REQUEST FOR PROPOSAL for STUDENT TRANSPORTATION SERVICES

Hancock Place School District and Lindbergh Schools

All questions and submissions must be submitted through Lindbergh School's online Vendor Registry system. <u>Vendor Registry</u>

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1.0 Introduction

Lindbergh Schools and Hancock Place School District (Districts) are seeking proposals for a professional student transportation services contractor (Contractor). Both parties are interested in finding the most effective and efficient transportation services for our students. The Districts currently share a local bus garage. The Districts intend to continue this shared use if possible, and it is believed that having a single Contractor serving both Districts will result in increased efficiency and cost savings. However, the Districts will choose their own Contractor independently based on their individual needs, and the selected Contractor(s) will have a separate contract with each District. Contractor(s) are not guaranteed that selection by one District will also result in selection by the other District.

- Hancock Place School District is located in South St. Louis County. The District covers 4 square miles and serves approximately 1200 students, K-12. The district has three campuses, one for elementary, middle and high.
- Lindbergh Schools is also located in South St. Louis County. The District covers over 24 square miles and serves approximately 7500 students, K-12. The district consists of 6 elementary schools, 2 middle schools and 1 high school. Lindbergh School also is home to the St. Louis Regional Program for Exceptionally Gifted Students (PEGS). This program offers curricular acceleration and enrichment opportunities for exceptionally gifted students in grades 1-12.

Qualified contractors are invited to submit a complete proposal as defined in this Request for Proposal (RFP). The selected Contractor will be expected to commence services beginning no later than July 1, 2024.

Except as indicated or elsewhere stated in this RFP, the use of the term "District" shall refer to both Districts individually.

2.0 Timeline

The timeline listed below is the District's estimation of the time required to complete the selection process. All efforts will be made to abide by this schedule; however, it is subject to change at the District's discretion.

Publish Request for Proposals Wednesday, November 15, 2023

Advertise in local newspapers Thursday, November 23- Dec. 14 2023

Deadline for Questions Wednesday, December 13, 2023

RFP Submission Deadline Wednesday, January 3, 2024 2:00 pm

RFP Public Opening on Zoom Meeting ID 919 8182 2966 Passcode 293535

Vendor Interviews TBD

Recommendation Board Approval January 2024

3.0 General Information

Services will include home to school and school to home transportation for students during the term of the school year and the extended year services such as summer school. Transportation for other educational programs or activities as requested by the Districts will be expected to be designed and managed in a manner that promotes the following:

<u>Service Quality</u>: While the cost of service must and will be considered as responses are evaluated, the responder's ability to provide a high level of service will be given equal consideration. The Districts strive to provide the highest level of excellence within all educational and support service areas. This expectation extends without question to the area of student transportation. Service level quality is defined as, but not limited to:

- The development of a safe and caring culture for all students, staff and parents.
- On-time performance to school or program locations.
- A high level of customer service.

<u>Asset and Capacity Efficiency</u>: Achieving a high level of efficiency throughout the Districts is a primary goal. Strategies to accomplish maximum efficiencies will include:

- Combination (tiered) runs: Bus runs may be planned to serve one or more schools or programs when feasible within level of service standards.
- Capacity Utilization: Bus runs will be planned to utilize available seating to the greatest degree possible within regulation standards.

4.0 Scope of Work

4.1 General Service & Contractual Requirements

Subject to the other provisions contained in this RFP and the subsequent Contracted Service Agreement, the Contractor will furnish bus transportation to all students of the District for whom the District will order such service. The requirements for service delivery include, but are not limited to the following.

- Transportation will be to and from school and a point at, or reasonably near, their
 residence or a location approved by the District. Each student will arrive at school
 within a reasonable time span set by the superintendent or designee prior to the
 start of school. The return trip from school will begin not more than ten minutes
 after the official closing of that school.
- The Contractor will provide adequate management personnel, router/office clerk, mechanics, drivers and monitors to provide transportation services as required by this contract and will ensure all Contractor personnel follow and implement all District policies and procedures.

- The District will work with the Contractor to schedule as many bus runs per vehicle per day as necessary to provide the most efficient use of vehicles. Maximum optimization of vehicles may be made possible by staggering school starting times and any other measures deemed appropriate by the District.
- The Contractor agrees to comply with all applicable federal, state, local and District rules, laws, policies and regulations.
- The Contractor will fully coordinate all contract activities with the District's superintendent or designee.
- The Contractor will not be held or deemed in any way to be an agent, employee or official of the District, but rather an independent Contractor furnishing transportation services for the District.

4.2 Authority of Superintendent

The superintendent or designee is recognized as the duly appointed agent of the District in approving all routes and schedules and in dealing with the Contractor on behalf of the District for purposes of this contract.

4.3 Days Operated

The regular school term consists of instructional days scheduled where students at all levels will attend on the same days, although the number of instructional days is subject to change based on District or the State of Missouri requirements. The summer school term will be determined each school year.

4.4 Cancellation of School

The Contractor will provide transportation each day of the school year, as established by the District. School closing for inclement weather or other unexpected events will be a matter of determination by the District. The Contractor will provide transportation in all weather conditions unless directed otherwise by the District. The Contractor will assist the District in evaluating road conditions during inclement weather. The Contractor will not be paid for days when transportation is not provided. When schools are dismissed early due to inclement weather, the Contractor will be paid for actual services rendered that day.

4.5 Vehicle Equipment Requirements

Contractor will provide buses in sufficient numbers to efficiently transport all students for whom the District orders services, including an adequate number of spare buses to ensure continuous service without interruption. Buses will be of sufficient capacity to permit every pupil transported to be seated. This includes a minimum of two buses equipped with lifts

capable of providing transportation to students with special needs. Bidders must specify the model year, sizes, chassis and body of buses available for service of this contract.

