



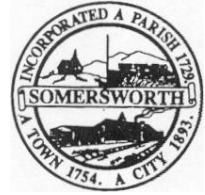
SCHOOL ADMINISTRATIVE UNIT FIFTY-SIX

Rollinsford School District – Somersworth School District

51 West High Street

Somersworth, NH 03878

(603) 692-4450 • Fax (603)692-9100



October 3, 2019

Request for Proposals

RFP – 09-19

REGULAR STUDENT TRANSPORTATION FOR SOMERSWORTH SCHOOL DISTRICT

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

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

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

"Sealed RFP – 09-19–Regular Student Transportation Services

SAU#56

51 West High Street

Somersworth, NH 03878

Proposals submitted by facsimile or electronic mail will not be accepted.

Proposals marked confidential in whole or in part will not be accepted.

All RFP's **must be received no later than October 25, 2019 at 2:00 PM.**

Somersworth School District Request for Proposals

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Bid Acceptance and Rejection: The Somersworth School District reserves the right to accept any bid and reject any bid; to award the bid to other than the low bidder in the sole discretion of the School District; to accept the bid on one or more items of the proposal, on all items of the proposal or any combination of items of the proposal and to negotiate with any and all bidders. The School District reserves the right to waive any informality in, or reject any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled opening of the bids. Any bid received after the time and date specified shall not be considered. The School District also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation. Responsive Proposals shall provide that the terms of the Proposal shall remain valid for at least 120 days.

Under no circumstances will the School District be responsible for the cost of preparing any bid.

Late Bids: Any bids received after the specified date and time will not be considered. Fax and electronic mail bids will not be accepted. Proposals marked confidential in whole or in part will not be accepted.

Section I: General Conditions

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

Idlehurst Elementary School	8:55-3:15
Maple Wood Elementary School	8:30-2:50
Somersworth Middle School	7:35-2:20
Somersworth High School	7:35-2:20

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

- 5) Middle and High School students may ride the same bus.
- 6) Bidder shall provide Homeless transportation as an option.
- 7) The Carrier agrees to carry insurance in the amount specified in Sections 21, 22 and 24.

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- 8) The School Board may promulgate policies dealing with student welfare, conduct, and control. The Carrier must comply with all such policies. Bidders must comply with current School Board policies, which are enclosed with these specifications.
- 9) The Carrier will administer student discipline in accordance with School District Policy. The invoicing will reflect hours and dates for work completed.
- 10) The Carrier will transport only students and teachers for the term of the contract. No exceptions will be permitted unless special permission has been obtained from the Somersworth School District.
- 11) Each bidder must furnish a schedule of vehicles to be used in fulfilling the terms and conditions of this contract.
- 12) Each bidder must list any pending legal proceedings, pending disciplinary actions, administrative proceedings, arbitrations, or mediation against them or any legal proceedings, disciplinary actions, administrative proceedings, arbitrations, or mediation that have been resolved in the last five years.
- 13) The Carrier will provide a transportation manager or supervisor who shall be responsible for all matters relating to the administration of pupil transportation services, special arrangement and contract administration. This shall include but not be limited to the availability of all buses and equipment; all matters of vehicle maintenance and inspection, hiring, training and supervision of bus operation, scheduling, driver training, and ongoing driver certification (including mandatory drug testing and criminal history records checks as required by RSA 189:13-a and District policies), bus evacuation drills, parent and community related student safety, student bus behavior, and assistance to the school department on pupil transportation projects and budgeting. It is required that this person be available on a daily basis.
- 14) The Somersworth School District is scheduled to operate for no less than 177 days. The Superintendent of Schools reserves the right to cancel scheduled days because of weather or other emergencies. If the Carrier transports students, for any reason, for more or less than 177 days, the contract price will be adjusted at the contracted daily rate.
- 15) All buses and drivers must be available at the school or where pickups would otherwise occur that day on one (1) hour's notice for early closing of one or more schools due to weather or other emergency. A minimum of one half day's (1/2) notice, if possible, will be provided in the event of cancellation or closing for other school activities.
- 16) The Somersworth School Board may terminate the contract for Carrier's unsatisfactory performance. In such a case, the District shall provide written notice to the Carrier citing the unsatisfactory performance, and provide the Carrier fifteen (15) school days to improve its performance to the satisfaction of the District. If the performance of the Carrier does not improve to the satisfaction of the District, the District may immediately terminate the contract for services with the Carrier.
- 17) The District shall have the right to terminate the contract for services on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of District students unnecessary.

