Whenever a route change occurs, the Carrier is responsible for notifying families and pupils.
- 5) The Successful bidder shall 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.
- 6) Field trips: Field trips are scheduled for the most part during school hours. There may be occasions when certain trips will run beyond the normal school day, or be conducted on weekends. Provisions for handicapped accessibility must be considered when scheduling buses for field trips.
- 7) Athletic trips: Athletic trips are scheduled for the most part after school hours. There may be occasions when certain trips will start before school ends or on weekends.
- 8) The successful bidder will meet at least semi-annually with the District for the purpose of reviewing any concerns by either party regarding student conduct, discipline or operations. Other meetings may be scheduled as needed.

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Section III: Buses

- 1) A bidder must provide sufficient buses to comply with all proposals and alternatives.
- 2) All vehicles provided by the successful bidder must comply in every respect with all local, New Hampshire State and federal laws, regulations, and ordinances applicable to the transportation of pupils.
- 3) The successful bidder will provide spare buses in the event of a failure of one of the buses. Spare buses must be available within 20 minutes of a breakdown.
- 4) Standees will not be permitted.
- 5) The successful bidder agrees that buses will not operate above rated capacity.
- 6) No vehicle may be more than five years old during the life of the contract. The bidder must provide a list of buses to be used to start the first year of the contract showing: Make, Year of Manufacturer, mileage, and condition of vehicle with their bid submittal.
- 7) Each vehicle shall be equipped with a digital camera for surveillance and monitoring student behavior.
- 8) All buses must have Rollinsford School District written on the sides.
- 9) The School Board has the right to increase or decrease the number of buses at the beginning of each school year to conform to changes in student population and retain the right to change opening and closing times of school.
- 10) If at any time during the term of this contract additional buses or fewer buses are required, the Carrier will provide or delete buses at the existing contract rate. The School Board reserves the right to increase or decrease the number of buses upon written notice to the Carrier. The Carrier must comply within two (2) weeks after receipt of written notification. An adjustment in the contract price shall be made for any increase or decrease in the number of buses.
- 11) The School Board estimates that three (3) eighty-four (84) passenger buses will be needed on a daily basis for transportation of Rollinsford students to and from school.
- 12) The School Board may request one 1) mid-day Kindergarten bus to deliver students to and from school. The School Board reserves the right to add or eliminate any and all mid-day runs as it deems fit.
- 13) Radio Communication. All buses shall be equipped with two-way radio communication equipment having sufficient capacity for communication between each bus and the Carrier's dispatch terminal. The Carrier shall provide each bus / driver with a cell phone for use when the bus is out of radio range (e.g., field trips, athletic trips).

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- 14) Inspection. All buses must be cleaned and inspected daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by the Carrier, and made available to SAU 56 and the Rollinsford School District upon request. The SAU and the District reserves the right, at the sole cost of the Carrier, to require inspection and certification of the condition of the buses at any time by the Division of Motor Vehicles of the New Hampshire Department of Safety.

A vehicle not passing the daily inspection shall not be utilized to transport students until it will pass the daily inspection. A pass will be deemed to mean that all inspected items are in good working order.

- 15) Regular Service Interval. A regular schedule for servicing all vehicles consistent with manufacturer's recommendations and fleet maintenance standards shall be maintained and shall include, but not be limited to oil, grease, tires, battery, brakes, lights, all equipment related to wheelchair accessibility, and all safety appliances, monitors, and accessories. Records of maintenance activities shall be maintained by the Carrier, and made available to SAU 56 and the District upon request.
- 16) Bus Cleanliness. The buses shall be cleaned each day, and through the day as required, to help ensure a healthy and safe environment for the passengers.

Section IV: Drivers

- 1) There will be no smoking by the driver while transporting children to and from school or during any other student transportation activity.
- 2) The successful bidder will furnish to the School Board a list of all drivers at least 30 days prior to the start of the school year. All drivers are subject to a criminal record check in accordance with RSA 189:13-a.
- 3) All drivers must be properly licensed to drive the vehicles to which they are assigned, and will be in good physical condition at all times during which they are engaged in driving duties. The successful bidder will conduct mandatory drug and alcohol testing and that it will furnish copies of the results to the Superintendent of Schools on request. The successful bidder agrees that all regular and substitute drivers employed by them will be 18 years of age or older.
- 4) Drivers will not leave the bus unattended when children are in a bus. In an emergency the safety of the children is the first priority.
- 5) All drivers are subject to School Board approval. The School Board may withdraw its approval of any driver who does not meet the standards of good moral character and is not a good example for children.
- 6) Pupils are not allowed to leave any school bus, except at their regularly designated stops unless there is a specific approval by the Superintendent of Schools or his/her designee.
- 7) The speed and method of operation of buses shall insure a high degree of student safety.
- 8) Drivers may be requested to enforce a bus pass system. The system will be developed in conjunction with the successful bidder.