- ➤ Vehicle Compliance The Contractor must provide school buses that meet or exceed all applicable Federal Motor Vehicle Safety Standards and the requirements of the current Missouri Minimum Standards for School Buses. The Contractor will ensure that school buses used in the contract be constantly equipped and maintained to pass inspections as required by the State of Missouri. A bus in out-of-service condition pursuant to inspection criteria may not be used to transport students.
- ➤ Prior to being placed in service, each school bus to be used in the performance of this contract will have passed all inspections required by law. It will be the sole responsibility of the Contractor at all times to maintain the qualifications for school buses on hand or in the District and to provide and furnish the services to be performed by it under this contract without interruption. The Contractor will pay for all inspection fees and licenses required for the operation of school buses and will pay all taxes imposed by reason of ownership of transportation equipment or the operation of its transportation services.
- > Subject to Inspection All school buses will be subject to inspection at all times as to conditions and overloading, etc., by law enforcement agencies, District officials, or by any person so designated by the superintendent or designee to inspect the same. Any vehicles not meeting these requirements will be immobilized until the requirements have been met.
- Availability During winter, the Contractor will provide freeze plug engine heaters, or other means for assuring that all buses, including standby buses, have a minimum inside temperature of 40 degrees F when students are transported.
- > Vehicle Age -
 - 1. Primary Pricing Proposal (See required format / template):

A eight (8) year maximum bus age with a maximum five (5) year fleet average.

- Pricing Proposal Alternate 1 (see required format / template):
 A ten (10) year maximum bus age with a maximum six (5) year fleet average.
- > Spare Buses Spare buses must be in good condition and subject to the same compliance standards established above.

- The Contractor will be required to have at least a fourteen percent (14%) standby bus to active bus ratio that are at all times inspected, operational and available.
- The size of spare buses must be appropriate for backup of the overall fleet of regular route buses; e.g., a backup lift bus, and backup bus for larger loads, etc. However, spare buses are also used for athletic/activity trips that must leave while regular route buses are picking up or taking students home.
- For these purposes, at least 50% of spares should be 84-passenger vehicles.
 In the event route or spare buses are removed from the fleet for an extended period of time for repairs, the Contractor will be responsible for replacing the bus(es) until the bus(es) is (are) returned to service

4.6 Bus Equipment Requirements

- The Contractor will equip every school bus, including spares, used to fulfill this contract with a two-way digital radio system providing clear radio coverage for all buses within the boundaries of the District. The system must be a UHF radio system with District-wide voice and GPS/AVL data communications, capable of meeting FCC requirements for ultra-narrowband (6.25khz or equivalent) and will include 2 base units (one for each depot). The system should also include handheld mobile radios to allow for communication away from the office setting. The cost of purchasing and installing all necessary equipment, maintenance of the system, and FCC licensing will be the responsibility of the Contractor. The radio communication system will be used solely for buses servicing the Districts. The Contractor will have no more than two hundred (200) buses on the same radio frequency.
- The Contractor will equip every school bus, including spares, with a PA system for use by the driver to communicate with passengers.
- The Contractor will install and maintain crossing guards arm/gate on all school buses, as required by law, at no additional cost to the District.
- > Buses must be numbered as requested by the District. All buses, including spares, must be equipped for adjustable route identification signs on the outside of the bus directly below the front passenger window.
- > Every bus will have state-of-the-art digital infra-red video and audio recording capabilities.
 - Every bus will have a minimum of four (4) cameras positioned so that video recordings can be made from multiple cameras. The angles to be recorded are
 - a. The bus driver while properly positioned in the driver's seat,
 - b. The service entry of the bus for passengers and possible trespassers, c)

- a rear facing camera in the front bulkhead capable of seeing all seat positions of the passenger area of the bus, and
- c. A forward facing camera mounted on the rear bulkhead of the bus capable of recording all seat positions from the rear of the bus to the front of the bus. Internet speed must be fast enough to upload videos on demand to Google drive or Microsoft one drive to District Central Office.
- > All Contractor vehicles will be equipped with GPS tracking systems for the entire term of this Agreement, at no additional cost to the District. The District will be granted viewing access at no additional cost to the District. All buses will also be equipped with Child Check systems as approved by the District.
- > The Contractor retains the option to provide larger buses than required based on bus availability. In such instances, charges to the District will be based upon the size of vehicle required for the route, and not the size of the vehicle actually being operated.
- Each student to be transported will be provided a seat and the manufacturer's rated capacity for any vehicle used will constitute the maximum number to be transported on such a vehicle.
- New buses ordered by the Contractor in fulfillment of this contract must be equipped with emergency exits as outlined in the 2015 National Standard for School Bus and Operations (pages 39 to 41), "Any installed emergency exit will comply with the design and performance requirements of FMVSS No. 217, Bus Emergency Exits and Window Retention and Release, applicable to that type of exit, regardless of whether or not that exit is required by FMVSS No. 217".
- > Bus interiors will be swept on a daily basis and kept clean. The exterior of buses will be kept clean to ensure visibility out of all windows and that the markings on the bus are visible.
- > The Contractor will provide up to date, clean, and maintained car seats as required to provide services under this contract as required by all state and federal rules and regulations.
- > "Driver / Dependent Ride along Program", "Home custody" or "park out" buses The use must be authorized in advance by the District.
- > All vandalism damages to the Contractors equipment or facilities will be the responsibility of the Contractor; however, the District will assist the Contractor in

receiving restitution for damaged equipment.

4.7 Route Planning and Scheduling

The Contractor will consult with the superintendent or designee for the purpose of obtaining all necessary data, including the projected enrollment of eligible pupils, the projected addition of new school buildings and facilities, the proposed attendance areas to be served by each school in the District, and changes in the educational policies of the District affecting transportation requirements, as may be required by the Contractor for the purpose of planning appropriate bus routes and transportation schedules for the transportation of pupils during the ensuing school year.

The Contractor will, in each school year thereafter, furnish and make available to the District such number of school buses plus a proportionate number of back-up or substitute buses as will be needed to furnish the basic services and additional services required for the transportation of pupils in such school year.

The Contractor will plan routes utilizing an advanced state of the art automated routing system, incorporating information from the District's student information system. The Contractor will grant the superintendent or designee login **viewing access to routing software information**.

Additional planning parameters:

The District reserves the right to determine eligibility for transportation. The Contractor will transport, at no additional cost to the District, pupils living less than one mile from their assigned school or any other student(s) as directed by the District. Empty seats available on existing bus routes will be assigned as prescribed by District policy.

Adherence to District policies:

The Contractor will design stops and routes according to District policies and procedures.

