REQUEST FOR PROPOSAL

FOR

STUDENT TRANSPORTATION SERVICES



ISSUED BY

Midway R-1 School District

December 11, 2023

NOTICE OF PROPOSAL

The MidwayR-1 School District is requesting proposals to furnish student transportation services. The district is seeking a provider that will assure safe, reliable, cost efficient student transportation services.

| The contact person at the district is: | Heath Oates, Superintendent |
|--|-----------------------------|
| | Phone: 816-250-2994 |
| | FAX: 816-899-2823 |

PRE-BID MEETING

All interested vendors may attend a pre-bid meeting at which time district personnel will be available to answer questions regarding the proposal. The meeting is scheduled for **Tuesday December 19, 2023, 10:00AM** at the Superintendent's Office, address below.

Proposals are to be received by the District office **no later than 1:00 p.m., Thursday January 4**, **2024**. Proposals are to be submitted to the district office in a sealed envelope, clearly marked, *"Student Transportation Proposal"*, and addressed to:

Midway R-1 School District Heath Oates, Superintendent 5801 E State Rte 2 Cleveland, MO 64734

<u>General Instructions:</u> Vendors are required to <u>*clearly identify any deviations from the specifications*</u> in their proposal document.

- 1. The district reserves the right to accept or reject any or all proposals received and any part thereof and to waive all technicalities, and to accept the proposal that will best serve the public interest and the interests of the school district. Final acceptance/rejection will be made by the Board of Education.
- 2. In making an award recommendation, the district will take into consideration, but will not be limited to, the following: Cost, Experience, Financial Stability, Reliability, References, and Information on Proposal Form.
- 3. The proposal is for, but not limited to all regular routes, summer school route and activity buses, student transportation, fleet maintenance, and transportation management. The initial contract term shall be for a period of 3 school years beginning August 1, 2024. The initial contract term shall be for the 2024-25, 2025-26, and 2026-27 school years. The District shall have the option to extend the contract for an additional two years based on the mutual agreement of both parties.

Fleet Specifications:

4. The contractor shall furnish vehicles used for transporting pupils that meet all requirements of the Missouri Department of Elementary and Secondary Education, and the Missouri Department of Transportation at all times. All buses shall be subject to inspection at all times, as to the condition of the buses and overloading, by school officials of the District, Missouri law enforcement officials and/or any person designated to do so by the Board of Education. Any vehicle not meeting these requirements shall be immobilized until the requirements have been met.

- 5. Contractors shall not use any bus that is more than 7 (seven) years old at the start of the school year for regular route service in meeting the requirements of this contract. Buses will be diesel powered and all buses shall have automatic transmissions. Provisions related to electric buses and/or alternative fuels of any kinds are subject to negotiant and approval by the district.
- 6. All buses shall be equipped with roof mounted strobe lights, fire extinguishers, biohazard kits, GPS monitoring devices, and video recording systems as approved by the district.
- 7. The contractor will add buses as requested in writing by the district as soon as possible and always within 60 days of the written request.
- 8. Sufficient spare buses will be furnished, at no charge to the district, in case of breakdown, routine service, and to provide activity trips. Two trip buses shall be a maximum of 3 years old at the start of each school year. Other spare buses may be up to twelve years old at the start of the school year. All spare buses shall be equipped and maintained in the same manner as regular route buses.
- 9. The Contractor will be responsible for the supply and upkeep of all car seats, harnesses/restraint systems mandated by Federal, State, or Local law and/or are requested by the District.
- 10. All regular route buses are to display bus numbers that are six (6) inches tall at the front of each beltline.
- 11. All regular route buses are to be lettered "Midway R-1", centered on each beltline with lettering to a minimum of three (3) inches tall.
- 12. The district has an existing two-way radio system that the contractor may utilize for all bus communication with the district and/or across buses. The contractor may decide to furnish two-way radios for each bus, but must provide the district with two working radios, including spares. The Contractor will be responsible for the maintenance and upkeep of all installed school bus mobile systems and the base system.
- 13. Any installation or modification of equipment required by a change in any applicable law or regulation shall be made by the contractor without cost to the school district.