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- 9) When picking up or dropping off students at respective schools only approved pick up and drop off points will be used.
- 10) The School Board may establish policies/codes of conduct for students riding buses, and school bus drivers will be required to enforce those policies/codes of conduct.
- 11) Requirements
 - a. All bus drivers shall be of good health, reputable character, and exhibit an ability to work cooperatively with students, student families, SAU 104, the District and members of the public.
 - b. All bus drivers will enforce those reasonable rules of behavior required by SAU 104 and the Carrier. Operators or the Carrier's designee shall report in writing to SAU 104, on a form provided by the Carrier, the names and offenses of students who fail to abide by the expected rules of behavior while on the bus.
 - c. No driver will allow children to leave the bus except at scheduled stops unless authorized by the SAU.
 - d. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
 - e. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
 - f. A driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.
 - g. Drivers shall not be permitted to carry any person, other than students assigned to the bus, or a school officer, teacher or chaperone while transporting students without the express consent of the Carrier and SAU 56 with exception of Carrier employees such as supervisors or driver trainees, and bus monitors.
 - h. Drivers shall not permit any person other than authorized law enforcement and emergency personnel (or those identified above) to step aboard the bus while students are present in the vehicle.
- 12) Tobacco Use. Bus drivers may not use any tobacco products while transporting students, while alone on the bus or while on SAU 104 or District property.

Section V: Adjustments

During the term of the contract there may be situations when adjustments may need to be made to the existing contract. Examples: Extracurricular change, change in program, population shift, redistricting, financial conditions, late runs, activity bus, etc. It is agreed that the district may delete, add or change portions of the transportation system if financial conditions warrant the change.

Section VI: Proposal Specifications

Proposals must include the following information:

1. A general profile of the firm, including the location of the transit terminal in and from which buses will be housed, dispatched and maintained.
2. Appendix A - "RFP Quotation Form" completed and signed for the base request and the alternate.
3. An inventory listing of buses to be used in the first year of the contract. This listing shall include the make of the bus and bus body, year of the bus' manufacture, capacity, present mileage, and general condition for each bus.

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4. A statement regarding the respondent's training and safety programs for bus drivers.
5. A statement regarding the respondent's recruitment programs to hire and retain bus drivers.
6. Names, addresses, phone numbers, and contacts in other public school systems, particularly those similar in size to SAU 56 and the Rollinsford School District, for whom similar services have been delivered in the past five years, or are currently being delivered.
7. A statement regarding any past or pending litigation with a client.
8. The name, address, telephone number, fax number, cell phone number, and email address of the firm and the contact person for this proposal.
9. Three copies of the completed proposal and one signed original document are requirements at submission.

Respondents may additionally be asked to provide copies of audited financial statements for the most recent three (3) fiscal years, and / or a five (5) year loss run history from the respondent's insurance company, a letter from the respondent's insurance broker to the effect that the carrier has not defaulted or had a contract terminated for cause in the last five years.

Submission and Opening of Proposals

1. Proposals must be submitted in sealed envelopes clearly marked "Regular Student Transportation Services Proposal" no later than 2:00 PM EST on Friday January 29, 2021.
2. Proposals may be delivered in person, by courier or by USPS to the SAU 56 Business Office, 51 West High Street, Somersworth, NH 03878. ***Proposals submitted by facsimile or electronic mail will not be considered.***
3. All proposals will be opened at the above date, time and place, but will only be available for inspection by interested parties following the award of the contracts, including any further action by SAU 56 or the Rollinsford School District respecting the Responsive Proposals.
4. Any information provided in a proposal becomes available for public inspection and distribution as required under New Hampshire "right-to-know" laws. All proposals will become the property of SAU 104 and the Rollinsford School District.

Further Information

Carriers interested in making a submittal are directed not to make personal contact with the Superintendent, Assistant Superintendents or any member of the SAU 104 Board, and / or School Board Members or employees or agents from the Rollinsford School District. Any contact will constitute grounds for disqualification of consideration. Questions about the RFP, its content, proposal format or any other questions deemed necessary to submit a qualified proposal must be directed to:

Katie Krauss, Business Administrator
603-692-4450 or e-mailed at kkrauss@sau56.org

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**REGULAR STUDENT TRANSPORTATION
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(This form becomes Schedule A upon signature of a contract)

The undersigned agrees to furnish Pupil Transportation as described in the Specifications for Regular Student Transportation Services at the following costs:

	Year 2021-2022	Year 2022-2023	Year 2023-2024	Year 2024-2025	Year 2025-2026
1. Total Cost for three 3 buses for <u>Rollinsford Grade School</u> with 84 passenger capacity per the specifications for <u>177</u> days.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Total Cost for a mid-day for <u>Rollinsford Grade School</u> Kindergarten buses (not currently used) specifications for <u>177</u> days.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Total Cost for two 2 buses for <u>Marshwood Middle & High Schools</u> With 84 passenger capacity per the specifications for <u>175</u> days.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Cost/Rate for <u>Marshwood Middle & High Schools</u> After School Programs.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Cost/Rate for Field trips.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Cost/Rate for Athletic trips.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Optional Cost for Homeless transportation.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Fuel Adjustment Rates:					

It shall be assumed that the cost of diesel fuel will range from \$ _____ to \$ _____ for the duration of the contract.

It shall be assumed that the cost of gasoline fuel will range from \$ _____ to \$ _____ for the duration of the contract.