- > The Contractor will present a **template / baseline** plan for the transportation of students for the ensuing school year to the District not later than August 1st of each year.
- > Thereafter the Contractor will consult from time to time so that a final plan, including all routes, stops and schedules, with adequate provisions for furnishing additional services as required by the District, can be approved by the District and the Contractor no later than two weeks prior to the first day of school.
- > Once the District approves routes and stops, changes will not be made without approval from the District. When possible routes will generally allow for the reverse route order for delivering of students and runs approved by the District. **Drivers who**

alter routes without prior District approval will be subject to disciplinary action. For any route deviation the Contractor will be assessed liquidated damages for each day the deviation occurs in the amount charged for the run. The District reserves the right to revise or delete routes or schedules at any time during the school year.

➤ Bus stops should be located where motorists approaching from either direction will have a clear view of the operation. Loading and unloading spots will be located to provide for maximum safety for everyone. The District reserves the right to request alternative stop locations (within the confines of State safety regulations and DESE guidelines) as deemed necessary. A complete list of transportation time schedules (pick-up and drop-off), will be provided to the Distric no later no later than two weeks prior to the first day of school.

Routes will be designated so students will be picked up from and delivered to a stop located near their primary address, except when the District has confirmed service to or from alternate locations such as daycare centers within the district.

- > When geographically possible, student ride times will be planned
 - Lindbergh to be 30 minutes for in town routes and 50 minutes Fenton area minutes or less.
 - Hancock to be 20 minutes or less for all routes

Prior to the implementation of ride times that exceed these expectations, the Contractor is required to contact the District to discuss potential alternatives and for approval.

All buses will be scheduled to arrive at schools no less than ten (10) minutes prior to the start of classes, but no earlier than times established in writing by the Executive Director of Elementary and Secondary Education or designee.

At dismissal time, buses will arrive at the school at least five (5) minutes prior to the dismissal, and will depart no sooner than five (5) minutes after dismissal time and no later than ten minutes after dismissal time.

- The Contractor will process requests from the District for removing stops, adding stops, rerouting to add new students, or changes to relieve overcrowding as quickly as possible, but in any event no later than 48 hours from the time of notification, unless special circumstances are involved.
- > The contractor will provide, and agree to upgrade as necessary, computer

- equipment, modems, phone lines, etc., required to communicate with the District and perform services required under this contract.
- The Districts will be responsible for notifying parents of their child's initial stop and route assignment and as changes in stops or routes occur. The Contractor is responsible for providing accurate and up to date information to support expedient communication with stakeholders ie; if a student's bus is running more than 15 minutes late, the Contractor will send electronic messages through several mediums to include text message / phone call / transportation app notifications via mass notification system.
- The Districts require dry runs of each route prior to the actual transportation of students along that route. The dry run will be performed by the vehicle and driver assigned to the route as many times as necessary to ensure that the driver knows the route and that routing instructions and pick up times are correct. Any driver who will be transporting a student in a wheelchair will meet with the parent and student at their home prior to the start of school to make sure the wheelchair can be secured properly. Each time a new driver is assigned to a route during the school year, the new driver will complete a dry run of the route prior to transporting students. The Contractor will not be compensated by the District for dry runs.

4.8 Reporting

The Contractor will, without charge, prepare and furnish to the District and its auditor (and/or to other state and local authorities, as may from time to time be required) such written reports as have been provided for in this contract or as the superintendent or designee may from time to time direct. Without limiting the generality of the foregoing, the Contractor will furnish the following reports on forms approved by the District at the times specified:

- Report the number of students transported / ridership on the two required state count days in regard to state funded eligible routes included in basic services. Note the District may request ridership data as needed for data reporting and efficiency analysis.
- > Trip reports for field or activity trips included in basic services, to be furnished at regular intervals as directed by the District.
- ➤ Itemized trip reports showing times and mileage for each trip to be charged as additional services under this contract; e.g., athletic trips, field trips, activity trips.
- > As requested by the Superintendent or designee daily fuel consumption and distribution reports to be furnished.

- ➤ Mileage records for each school bus operated by the Contractor, to the extent that such records are not reported in or accounted for in other reports, and such other periodic reports as may be required by the District to confirm the number of buses assigned to the District, their make, model, year, capacity, special or operational equipment, service dates and length of service, and such other data as may be required by the District to superintendent the transportation services furnished by the Contractor.
 - Route sheets and mileage data for each route must be submitted to the District no later than October 1 and May 30 each year for required board presentation and approval. This data must be updated and made available for each new route, or for a route that has been modified, within one week after the addition or change has been made. The Contractor will be responsible for the accuracy of the mileage reports.
- > Accident and insurance reports, or copies thereof, as may be required by the District.
- > Personnel reports providing the names and relevant statistics for all personnel employed by the Contractor in the performance of this contract.
- > Certification, in writing, that emergency evacuation drills were conducted each semester.
- Pupil misconduct reports as prescribed by BOE rules.
- All reports required by the State of Missouri.

4.9 Activity, Charter, and Supplemental Transportation Services

The Contractor agrees to furnish sufficient extra transportation for field trips, athletic events, or other school related activities at a stated price that is not and will not be included in the basic transportation contract.

The District reserves the right to secure the services of other transportation providers for handicapped/IEP students, homeless students, and all other students it deems appropriate to classes or activities within or outside of the District.

Contractor is responsible at all times for providing the number of buses necessary to accommodate the District programs and services. Should the number of buses available under the contract not be sufficient to address the District's needs on a given day (e.g., sports trips during peak season), it will be the Contractor's responsibility to secure such additional equipment necessary to accommodate necessary services. It should also be noted that such service will not impact daily home- to-school routes.

4.10 Personnel Requirements

The Contractor will provide administrative personnel available to the manager to train, supervise and dispatch drivers and mechanics.

The following personnel will be required:

- > One (1) full-time experienced contract manager
- > One (1) or more full-time assistant managers will be assigned by the Contractor to manage the transportation operation.

Prior to commencement of services to be furnished under this contract, the superintendent and/or designee will meet with and interview the regional manager who will oversee the contract, and the prospective contract manager(s). The Contractor will supply cell numbers of all management personnel to the district. A management individual will be accessible to the District 24 hours a day, seven days per week.

The District reserves the right to approve or disapprove candidates for management positions. The Contractor will agree that any substitution of or change in management during the term of this contract must be equal to or better than the person being replaced as judged by education, qualifications and experience. Substitutions or replacements will also be approved by the Districts. The Districts reserve the right to disapprove management personnel at any time during the life of this contract.

