

REQUEST for PROPOSAL - Bus Personnel Management

INDEPENDENT SCHOOL DISTRICT NO. 252
CANNON FALLS AREA SCHOOLS
820 E. Minnesota Street
CANNON FALLS, Minnesota 55009

**REQUEST FOR PROPOSAL OF THE PERSONNEL MANAGEMENT AND ROUTE/ACTIVITY SCHEDULING OF THE
TRANSPORTATION DEPARTMENT PURSUANT TO M.S. 123B.52, SUBD. 3**

1. Notice is hereby given, that Independent School District No. 252, Cannon Falls Area Schools, will receive written proposals for the personnel management and route/activity scheduling of transportation of its schoolchildren, including special education and handicapped students, according to the specification and conditions which may be obtained from the office of the Superintendent of Schools, 820 E. Minnesota Street, Independent School District No. 252, Cannon Falls, Minnesota 55009. Proposals shall be submitted in the form and manner contained in the specifications and the conditions.
2. Proposals must be received in the office of the Superintendent no later than March 31, 2020, at 1:00 o'clock p.m. at which time the proposals will be opened and tabulated and distributed to interested parties. No change can be made in the written proposal without the consent of the school district. Negotiations will be conducted at such time and place as designated by the school district utilizing such procedures as the school district deems appropriate.
3. On April 13, 2020, at 6:00 o'clock p.m., the school board will meet to evaluate the proposals and act thereon. The school district reserves the right to accept, reject or negotiate any proposal and to make an award for the personnel management and route/activity scheduling of transportation services which is deemed most favorable and advantageous to the school district. If further information is desired, interested persons should contact the district business office, phone 507-263-6800.
4. Any person whose proposal is accepted may be required to furnish a performance bond in the full amount of its proposal, which bond shall comply with the provisions of Minnesota Statutes, Section 574.26. The amount is discretionary with the school board. M.S. 123B.52, Subd. 3.

Dated this 9th day of March, 2020.

INDEPENDENT SCHOOL DISTRICT NO. 252
Cannon Falls, Minnesota

Katie Lochner
Clerk

Please publish on March 12 and 19, 2020

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CANNON FALLS AREA SCHOOLS
820 E. Minnesota Street
CANNON FALLS, Minnesota 55009

**PERSONNEL MANAGEMENT AND ROUTE/ACTIVITY SCHEDULING OF THE TRANSPORTATION DEPARTMENT
SPECIFICATIONS AND CONDITIONS**

SECTION I. GENERAL CONDITIONS

- A. Duration:** The service shall be for the 2020-21 and 2021-22 school years and the school district has the option to extend the period not to exceed 2 additional school years on the same terms and conditions. Any award must establish the consideration for the entire contract including any options to extend. A future ascertainable adjustment may be utilized such as the Consumer Price Index.
- B. Service within the School District:** Supplier shall furnish personnel sufficient to provide daily transportation of students within the school district for the 2020-21 and 2021-22 school year(s) to the various schools of the school district according to a time schedule and on routes determined by the school district. There shall be no change in any bus route or time schedule without consent of the school district. Generally, the transportation will include pick up from home to school in the morning and pick up from school to home or residence in the afternoon.
- C. Service Outside of School District:** Supplier shall furnish personnel as required by the school district to provide daily transportation of handicapped students outside the school district for the 2020-21 and 2021-22 school year to such schools in other school districts as designated by the school district according to the district's needs.
- D. Contract and Performance Bond:** The supplier shall enter into a formal contract based on the conditions and specifications as set forth herein. The supplier may be required to supply a performance bond equal to 100% of the anticipated contract award, before commencing service, and shall also provide liability and property damage insurance as herein described. The performance bond shall comply with the provisions of Minnesota Statutes, Section 574.26. The amount is discretionary with the school board. M.S. 123B.52, Subd. 3.
- E. School District Agent:** For purposes of communication with the school district regarding the transportation contemplated by the contract, the supplier shall communicate with the Superintendent of Schools. The school district reserves the right to waive any informalities, to accept or reject in whole all proposals, to request new proposals, or to award a contract which in its judgment is in the best interest of the school district. In the event of identical proposals, the school board may utilize negotiated methods so long as the lowest tied price is not exceeded. In the event of only a single proposal, the school board may negotiate a lower price with the supplier. The school district reserves the right to waive any informalities, to accept or reject in whole all proposals, to request new proposals, to enter into direct negotiations utilizing such procedures as determined by the school district and to award a contract which in its judgment is in the best interest of the school district.