Legal Matters and Insurance

14. The Contractor shall maintain in full force insurance underwritten by a company normally recognized as being financially sound, reputable, and licensed to do business in the state of Missouri. The Contractor shall maintain insurance as set forth below during the agreement period and shall furnish a certificate of insurance for General and Auto Liability coverage, and for Worker's Compensation coverage. The Contractor shall furnish new Certificates of Insurance for liability coverage and for Worker's Compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to the District.

General and Auto Liability insurance shall be maintained to protect the Contractor from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of the Contractor under the agreement. General and Auto Liability insurance shall each have a combined single limit of Five Million Dollars (\$5,000,000). The District shall also be listed as an Additional Insured. Worker's Compensation insurance shall be maintained as required by law and to protect the Contractor from claims, which may arise from its operation as per the agreement.

15. The Contractor agrees to hold harmless and indemnify the district from every claim or demand which may be make by reason of injury to a person or property caused by any act, neglect, default, or omission of the Contractor under the performance of their student transportation contract with the district.

- 16. The Contractor shall be responsible for the proper licensing of all buses. The Contractor shall be responsible for the employment of competent drivers, subject to district approval, and be responsible for Workmen's Compensation Insurance, all employee unemployment, social security, payroll and taxes. The Contractor shall insure that all drivers meet all standards specified in the Missouri State Transportation Laws and Regulations, and Standards of the Missouri Department of Elementary and Secondary Education.
- 17. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the school district. Should the Contractor be allowed to assign any contract awarded, any assignment shall not operate to increase the cost to, or reduce the obligations owed to the district. The student transportation contract shall be binding upon the successors of the parties.
- 18. The District shall excuse the Contractor from performance during the time and to the extent that the contractor is prevented from performing in the customary manner by act of God, fire, flood, war, riot, civil disturbance, picketing, governmental action, vandalism, strike, lockout, labor dispute or any condition or cause which is beyond the control of the Contractor.

Facilities

- 19. The Contractor must operate from its own facility. The district does not have available space to park buses.
- 20. The Contractor shall provide at least one phone number and fax line for communication with local supervisor.

Fleet Operations

21. The Contractor shall transport each eligible student requesting transportation. The manufacturer's rated bus capacity shall not be exceeded at any time.

The Contractor shall have the primary responsibility of planning all routes and schedules. The routes will be approved by the Administration and the Board of Education, and the District reserves the right to modify routes and schedules as needed.

The District's Current Bus Vendor is presently operating

- 5 regular bus routes per day. (Mileage below=total daily miles)
 - o 107 miles
 - o 40 miles
 - o 98 miles
 - o 95 miles
 - o 109 miles
- 1 Bus to transport students to Cass Career Center in Harrisonville (39 daily miles)
- 1 Bus to transport students to the LEED Center in the RayPec School District (37 daily miles)
- 1 In-district SPED Van with (15 daily miles)
- 1 Small Bus to Grace Early Childhood (56 daily miles)
- 1 Van to Sherwood Autism Center (140 daily miles) + Monitor
- Non-reimbursable miles for 2022-23 were estimated to be 34,073. The district currently operates on a 158-day school year, but may reduce or increase the operating days as necessary. The district may run one summer school route that picks up in designated areas, and one additions SPED Van.

Though no students require its use at this time, the district may request the use of a wheel chair lift bus or van, per student need.