The manager or assistant manager must be on duty at the terminals at all times when schools are in session and buses are operating, and be available to the District at other times should emergencies arise. For each terminal, the Contractor will provide at least one (1) full-time professional manager responsible for supervising personnel to operate the routes. The Contractor will provide administrative personnel available to the manager to train, supervise and dispatch drivers and mechanics.

4.11 Support Personnel

In addition to managers and supervisors, the Contractor will provide, at a minimum, the requisite number of trained and experienced staff for the following areas.

> One full-time router/dispatcher, who should be available all twelve months of the year to support route changes. The router will be responsible to develop routes for the school year, changes that may occur during the year and develop summer school routes. Additional help with routing may be needed when preparing routes for the upcoming school year. This person should be available to assist with scheduling extra curricular and athletic trips.

- ➤ One part-time or 10 month dispatcher, who should be available during afternoon dispatch and sufficiently familiar with the Districts to be able to meet the needs of this position. Additionally, dispatch personnel must be available to driver(s) and District representatives anytime that the contractor is providing extra-curricular or athletic trip service
- > One safety and training coordinator will be assigned to oversee all initial and ongoing safety and skills improvement training required by the State of Missouri.
- The Contractor will supply sufficient qualified mechanics to maintain the fleet in good mechanical condition. A mechanic-to-bus ratio should not exceed 1:25. A minimum of two mechanics qualified to repair school buses will be on duty at all times during the hours when buses are in operation. The Contractor should also supply adequate utility personnel to fuel buses.
- The Contractor will have an adequate number of drivers and monitors hired, licensed and trained to begin transportation of students by August 1 of each year.

Additional requirements include:

- The Contractor will employ only professional, well-trained, qualified drivers. Bus drivers will be required at all times to operate school buses in a careful and prudent manner, to exercise the highest degree of care, and to observe and comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted pertaining to the operation of motor vehicles and school buses, including all traffic ordinances prescribed by local municipalities in which such school buses may be required to operate in the performance of this contract. It will be the sole responsibility of the Contractor to have and to keep in its employ a sufficient number of fully qualified bus drivers to perform the services under this contract and to supervise and control the performance by each bus driver of his duties and responsibilities in the operation of school buses as herein prescribed and in compliance with all such laws, ordinances, rules and regulations.
- All drivers must be licensed in accordance with all applicable federal and state laws, regulations or policies and have a good driving record as verified by a license check with the Missouri Department of Revenue. The Contractor will verify each driving record every three months. Prior to employment the Contractor will request criminal history background checks through law enforcement agencies.
- The Contractor will implement and maintain a drug and alcohol testing

program that meets the requirement of the Omnibus Land Transportation Act of 1991 and all federal regulations enacted pursuant thereto. Included will be pre-employment, random, reasonable suspicion, post- accident and return to work testing. The Contractor will provide the District with a copy of its drug and alcohol testing program and will advise the District when an employee has failed a drug test and is being terminated.

- The Contractor will ensure that each driver completes an annual medical examination by a physician licensed in medicine or osteopathy in the state of Missouri that indicates the driver has no limiting conditions for the safe operation of a school bus.
- O All school bus drivers, monitors and any Contractor personnel who, in the course of their duties, may come in contact with District students, must be fingerprinted and checked for any criminal history relative to crimes against children or other crimes that involve any sexual contact with any other person(s) of any age that could be a danger to District students, District employees or Contractor employees.
- The Contractor will not hire any driver previously disapproved by the District.
- The Contractor will at all times keep informed and instruct all of its bus drivers and other personnel employed by it in the performance of this contract of all applicable District rules affecting the operation of school buses, prescribing standards of performance for and conduct for pupils and methods and procedures for maintaining pupil discipline, and prescribing any other rules or regulations related to the transportation of its students under this contract. The Contractor will be responsible to the District for the enforcement of all such rules by its personnel and for its compliance therewith in the performance of this contract. No bus driver will be employed who does not meet the additional qualifications, if any, prescribed by District rules and no bus driver or other person employed by the Contractor in the performance of this contract will be retained by it who willfully or consistently violates any of the District rules of which the Contractor has been duly notified.
- As duly appointed agent of the Board of Education, the superintendent or designee must be provided an ongoing a complete list of names of all persons employed or proposed to be employed under this contract. The superintendent or designee may require the Contractor to investigate any employee's performance. At the written request of the District, the Contractor will reassign the employment of any person employed by it in the performance of this contract who, in the opinion of the District, will be

deemed unfit or unsuitable to service the District. In addition, upon receipt of the District's good faith request in writing and for good cause, the Contractor will not use any specified employee in service of this contract.

- The Contractor will maintain and provide, upon request, prior to the beginning of each school year, copies of new health certificates, Missouri School Bus Driver permits and commercial driver licenses, as required by law for all drivers. All such drivers will be at least twenty-one years of age. The Contractor will also provide to the District, at the time of employment, copies of police reports and data on new drivers.
- The Contractor, if necessary, will hire bus monitors for routes as requested by the District and will be responsible for all training.
- The Contractor agrees the driver of each bus will supervise the loading and unloading of the bus at all pick-up and delivery points and the Contractor will provide full-time office operation for reporting of transportation problems.
- At times transportation employees have the opportunity to apply for other positions within the district in areas such as; building assistants or food service employees. If those positions do not interfere with their primary responsibility as a bus driver. The Contractor agrees to continue this practice when mutually agreed upon and beneficial to both parties.

4.12 Driver Training

The Contractor will ensure that all drivers have received comprehensive and thorough training, including classroom and behind-the-wheel bus driving experience, prior to transporting students that meets or exceeds DESE requirements. Regular training sessions for all drivers shall be conducted in the areas of safety, discipline on the bus and emergency procedures. A written description of the driver training program shall be developed by the Contractor, which should be similar to the Missouri School Bus Driver Training Program, and provided to the District. The program must be acceptable to the District.

The Contractor will ensure that all drivers complete the District's annual mandatory training program.

The Contractor will evaluate the performance of each driver at least once each school year. The Contractor shall provide the District with a monthly report of evaluation reports. The District may request an evaluation at any time of any driver whose performance is questionable.