SECTION II. SPECIFIC CONDITIONS

Instructions for Submitting Proposal:

1. Any written proposal containing an alteration or erasure of any price contained in the quotation shall be rejected unless the alteration or erasure is corrected as follows: An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the proposal.
2. Proposals for transportation to schools outside the school district shall be made on the basis of cost per student per day of enrollment.
3. Proposals for transportation to schools within the school district shall be made on the basis of the total cost for all vehicles required.
4. As a part of its preparation for submitting a proposal, a supplier shall fully inform itself of school district needs by personal visitation and conferences prior to submission of a written proposal, and may examine maps, schedules, current routes, and other necessary

information available at the office of the Superintendent and Bus Garage. 5. Supplier shall furnish with its proposal a written biography and statement indicating the type and extent of personnel management and route/scheduling transportation experience, references, a list of names of school districts (public, private or parochial schools) previously or presently served, including dates of service. A financial statement with bank references may be required and shall be submitted to the school board if requested.

B. Vehicles: 1. School buses shall comply with all federal and state laws and regulations at all times under this contract and shall be approved by the school district. Sufficient vehicles shall be available as determined by the school district. 2. Names, addresses, and school bus driver's license numbers for all drivers and substitutes. 3. All vehicles must be maintained in safe operating condition, exterior and interior cleanliness must be maintained. Sufficient heat shall be maintained in all vehicles at the time students are being transported. 4. Equipment that is necessary to meet the needs of an individual student shall be identified by the school district. 5. Radios: Some vehicles used for specialized transportation may be equipped with 2-way radios. The supplier's proposal shall clearly indicate the cost with or without radios. 6. Regulations: All vehicles used shall comply with all road and safety regulations as set forth by any Federal, State and Municipal policy, law, statute or ordinance as it may relate directly or indirectly to the safe operation of a vehicle used in public transportation of students. 7. Inspection: All vehicles used in transportation service shall be made available for inspection from time to time as deemed necessary by a school district agent or any state authority.

C. Insurance: 1. Successful supplier shall maintain during the life of the contract public liability and property damage and excess liability insurance with minimum limits as follows: a. Bodily injury and \$500,000 claimant, \$1,500,000 per single property damage occurrence b. Medical coverage \$1,000,000 per claimant c. Excess liability, \$ 1,000,000 each claimant bodily injury and in addition will be required to maintain any additional coverage which may be required of school districts during the term of this agreement. 2. Certificates of insurance coverage shall be filed with the school district when the contract is executed and shall carry the following endorsement: "It is agreed that such insurance as is afforded by the policy applies subject to the following provisions: Under the Bodily Injury Liability and Property Damage Liability Coverage. The company agrees that it will not use, either in the adjustment of claims or in the defense of suits against the insured from tort liability, any legal immunity the insured may possess solely by reason of its sovereign status unless requested in writing by the insured to interpose such defense." 3. Successful supplier shall furnish and maintain during the life of the contract Workers Compensation coverage for the protection of its employees in amounts required by law. 4. No liability resulting from a vehicular accident, or any driver or operational negligence will be assumed by the school district, or its officers, employees or authorized representatives. 5. All certificates of insurance coverage furnished to the school district shall show the school district as an additional insured under the policy, and such certificates shall be in force at all times under the contract.