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- 18) The Somersworth School District shall have the right to declare the Carrier in default if (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Carrier; or (d) the Carrier is unable to provide evidence of required insurance coverage as set forth below. If the Carrier is declared in default for any reason, the Somersworth School District shall have the right to terminate the contract.
- 19) In the event of a contractual termination, the Somersworth School District reserves the right to employ another Carrier to complete the term of the contract. The original Carrier shall be responsible for any extra or additional expense or damages suffered by the Somersworth School District. In that event, the Carrier will be required to indemnify the Somersworth School District for any loss that the District incurs.
- 20) Any termination of the contract by the District shall be without cost or penalty to the District. The District shall be liable to pay the Carrier only such amounts as are due as of the date of termination.
- 21) The Carrier agrees to be in full compliance at all times with applicable state and federal regulations, including insurance requirements, and shall carry all such insurance. The said insurance will protect the Districts, its officers and employees, from any claims and demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation.
- 22) The Carrier agrees to maintain and pay for all Unemployment and Workers' Compensation insurance as may be required by both Federal and State of New Hampshire laws on all his/her employees engaged in the performance of the terms of the contract. Copies of said insurance policies shall be filed with the Board prior to inception of services under the contract.
- 23) The Somersworth School District shall pay the Carrier on a monthly basis, with a total of 10 equal payments. Carrier shall submit monthly invoices for services provided, with the first payment being in the month of August. Other transportation services paid for monthly on the basis of invoices submitted to the District by the Carrier.
- 24) Liability Coverage: During the term of the contract the Carrier shall maintain general liability coverage in an amount not less than \$3,000,000, and commercial vehicle liability coverage for bodily injury and property damage in the amount not less than \$5,000,000 combined single occurrence limit with no exclusion for sex abuse or molestation, and workers' compensation coverage as required by federal and state statute. Certificates of insurance and policy endorsements naming Somersworth School District and SAU 56 as additionally insured entities must be filed with the SAU 56 Superintendent of Schools within two (2) weeks of the award for services, and not later than July 1st of each contract and contract option year. The Insurance Certificate and policy endorsements shall provide that no less than thirty (30) days prior notice of insurance cancellation or material change in coverage shall be afforded to Somersworth School District.
- 25) Indemnification: To the fullest extent permitted by law, the Carrier shall at its own expense defend, hold harmless, and indemnify the Somersworth School District, SAU 56, their Boards, officers, agents, employees and representatives from any and all claims, demands, actions and causes of actions, damages, costs, losses, claims, penalties, loss of service, expenses and compensation, including but not limited to, any and all claims for negligence, personal injury, death, property damage, and attorneys fees and costs which may, in any way arise from or out of the operations of the Carrier pursuant to the terms of this proposal, whether such operations be

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performed by the Carrier itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of this proposal.

- 26) Liquidated Damages. The contract will include a liquidated damage provision in recognition of the expense and difficulties in proving the actual loss suffered by District if the Carrier does not perform the services specified or comply with the conditions of the contract by, for example, not providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, the Carrier will be required to pay the District the sum of the daily rate of the annual awarded contract for each violation of the contract. The liquidated damages shall be deducted from the District's next payment to the Carrier.
- 27) Non-Appropriation. The contract shall include a non-appropriation clause which states, "In the event that sufficient funds are not appropriated for student and/or school transportation services during the ensuing fiscal year, the Somersworth School District may terminate this contract by written notice within thirty (30) days of adoption of the district budget for the fiscal year in question, and the agreement shall be terminated effective immediately."
- 28) Contract Documents. The contract documents shall consist of this Request for Proposal, any questions and written explanations or clarifications of the RFP provided, all documents submitted by the Carrier in satisfying this request, and signed contractual agreements executed in a form approved by SAU 56 and the Somersworth School District.

Section II: Routes and Schedules

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

- 1) The Carrier is responsible for establishing routes and bus stops, using relevant School Board policies.
 - a. The initial route schedule and stops shall be submitted to the Superintendent of Schools or his/her designee for review by July 31. The proposed schedule shall be submitted to at least two local newspapers by August 15. Each successive year of the contract this procedure will be followed
- 2) Route adjustments: The Carrier shall be flexible in adjusting routes to meet changing factors. The Carrier shall also be flexible in extending routes to accommodate new residential developments or to serve pupils moving into areas where pupils initially did not live.
- 3) Routes are to be planned so that students do not arrive at school more than ten minutes prior to opening, wait at the close of school more than ten minutes, and that the ideal route shall be 25 minutes but in no case may a route be more than 35 minutes.
- 4) The Carrier will maintain routes and time schedules as set and will give prompt notice if any difficulty develops. Changes in routes or time schedules shall be made only after prior notification to the Superintendent of Schools or his/her designee. The Carrier is responsible for communicating route schedules to families and pupils. Whenever a route change occurs, the Carrier is responsible for notifying families and pupils.