4.13 Student Discipline

It shall be understood that the board of education reserves the sole right to make decisions of student disciplinary problems, suspensions, expulsions or any other disciplinary problem. The ultimate responsibility and authority to suspend or expel any student from transportation services will rest with the District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver should handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other students and then only after radio notice to Contractor's terminal and to the student's building or school principal. Contractor requirements include:

- ➤ Bus drivers will be responsible for maintaining discipline on school buses. Violations by students of rules and regulations, disciplinary problems and other conduct inconsistent with the orderly process of transportation of students will be reported by the Contractor immediately in such manner and form as prescribed by District policies. The District may request of the Contractor a discontinuance of the right to service for any student for any period of time. Such a request is rescindable only by the District. Under no circumstances will the Contractor or any of its employees refuse service to any passenger on whose behalf the District has requested transportation services.
- The Contractor will ensure that all employees are provided training in the proper methods of dealing with students, parents and school officials. Rudeness, vulgar language, bullying, intimidation and inappropriate physical contact will not be tolerated.
- The Contractor will install digital video and audio recording devices in school buses and provide the personnel to load the recording devices, remove recording devices, view original digital recordings (or copies of the same) and copy digital media for principals or district officials to view. Internet speed must be fast enough to upload videos on demand to Google drive or Microsoft one drive to the district central office.
- The Contractor, if requested by the District, should assure attendance of all drivers at a workshop conducted by District administrators prior to the beginning of each school year (and if deemed necessary during the year) for the purpose of discussion and direction in the area of discipline on school buses. Attendance of drivers will be at Contractor's expense.

5.0 Requirements for Qualified Vendors

Proposals must be filled out as requested, including all required signatures and pertinent information. No proposal shall be subject to correction or amendment for any error or

miscalculation once submitted. Services must be furnished at the prices submitted. No increase in price will be permitted during the term of the contract and all subsequent option years, other than as outlined in the RFP response.

In connection with the performance of work under this contract, the Contractor agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability.

It is the intent of this RFP that legally binding obligations to perform the services will commence only upon full execution of an Agreement between each District and the Contractor selected. Until such Agreement is fully executed, the intent to award this RFP does not legally bind the either District to any obligations. If a Proposer submits a Proposal with terms that disclose, expressly or by implication, an intent to create a binding contractual relationship, such terms shall be deemed to be of no force and effect.

5.1 Addenda to the RFP

If it becomes necessary to revise any part of the RFP, notice will be posted on the Vender Registry in the form of an addendum to all parties. All addenda will become a part of the RFP. To avoid any miscommunication, each Proposer must acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of, any addendum will not relieve the Proposer of the responsibility for complying with the terms thereof.

5.2 Withdrawal of Proposals

A Proposer may withdraw their proposal prior to the time the proposal is opened. The Proposer has the ability to withdraw a proposal on Vender Registry.

6.0 Proposal Response Format

Proposers shall submit pricing/service proposals as indicated above for each District separately.

If a Proposer does not wish to submit a pricing/service proposal for a particular District, the Proposer will indicate that selection in the Cover Letter of its proposal, and will also include in its proposal the unselected District's applicable Required Format for Pricing in Appendix 6 of this RFP with nothing filled in.

All responses must be submitted through Lindbergh School's Vendor Registry system.

Each Proposer is expected to comply with the required format for the proposal and for the pricing comparative. Any proposal not providing the required information, or not

conforming to the format specified, will be considered non-responsive and may, at the sole discretion of the District, be eliminated from any further review. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable each District to determine the Proposer's overall qualifications. Each proposal should also include any other information that the Proposer feels is significant with respect to making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal. All pricing factors must be clearly indicated in the Proposer's forms provided as part of its Proposal.

The following items must be included in proposal:

- 1. Cover Letter Each Proposal must include a cover letter which will serve as an introduction of the company, on business letterhead. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in its Cover Letter.
- 2. Minimum Qualifications and Experience Qualified Proposers shall have at least five years of contracted student transportation experience, and at least two years of contracted experience with a public school or school collaborative similar in scope and size to each District. Proposers must provide background and qualifications of the key personnel who will be involved with the Contract. Proposers must describe the organizational structure and key contact points for the Districts. Proposers must provide detailed evidence that they are currently providing pupil transportation services for other public-school entities. The description of services provided should detail all aspects of their transportation management capabilities. These should include human resources services, computer systems and capabilities, and training programs for management and non-management personnel. The Proposal must fully describe the Contractor's diversity awareness and student behavioral management training programs, and general safety protocols and practices.
- 3. **Financial Resources -** Proposers shall provide documentation of sufficient financial resources to provide transportation services for a pupil transportation operation of this size and complexity. Proposers must be financially stable and not currently engaged in bankruptcy proceedings. Proposers must confirm in writing within its cover letter compliance with this requirement. This shall include the submission of three (3) years of audited financial statements. The Contractor cannot be in the

process of being acquired, merging with another company, or a party to a material lawsuit. Financial capacity includes the ability to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this RFP or its supporting exhibits. Failure to satisfy this requirement may be grounds for disqualification of the Contractor's proposal.

- 4. **Insurance Coverage -** Qualified Proposers shall throughout the term of this Contract provide and maintain, at the Contractor's expense, minimum insurance coverage as outlined in the table below from a carrier rated as "A+" or better by A.M. Best:
 - a. Workers Compensation (Statutory) and Employer's Liability:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.
 - b. General Liability Insurance (CGL): Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:
 - \$1,000,000 each occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and \$2,000,000 general aggregate.
 - c. Automobile Liability Insurance: \$5,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, hired, and non-owned automobiles.
 - d. Sexual, or Physical Abuse or Molestation: \$1,000,000 each occurrence/\$2,000,000 aggregate.
 - e. Umbrella/Excess Liability Insurance: \$10,000,000 coverage to be provided.
 - f. Certificates of Insurance: Contractor shall furnish certificates of insurance indicating the following:
 - a. An endorsement naming the District and each individual school as an additional insured under the General Liability, Auto Liability, and Umbrella Liability policies prior to commencing any work. The District and the Contractor agree and understand that the District's inclusion as an additional insured on the Contractor's applicable insurance policies and the insurance coverage thereby provided to the District is neither intended nor required to provide coverage to the District for claims from which the District enjoys sovereign immunity. The applicable Certificate(s) of

Insurance listing the District as an additional insured may contain specific coverage exemptions for the District from such claims.