- 22. The Contractor shall make available to the District a complete route map(s) and/or route description by a mutually agreed dated each school year and no later than August 19.
- 23. The Contractor shall furnish the District at the beginning of each school year typed itineraries of all approved routes before transporting students. As routes are updated, updated itineraries are to be provided to the District for each school, Elementary, and High school administrator and the Central Office. Itineraries at the minimum shall include the order of stops, student name, grade level, time of boarding, location, and telephone contact number. A current route itinerary shall be on each bus while transporting students.
- 24. The Contractor shall conduct practice runs of all routes at the beginning of each school year prior to transporting students on the route. The Contractor shall not be compensated for the practice runs. The purpose of practice runs are to determine the route's timing and efficiency of the route.
- 25. Immediately after the last student gets off the bus at the end of any trip, whether it be for unloading students at school, dropping off the last student in the afternoon, unloading students on a field trip, athletic trip, etc., the driver shall walk to the back of the bus, check for students and any items remaining on the bus. <u>Please explain in your bid response the methods your company uses for child check.</u>
- 26. Preventative maintenance shall be preformed on all buses with each and every bus being inspected by Contractor staff at least monthly throughout the school year. Records of the inspections are to be kept on file at the transportation terminal for District inspection. Buses shall be cleaned inside and out as necessary, repairs to visible body damage inside or out shall be made as soon as reasonably possible after such damage occurs.
- 27. The Contractor agrees to be responsible for the periodic instruction of employees in those practices that assure the highest degree of safety and protection to the student.
- 28. All problems with respect to discipline of students on buses are to be handled by the school supervisor, administrator, or the district's appointed designee. Drivers may issue corrections within reason to students or other riders.
- 29. All fuel used in the operation of the school buses to provide transportation services, for the duration of the contract, shall be provided by the District.

Personnel

- 30. The contractor must supply a solely designated manager for the contract to act as the operations manager. This person shall be available to the district and patrons during all regular working hours of school days for the purpose of handling routing, assignments, and communication and behavior issues, communicating with MoDot regarding sign placement and road construction issues, and emergencies.
- 31. The Contractor shall provide its own mechanic as approved by the bus manufacturer, State, and Federal DOT and the Missouri State Highway Patrol.
- 32. The Contractor shall supply trained bus monitors when requested by the District to be available for the morning and afternoon routes. Bus monitors shall be trained to perform the following duties:
 - a. Help maintain order loading and unloading students at school
 - b. Work with the bus driver as a team to maintain discipline and ensure a safe environment on the bus; record and report all inappropriate behavior, injuries, accidents, and incidents involving students.
 - c. Sit at the back of the bus or behind all students on the bus.
 - d. Be familiar with transportation policies and procedures.

e. Assist students with activities they cannot do themselves, such as fastening seatbelts, Securing wheel chairs, and any other special devices.

Currently the Contractor employs _____ bus monitors.

- 33. The Contractor may utilize, at the request of the district, district personnel as drivers for student activities trips, providing that the drivers meet the Contractor's requirements for licensing and training.
- 34. All drivers shall drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations. The Contractor agrees to notify both the Superintendent and the principal of the school serviced by any bus that is involved in an accident, upset, or an accident involving injury to any person immediately upon the Contractor bus manager's knowledge. If the schedule is altered because of an accident, notification shall be made immediately upon the Contractor bus manager's knowledge.
- 35. The Contractor shall be responsible to pay for all CDL training; licensing, physicals, and drug/alcohol testing related to District student transportation services.
- 36. The contractor must supply all the drivers who shall operate the buses and these drivers must meet these requirements and standards at a minimum:
 - A. Be licensed in accordance with all applicable federal, State of Missouri, and State Board of Education laws, regulations, or policies, and be 21 years of age or older.
 - B. Have an acceptable driving record as verified by a license check with the Missouri Department of Revenue.
 - a. The contractor shall verify each driving record every year.
 - b. The contractor shall not use drivers to fulfill the contract that have accrued more than four moving violations for any reason in the last three years.
 - C. Be of good moral character. No person shall be permitted to provide services where the report of criminal history convictions, as obtained through the Missouri State Highway Patrol, indicates the person has been convicted of a felony or a misdemeanor as specified in 302.272 RSMo. The district will not approve the employment of drivers who have recent felony charges on their background check. The district should be consulted where it is not clear if driver meets the district's expectations.
 - D. Must have drivers submit to an annual Department of Transportation (DOT) medical examination by a physician licensed to practice medicine in the State of Missouri that indicates the driver has no limiting conditions for the safe operation of a school bus.
 - E. The contractor must ensure that each driver is adequately trained before transporting students. Such training shall include, at a minimum, all the following and be adjusted to meet state requirements.
 - a. Each new driver shall have a minimum of forty (40) hours of training in the safe operation of a school bus which shall include both classroom and behind-the-wheel instruction.
 - b. The behind-the-wheel instruction shall be a minimum of six hours with the trainee driver in control of the bus.
 - c. The contractor shall conduct, at a minimum, regular training sessions for all drivers in the following areas: safety, student management, emergency procedures, operational procedures, defensive driving. This should be at a minimum of 10 hours per year or the minimum number of hours required by state statute.
 - d. The contractor shall have a written safety training program for all drivers similar to the Missouri School Bus Driver Training Program.
 - F. The contractor shall evaluate the performance of each driver at least once each school year. The evaluation shall include, but not be limited to, observing the driver's driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published routes and time schedules.