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- 5) The Carrier shall conduct training sessions for pupils in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available.
- 6) Field trips: Field trips are scheduled for the most part during school hours. There may be occasions when certain trips will run beyond the normal school day, or be conducted on weekends. Field trips are usually arranged by individual schools, and will be invoiced to specific organizations. Provisions for handicapped accessibility must be considered when scheduling buses for field trips
- 7) Athletic trips: Athletic trips are scheduled for the most part after school hours. There may be occasions when certain trips will start before school ends or on weekends.
- 8) The Carrier will meet at least quarterly with the District for the purpose of reviewing any concerns by either party regarding student conduct, discipline or operations. Other meetings may be scheduled as needed.

Section III: Buses

- 1) A bidder must provide sufficient buses to comply with all proposals and alternatives.
- 2) All vehicles provided by the Carrier must comply in every respect with all local, New Hampshire State and federal laws, regulations, and ordinances applicable to the transportation of pupils. All modifications to the transportation services or equipment provided by the Carrier that may be mandated by federal, state, or local laws or regulations during the term of the contract will be implemented by the Carrier at no additional cost to the District.
- 3) The Carrier will provide spare buses in the event of a failure of one of the buses. Spare buses must be available within 20 minutes of a breakdown.
- 4) Standees will not be permitted.
- 5) The Carrier agrees that buses will not operate above rated capacity.
- 6) No vehicle may be more than five years old during the life of the contract. The Carrier must provide a list of buses to be used prior to the start of each year of the contract showing: Make, Year of Manufacturer, mileage, and condition of vehicle with its bid submittal.
- 7) Each vehicle shall be equipped with a digital camera and audio for surveillance and monitoring student behavior. The Carrier shall comply with all District policies and laws on the use of audio and video recordings on buses. The Carrier shall prominently display a sign in each District vehicle informing occupants that the audio and video recordings are occurring as required by RSA 570-A: 2, II (k). The Carrier shall comply with District's requirements on the retention and reviewing of all recordings.
- 8) All buses must have Somersworth School District written on the sides.
- 9) The School Board has the right to increase or decrease the number of buses at the beginning of each school year to conform to changes in student population and retain the right to change opening and closing times of school.

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- 10) If at any time during the term of the contract additional buses or fewer buses are required, the Carrier will provide or delete buses at the existing contract rate. The School Board reserves the right to increase or decrease the number of buses upon written notice to the Carrier. The Carrier must comply within two (2) weeks after receipt of written notification. An adjustment in the contract price shall be made for any increase or decrease in the number of buses.
- 11) The School Board estimates that six (6) eighty-four (84) passenger buses will be needed on a daily basis for transportation of Somersworth students to and from school.
- 12) Radio Communication. All buses shall be equipped with two-way radio communication equipment having sufficient capacity for communication between each bus and the Carrier's dispatch terminal. The Carrier shall provide each bus/driver with a cell phone for use when the bus is out of radio range (e.g., field trips, athletic trips).
- 13) Inspection. All buses must be cleaned and inspected daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by the Carrier, and made available to the Somersworth School District upon request. The District reserves the right, at the sole cost of the Carrier, to require inspection and certification of the condition of the buses at any time by the Division of Motor Vehicles of the New Hampshire Department of Safety.

A vehicle not passing the daily inspection shall not be utilized to transport students until it will pass the daily inspection. A pass will be deemed to mean that all inspected items are in good working order.
- 14) Regular Service Interval. The Carrier shall maintain a regular schedule for servicing all vehicles consistent with manufacturer's recommendations and fleet maintenance standards which shall include, but not be limited to oil, grease, tires, battery, brakes, lights, all equipment related to wheelchair accessibility, and all safety appliances, monitors, and accessories. Records of maintenance activities shall be maintained by the Carrier, and made available to the District upon request.
- 15) Bus Cleanliness. The buses shall be cleaned each day, and through the day as required, to help ensure a healthy and safe environment for the passengers.

Section IV: Drivers

- 1) The Carrier shall at all times have available an adequate number of qualified drivers and substitute drivers to fulfill its obligations to the District.
- 2) There will be no smoking by drivers while transporting children to and from school, during any other student transportation activity, or while on SAU 56 or District property.
- 3) The Carrier will furnish to the School Board a list of all drivers at least thirty (30) days prior to the start of the school year. All drivers are subject to a criminal record check in accordance with RSA 189:13-a and District policies at the Carrier's sole expense.
- 4) All drivers must be properly licensed to drive the vehicles to which they are assigned, and will be in good physical condition at all times during which they are engaged in driving duties. The Carrier will conduct mandatory drug and alcohol testing at its sole cost and will furnish copies of the results to the

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Superintendent of Schools on request. The Carrier shall be responsible at its sole cost to obtain certificates of physical examination as required by RSA 200:37.