- b. An endorsement providing "Primary and Noncontributory" coverage under the policies to any additional insured as it pertains to General Liability, Auto Liability, and Umbrella/Excess Liability.
- c. An endorsement granting "Waiver of Subrogation" rights in favor of the District and each school as allowed by law.
- g. Indemnification: The Contractor shall hold harmless and indemnify the District, its Board of Education, and all District officers and employees against all loss, damage, injury, liability, demands and claims which may be made by any person, firm, corporation or other entity arising from or caused by (i) an act of neglect, misconduct, default or omission of Contractor, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the District, (ii) a breach of this Agreement, or (iii) a termination of this Agreement prior to the end of the term by the Contractor.
- 5. **Additional Information** Proposer must describe any other resources to be provided by the company, not listed above, which would result in the safe and efficient delivery of transportation services.
- 6. **References -** Proposers must provide a minimum of three (3) references. Each reference should include the contact name, address, phone number, fleet size, and scope of services as detailed in Appendix 2. Districts will check the references provided, including on-site observation of operations if, at the sole discretion of the District, it is deemed necessary.
- 7. Litigation Proposers must list all litigation or regulatory proceedings, for the past five (5) years, within the State of Missouri, or if more than eighty five percent (85%) of the Proposer's pupil transportation contracts are performed outside the State of Missouri, the state(s) where eighty five percent (85%) or more of the Proposer's pupil transportation contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) districts in which the Proposer has been a party providing any type of pupil transportation services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Proposer's supplies, equipment and services or the Proposer's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Proposer was found to have mistreated pupils in any manner. Provided, however, that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.

8. Individual Route Pricing:

a. Primary Pricing Proposal / Appendix 6A:

A eight (8) year maximum bus age with a maximum five (5) year fleet average.

- AM and PM K-12 Route
 - 84 passenger
 - 72 passenger
 - o 30 passenger (mini bus)
 - o 10 (van)
- Non-route time charters (trips)
- Mid day shuttles

b. Pricing Proposal Alternate 1 / Appendix 6A:

Contractor providing its own terminal and fueling facilities. Fleet requirements: A ten (10) year maximum bus age with a maximum six (5) year fleet average.

- AM and PM K-12 Route
 - 84 passenger
 - 72 passenger
 - o 30 passenger (mini bus)
 - o 10 (van)
- Non-route time charters (trips)
- Mid day shuttles

c. Pricing Proposal Electric Bus HANCOCK SCHOOL ONLY (see required format / template):

Contractor providing its own terminal and fueling facilities for

Single Electric Bus

d. Additional Pricing / Appendix 6B

Each item to be priced as an annual add on cost separate and individual from. route, charter and mid day rates provided in Pricing Proposal and Alternate 1

The Districts K-12 transportation technology that performs the following functions individually or as a complete package (include detailed information for the proposed technology/software).

Value Added Management Tools:

- Technology
 - To track students' attendance / ridership on the bus.
 - Provides drivers with vocalized turn-by-turn direction

- Provides ad-hoc routing scenarios to route the fleet as cost-efficiently as possible.
- Other value added management items from your suite of education transportation tools that you would suggest please provide the details and daily pricing below.

Additional proposal / alternates other than what is mentioned above will be considered only secondarily to proposals submitted in conformance with the contract specifications. Any alternates submitted must be thoroughly detailed to merit any consideration.

9. <u>Facility and Operational Requirements</u> – Proposal: The following briefly describes the expectations under a service agreement whereby the Contractor is responsible for providing an Operations and Fleet Maintenance Center(s):

The Contractor shall, during the term or terms of this contract, keep all school buses assigned or used for transportation of District pupils garaged or stored on premises within the District at such location(s) furnished by the Contractor and approved by the superintendent/designee.

The Contractor's facility(s) should be large enough to house the entire transportation operation, including office staff, drivers' room and bus maintenance. The facility should have adequate parking space for buses and drivers' vehicles. Bus parking area must be fenced.

The Contractor shall provide telephone lines necessary to serve the District and its patrons, including a toll-free St. Louis line.

The service day period will include only active route time. Active route time is defined as the time difference from the first pickup in the morning to the last drop off on a given route plus the time for the shortest path back to the first pickup point. Active route time for afternoon routes is defined as the time difference from when the bus departs the first school to when the last student is dropped off plus the time for the shortest path back to the first point of departure. The time for midday runs will be measured from the first student pickup to the last student drop off.

Proposers should provide an annual cost escalator to be applied to the base rate and the associated costs. This escalator should be a proposed percentage increase and will include the rationale for such increases. Percentage increases for any extension will be negotiated between each District and the Contractor.

10. Required Forms - Proposers must include items listed in Appendix 6 - B Ala-carte Items and Reporting Examples, attached hereto, and submit the same along with its Proposal. Any modification of the pricing form will be considered grounds for disqualifying the bidder. Any explanation or statement which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached hereto.

6.1 Opening of Proposals

At the specified time stated in the Timeline above, all submitted Proposals will be publicly opened electronically via zoom and dated. Zoom Meeting ID 919 8182 2966 Passcode 293535 All interested parties may attend. Proposals will not be read publicly and no immediate decision will be rendered. After the proposals are opened, a Proposer will not be allowed to alter their proposal. A Proposer claiming an error or omission after the opening shall immediately give written notice to the Districts and present clear, satisfactory evidence that said error was not attributable to carelessness in preparation.

7 Evaluation

7.1 Term of Contract

The initial term of the Contract shall be for three years, with each District having the option to renew the Contract, in its sole and absolute discretion, on a yearly basis, for up to two additional years. The Contract may be terminated by either District upon the breach of the Contract or other non-performance of a term or condition of the Contract by the Proposer.

Bidders are requested to submit a firm price bid for the 2024/2025 school year with a firm price optional extension for the 2025/2026 and 2026/2027 school years expressed as a percentage increase of the firm price bid. For the purposes of this RFP, a school year shall be determined to begin July 1 and end June 30. The Board of Education shall have the sole right to extend the contract for each of the option years.