- G. The contractor shall maintain records on all employees that demonstrate that all personnel requirements of the contract have been met.
- H. The District reserves the right to require the contractor to investigate any employee's performance. The school district shall be the sole judge if any employee may not be used to fulfill the contract and retains the authority to have the Contractor remove or terminate the employment of any employee whose personal habits and conduct are detrimental to the welfare and best interest of the students transported.
- 37. In the event the contract is awarded to a contractor not currently being used by the district, the incoming contractor agrees to make a good faith effort to retain the previous contractor's employees who wish to remain in their positions, providing the incoming contractor finds them suitable for employment.

Emergency Procedures

- 38. The contractor shall have at least one emergency evacuation drill each semester. The first drill shall be prior to October 31st, each year.
- 39. The contractor shall develop an emergency plan for transporting students home from school early in the event of severe weather or failure in a school's mechanical system.
- 40. In the event of questionable road conditions, contractor shall physically check the district roads and streets and advise the superintendent as to their safety and passability by 5:30 a.m. on any given day in question or at other times at the District's request. The superintendent shall have final authority to determine transportation of pupils for any given day.
- 41. Emergency transportation shall be provided at a level of service equal to all other transportation services.

Recordkeeping and Reporting

- 42. The Contractor shall see that each driver keeps an accurate attendance record of bus riders as required by the State Department of Elementary and Secondary Education and/or District policy.
- 43. The Contractor shall report monthly mileage reading and fuel consumption of each bus used during that month to the District.
- 44. The contractor will save and maintain video recordings of bus trips and GPS / timestamp records of trips and will provide them for viewing by District officials when requested.

Invoicing and Payment

- 45. The Contractor is to invoice the District on a monthly basis for all services provided under the student transportation contract with activities, athletics, early childhood, and vo-tech transportation broken out and listed separately. The Contractor will be paid after the completion of each school month following provided the District receives an accurate invoice by the Wednesday prior to the second Monday of the month following the provision of the services. The first payment will be made in September with payment for ancillary transportation to be included.
- 46. The contract for student transportation services will be a continuing contract. Both parties will continue to observe its provisions for succeeding years, with increases of no more than 5% for years 2 and 3 of the contract, or subsequent years mutually agreed to by both parties.

UNLESS:

a. The Board of Education notifies the transportation Contractor in writing no later than March 1 of the current school year that they are not to be employed under the terms of the existing contract for the upcoming school year,

OR...

- b. The Contractor notifies the Board of Education, in writing not later than March 15 of the current school year to the effect that they are not willing to accept employment of the upcoming school year under the terms of the existing contract.
- 47. The Contractor's cost proposal is to be submitted on Attachment "A".

Current Pricing (158 day contract)

| \$300.17 | per day |
|----------|---|
| \$91.34 | per day |
| \$174.71 | per day |
| \$146.09 | per day |
| \$292.18 | per day |
| \$93.98 | per day |
| \$17.48 | per hour |
| \$1.02 | per mile |
| 38.98 | |
| | \$91.34 \$174.71 \$146.09 \$292.18 \$93.98 \$17.48 \$1.02 |

Student Transportation Costs Midway R-1 School District

Bid Price

| DESCRIPTION | 2024-25 | 2025-26 | 2026-27 |
|--------------------------------------|---------|---------|---------|
| 71 Passenger Route Bus (each) | | | |
| Vo-Tech Route Bus (LEED Center) | | | |
| Vo-Tech Route Bus: Cass Career | | | |
| Monitor Per Hour Charge | | | |
| Lift Charge (if separate from above) | | | |
| Activity Trips: Per Hour | | | |
| Activity Trips: Per Mile | | | |
| Minimum Trip Charge (Each) | | | |
| Shuttle Charge (Each) | | | |
| | | | |