- 5) If the Carrier knows or should have known that a driver assigned by the Carrier to perform services under the contract is charged and/or convicted of any traffic violation or other crime, the Carrier shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver or monitor, date of violation or crime, and nature of violation or crime.
- 6) The Carrier agrees that all regular and substitute drivers employed by them will be 18 years of age or older.
- 7) The Carrier shall provide quality training in school bus driving, student management and safety for each of its drivers in accordance with state and federal regulations. The Carrier must maintain current, accurate records documenting the training and required licensing of each driver, including substitute drivers.
- 8) Drivers will not leave the bus unattended when children are in a bus. In an emergency, the safety of the children is the first priority.
- 9) All drivers are subject to School Board approval. The School Board may withdraw its approval of any driver for any reason in its sole discretion including but not limited to the driver does not meet the standards of good moral character and is not a good example for children.
- 10) Pupils are not allowed to leave any school bus, except at their regularly designated stops unless there is a specific approval by the Superintendent of Schools or his/her designee.
- 11) The speed and method of operation of buses shall insure a high degree of student safety.
- 12) Drivers may be requested to enforce a bus pass system. The system will be developed in conjunction with the Carrier.
- 13) When picking up or dropping off students at respective schools only approved pick up and drop off points will be used.
- 14) The School Board may establish policies/codes of conduct for students riding buses, and school bus drivers will be required to enforce those policies/codes of conduct.
- 15) All drivers shall be selected, employed and paid by the Carrier. No driver shall be considered an employee of SAU 56 or the Somersworth School District and the Carrier alone shall be responsible for the acts, omissions, conduct, and control of any personnel in its employ.
- 15) Requirements
 - a. All bus drivers shall be of good health, reputable character, and exhibit an ability to work cooperatively with students, student families, SAU 56, the District and members of the public.
 - b. All bus drivers will enforce those reasonable rules of behavior required by the District and the Carrier. Operators or the Carrier's designee shall report in writing to the District on a form provided by the Carrier, the names and offenses of students who fail to abide by the expected rules of behavior while on the bus.
 - c. No driver will allow children to leave the bus except at scheduled stops unless authorized by the District.

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- d. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
- e. Drivers shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
- f. Drivers do not have the authority to refuse transportation to any eligible child, nor do drivers have the authority to remove a child from the bus.
- g. Drivers shall not be permitted to carry any person, other than students assigned to the bus, or a school officer, teacher or chaperone while transporting students without the express consent of the Carrier and SAU 56 with exception of Carrier employees such as supervisors or driver trainees, and bus monitors.
- h. Drivers shall not permit any person other than authorized law enforcement and emergency personnel (or those identified above) to step aboard the bus while students are present in the vehicle.

16) Tobacco Use. Bus drivers may not use any tobacco products while transporting students, while alone on the bus or while on SAU 56 or District property.

Section V: Adjustments

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

Section VI: Proposal Specifications

Proposals must include the following information:

1. A general profile of the firm, including the location of the transit terminal in and from which buses will be housed, dispatched and maintained.
2. Appendix A - "RFP Quotation Form" completed and signed for the base request and the alternate.
3. An inventory listing of buses to be used in the first year of the contract. This listing shall include the make of the bus and bus body, year of the bus' manufacture, capacity, present mileage, and general condition for each bus.
4. A statement describing the respondent's training and safety programs for bus drivers.
5. A statement describing the respondent's recruitment programs to hire and retain bus drivers.
6. Names, addresses, phone numbers, and contacts in other public school systems, particularly those similar in size to the Somersworth School District, for whom similar services have been delivered in the past five years, or are currently being delivered.
7. A statement regarding any past or pending litigation with a client.
8. The name, address, telephone number, fax number, cell phone number, and email address of the firm and the contact person for this proposal.

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9. Three copies of the completed proposal and one signed original document are requirements at submission.

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

Submission and Opening of Proposals

1. Proposals must be submitted in sealed envelopes clearly marked "Sealed RFP-09-19-Regular Student Transportation Services" no later than 2:00 PM EST on Friday October 25, 2019.
2. Proposals may be delivered in person, by courier or by USPS to the SAU 56 Business Office, 51 West High Street, Somersworth, NH 03878. ***Proposals submitted by facsimile or electronic mail will not be accepted.***
3. All proposals will be opened at the above date, time and place.
4. Proposals marked confidential in whole or in part will not be accepted. Any information provided in a proposal becomes available for public inspection and distribution as required under New Hampshire Right-To-Know Law. All proposals will become the property of the Somersworth School District.

Further Information

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

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

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**REGULAR STUDENT TRANSPORTATION
RFP – 09-19**

(This form becomes Schedule A upon signature of a contract)

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

	Year	Year	Year	Year	Year
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
1. Total Cost for six buses with 84 passenger capacity per the specifications for 177 days.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Cost for Field trips.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Cost for Athletic trips.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Optional Cost for Homeless transportation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

6. Fuel Adjustment Rates:

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

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