7.2 Assignment of Work or Subcontracting

Without the express written consent of either District, the Proposer agrees it will not subcontract, assign, transfer, convey, sublet or otherwise dispose of the contract or any right, title, obligation or interest it may have therein.

7.3 Bid Bond

Each proposal submitted must be accompanied with a bid bond in the form of a check made payable to "Lindbergh Schools" in the amount of \$25,000 as evidence of good faith and a guarantee that the submitter, if selected, will provide the requested services in accordance with this RFP and at the rates contained in its proposal. The checks of those whose proposals are rejected will be returned immediately. The checks of those whose

proposals are not selected will be returned within two business days of the latest selection made by one of the Districts. The check of the selected submitter will be returned to the selected submitter within two business days after the District determines the selected submitter has complied with all requirements and specifications of this RFP and a final Agreement has been agreed to and executed by both parties.

Please submit two checks, one for each district. The checks are the only portion that must be submitted directly to the attention of Joël Scheible, CFO for Lindbergh Schools, either in person or an appropriate delivery method. The address is Lindbergh Schools 9350 Sappington Rd. St. Louis, MO 63126. The rest of your response should be submitted electronically through the Vendor Registry system.

7.3 Performance Bond

The Contractor shall furnish a separate performance bond for each School District satisfactory to the Districts prior to the commencement of performance under this contract. The performance bond must be issued by a company legally authorized to do business in the State of Missouri and shall name the individual District's Board of Education, as the obligee, in an amount equivalent to 50 percent of the anticipated compensation for each year of the contract. In the event that the contract is extended for an additional term or terms, the Contractor shall maintain the validity and enforcement of the bond for said term or terms pursuant to the provisions of this paragraph. The Contractor understands and agrees that failure to provide the performance bond as described above shall result in the termination of the contract.

7.4 Non-Performance

In the event it becomes apparent to the District that the Contractor is not performing in accordance with the contract requirements, the District may immediately notify the Contractor's surety of the non- performance. The surety will be required to respond to the District within three (3) days with a plan to remedy non-performance. All costs associated with providing service to meet the requirements of the contract shall be borne by the surety.

7.5 Liquidated Damages

Because of the difficulty in ascertaining and quantifying the actual damages which the District may sustain should the Contractor fail to perform services as required under this contract, the District and the Contractor agree that the District shall have the right to assess liquidated damages for each failure by the Contractor to perform the services required under this contract. The amount of liquidated damages for each such failure by the Contractor shall be assessed at a rate of \$100 per incident. The District shall provide the Contractor with a monthly summary itemizing each incident of non-performance, with the total assessment deducted from that month's invoice. The District and the Contractor

further agree that the above measure of liquidated damages is a reasonable measure of the District's damages, and not a penalty.

Examples of performance deficiencies for which liquidated damages may be assessed include but shall not be limited to:

Fach instance

- Contractor employee
 - Makes an unauthorized bus stop
 - Not following the bus route approved by the District
 - Fails to follow the District's directions for a change in transportation for a student on their bus
 - Fails to enforce assigned seating charts, or seating arrangements assigned by the school administration or designee
- A route is late Late routes will be defined as arriving at their first tier AM school later than 5 minutes after the scheduled arrival time and arriving later than bell time at their first tier PM school
- Two-way radio is inoperable, whether it be a mechanical problem or the radio not turned on.
- Video camera(s) is Inoperable
- Failure of the Contractor to
 - Notify
 - The District of changes in pick-up times
 - The District immediately of a bus accident and/or provide an accident report within 48 hours
 - The driver of a change in transportation arrangements as directed by the District,
 - Perform any or all portions of an assigned route
 - Provide template / baseline plan for the transportation of students for the ensuing school year to the District not later than August 1st of each year.
 - Provide a final plan, including all routes, stops and schedules, with adequate provisions for furnishing additional services as required by the District, can be approved by the District and the Contractor on or before two weeks prior to the start of school.

The District will, in its sole discretion, have the right not to assess liquidated damages; however, failure by the District to assess liquidated damages in any particular instance or occasion shall not preclude, or constitute a waiver of, the District's right to assess such damages at a later time, or on a subsequent occasion. The District's right to assess liquidated damages shall not preclude the assertion of or be exclusive of any other available remedy.

7.6 Default

In the event the Contractor should fail to perform as required under this contract or be adjudicated as bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, the District may, at its option, declare the Contractor in default. If there should be such a declaration of default, the District may invoke the provisions of the performance bond furnished by the Contractor or may assert or enforce any other available remedy, including termination of the Contractor. If the Contractor is unable, as determined by the District in its sole discretion, to supply and operate the number of buses required within the specified time limit, the District shall have the right and power, after giving the Contractor three (3) days' notice in writing, to obtain from any available source such labor and equipment as may be necessary to ensure no interruption of any and all transportation services as defined in this contract. Any damage or expense incurred through such default may be audited and certified by the District, whose certification thereon shall be conclusive upon the parties hereto; and the cost and expense of such labor and equipment may be deducted from any sums due, or that may become due to the Contractor; it being understood, however, that nothing herein contained and no deductions made under the terms of the contract from sums due, or to become due to the Contractor shall in any way be construed as impairing the right of the District to hold the Contractor or surety liable on the bond for any breach of any of the conditions of the contract or of their bond.

7.7 Force Majeure

In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control or any other force majeure clause as defined by state law, District shall excuse Contractor from performance under this Agreement.

In the event of a Force Majeure Event, District shall have the right to assume control of any or all of the buses, equipment, facilities and supplies necessary for the continued operation of District's student transportation system. Compensation otherwise payable to the Contractor for the services or equipment utilized by the District shall be reduced proportionately. In addition, Contractor will reimburse District for all expenses, including reasonable attorney fees, incurred by the District because of Contractor's inability to perform. If District elects to assume such control, it shall be responsible for providing properly trained, licensed and qualified drivers and shall secure insurance in the amount required to be secured by Contractor by this Agreement. District's control shall end immediately upon Contractor's indication that it can resume services or the end of the current school year, whichever comes first.

7.8 Cancellation of/or Modification of Contract

In the event that a study made during the term hereof (which includes in all of its deliberations a representative of the Contractor as an observer and advisor to the District) shall show that it is economically and otherwise desirable for the District to own and operate its own buses, the District shall have the option to terminate and cancel the unexpired portion of this contract on the 30th day of June of any year of the term hereof by causing a copy of such study and a written notice of the exercise of such option to be delivered to the Contractor not less than 180 days before the effective date of such termination.

7.9 Miscellaneous

The Contractor will cooperate with the District in exploring all reasonable methods of decreasing its cost of services and operations for the mutual benefit of the parties. Accordingly, it is agreed that this contract may be modified to permit the District to purchase and operate all of the Contractor's buses used in performing this contract at any time during its term provided such modification can be legally effected and further provided that the purchase price for the buses so acquired shall be the Contractor's cost minus depreciation

7.10 Payment for Services

Payments as stipulated by this contract shall be made monthly in accordance with normal District payment procedures, after the Contractor has performed its service and has submitted all reports required by the contract. All invoices shall be submitted by the fifth day of each month and paid by the District within thirty (30) days.

The invoice shall be itemized and summarized for all services provided to the District for the previous month. At a minimum, the invoice shall include, by route and bus number, the number of days of service provided multiplied by the fixed daily rate plus each adjustment to the base rate for the subject route. The Contractor will be paid only for the days when students attend school and transportation services are performed.

Each special trip cost shall be invoiced separately for total time and miles driven by route number. Each invoice is subject to audit and verification by the District. Undisputed invoices should typically be paid by the District within 30 days of receipt of the same. Currently Lindbergh Schools utilizes Versa Tran Trip Tracker for districtwide scheduling, securing and billing special trips and wants to continue such field trip software equal to or better than the current.

7.11 Vehicle Count Changes

The Contractor acknowledges that throughout the term of the Contract the District will be engaged in efforts to improve the efficiency of its transportation operation. Accordingly, the Contractor shall supply additional buses each year as needed for growth, with the District

reserving the right to determine the size of added buses.

The Contractor shall warrant that pricing provided on the Rate Form will not change if the District increases or reduces the number of buses in use by 15 percent of the number of buses used on the last day of the previous school year. Any increase or decrease above 15 percent will result in a good-faith negotiation of any pricing change at the option of either District or the Contractor.

7.12 Publicity

All materials issued by, or with the consent of the Contractor, which are for distribution to residents of the District, whether passengers or not, and are for the purposes of explaining, performing or advertising this contract, shall be subject to the prior approval of the District.

7.13 Relationship of Parties

The Contractor's relationship to the District is that of an independent Contractor employed to provide transportation services only. Neither the Contractor, nor any of its employees, will be held or deemed in any way to be an agent, employee or official of the District. The Contractor will assume all legal and financial responsibility for payroll taxes, workers' compensation insurance and unemployment taxes.

7.14 Non-Discrimination

The Contractor shall not unlawfully discriminate against any employee or applicant because of race, handicap, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, religion, color, national origin, sex, gender, age or disability.

7.15 Award of Contract

Following selection of a Proposal, each District and the Proposer shall negotiate in good faith the terms of a Contracted Services Agreement (Contract). The Contract shall incorporate the terms of this Request for Proposal, the terms of the selected Proposal (with such modifications as may be negotiated by the parties), subject to such additional or modified terms and conditions as may be negotiated by the parties, and should be in such final form as may be agreed to by the Proposer and the District. In the event that agreement on the terms and conditions of the Contract is not reached within 21 days following the selection of the Proposal, either District may reject such Proposal and may thereafter negotiate terms of the Contract with another Proposer on the terms set forth in its Proposal. All costs incurred by either District in connection with the preparation of the Contract will be paid by the District; all costs incurred by the Proposer in connection with the preparation of the Contract will be paid by the Proposer; provided, however, that the Proposer should reimburse the District the cost incurred for the negotiation and preparation of the Contract should Proposer withdraw from consideration after a District awards the Provider the Contract and prior to its execution. The Contract will be in writing and state the legal obligations of the District and the Contractor. All terms of service should

be fully stated in the Contract and, except as otherwise expressly provided herein, neither party should have any liability hereunder or thereunder unless and until the Contract has been fully executed by the Proposer and the District.

7.16 Selection Process

While the cost of service must and will be considered as responses are evaluated, the responder's ability to provide a high level of service will be given equal consideration.

<u>Each District intends to use a separate</u>, two-phase review procedure as part of the selection process.

- The first phase will include a review of required documentation and submission requirements. Respondent's proposals will be determined to be either responsive or unresponsive to those requirements. Only proposals judged as responsive will be considered for Contract award.
- 2. The second phase of the selection process will include an evaluation of the approach proposed by the Proposers to provide the services defined within the scope of this RFP. Each Proposer submitting a Proposal should understand that the nature of District student transportation requirements is complex and that all facets of the operation may not be explicitly detailed in this RFP. The Proposer must document its expertise, experience, and approach based on its understanding of District requirements.

The following categories, without any specific order ascribed to the categories, are the principal criteria by which Proposals will be evaluated:

- Management expertise as shown by detailed evidence of Proposer's expertise, experiences, and references.
- Business stability checked through various sources as well as those noted in the Proposal.
- Routing design and creativity expertise as shown by detailed evidence provided by the Contractor and checked through various other sources. A focus of this area of the evaluation will be on the Contractor's expertise in the identification of strategies including run tiering through bell time coordination to achieve a high level of fleet utilization.
- Human resources practices as determined by references, and by checking other sources.
- Cost as indicated in the Proposal and through the negotiation process.
- Compatibility of routing/ridership software with District's student management software

8.0 Proposal Documentation

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of the District.

8.1 Reservation of Rights

The Districts' Board of Education reserves the right to reject any or all Proposals submitted. A contract resulting from this request for bids shall be awarded to the proposer submitting the best value for the District. Each District will separately evaluate the proposals submitted and make an award to the proposer whose proposal is most advantageous to the individual District, considering all relevant factors, including but not limited to, proposal prices, proposer's experience and reliability, expertise of proposer's personnel, method of operation, and age and condition of buses. Each District reserves the right to negotiate with the Proposers concerning their proposals.

9.0 General Terms and Conditions

Please see the District's General Terms and Conditions for Vendors/Bidders posted on Vendor Registry for detailed information regarding business and proposal procedures.

Each District reserves the right to reject any and all proposals and/or qualification statements, to cancel this solicitation, and to waive any informalities or irregularities in procedure.