D. Service Conditions: 1. It is anticipated that daily transportation to each of the school locations will be substantially as follows: a. 1180 number of regular students b. 200 number of handicapped students. Any new or additional students who can be transported without additional cost to the supplier shall be transported by supplier on request by school district at no additional compensation. Should such new or additional students require significant changes in routes or number of kinds of buses or vehicles which in the opinion of the school district will require additional cost to the supplier, the school district may pay to the supplier such additional sum as mutually agreed by the school district and the supplier or any other supplier. Extracurricular and special trips as requested by the school district shall be provided by the supplier at the rates provided in supplier's proposal. Supplier will quote costs for providing bussing service for extracurricular activities and special trips on both hourly rate and mileage rate. 2. The number of students transported shall not exceed the rated manufacturer's capacity of the transporting vehicle. If passenger vehicles are used, i.e., private cars, the number of passengers shall not exceed five (5) or the rated capacity of the vehicle, exclusive of the driver. Scheduling of the students for arrival at the various school locations shall conform to regular school schedules, or to the schedule established by the school district. 3. Handicapped students shall be picked up immediately in front or as near as possible to their homes. A student shall load or unload at home or school only from the right side of the vehicle,

except on a one-way street, where the non-traffic side of the vehicle may be used. Type III vehicles shall load and unload in the student's driveway, if one is available. 4. No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the school district. The school district reserves the right to assign attendants to any vehicle in the best interest of any student. 5. The successful supplier shall be highly selective in the employment of its drivers. The supplier will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who have been thoroughly checked for ability, character, integrity and fitness, and who are acceptable to the school district. The school district reserves the right to comment on the performance of any employee of the supplier and supplier shall take appropriate steps to improve services. The successful supplier must agree annually to provide 4 hours of in-service time for all bus drivers utilized in the performance of the contract including substitute drivers or additional drivers for routes which may be added during the year. Such in-service training sessions shall be scheduled between the hours of 9:30 a.m. and 2:00 p.m. All drivers shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual and must be assessed periodically for the following competencies: 1) Safely operate the type of school bus the driver will be driving; 2) Understand student behavior, including issues relating to students with disabilities; 3) Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately; 4) Know and understand relevant laws, rules of the road, and local school bus safety policies; 5) Handle emergency situations; and 6) Safely load and unload students. The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual. The supplier must provide annually an individual school bus driver "evaluation certification" form for each school district driver. Each driver must have completed a criminal history background check to the satisfaction of the school district. Supplier shall provide satisfactory evidence of the good health of each driver prior to each school year (or during the school year for new drivers) based on a yearly physical examination. Such examination shall indicate that the driver complies with the minimum health standards required by the rules and regulations of the State Board of Education or any other state agency for school bus drivers. The expense of the physical examination for all drivers shall be paid by the supplier. The supplier must comply with all state and federal laws governing the mandatory drug and alcohol testing of school bus drivers. The supplier and each driver must comply with the requirements of Minn. Stat. § 171.02. 6. Smoking on vehicles shall be prohibited at all times. The driver shall not carry on unnecessary conversation while the vehicle is in motion. The driver shall at all times operate the vehicle in a safe, prudent and careful manner with due regard for traffic conditions, speed limits and road conditions. Drivers will not be allowed to make personal stops. Drivers shall not operate a school bus while communicating over, or otherwise operating a cellular phone for personal reasons when the bus is in motion. 7. Successful supplier shall be responsible for handling complaint calls.

SECTION III. BILLING

The supplier shall agree to bill the school district within ten days after the end of each month for services rendered for that month on vouchers provided by the school district and in compliance with state laws. If such billings are proper, the school district shall make payment within fifteen days thereafter.

SECTION IV. INCLUSION BY REFERENCE AND APPLICABILITY OF LAWS AND MISCELLANEOUS PROVISIONS

A. Anything herein notwithstanding, successful supplier shall comply with applicable provisions of State and Federal Laws including the Motor Vehicle Code, Department of Education or any other state agency rules and regulations relating to student transportation, the construction, design, operation of equipment, and safety accessories for equipment, vehicle codes and other applicable laws, rules and regulations prescribed by the State or any political subdivision thereof relating to the transportation of regular and handicapped students. B. The school district shall require strict adherence to the terms of the specifications of the contract to be awarded in order to safeguard the comfort and safety of the students and to provide for the orderly operation of its program. C. The attached proposal form shall be completed by each supplier desiring to make a proposal to the school district. D. Acceptance of a proposal by the school district for the transportation contemplated by these specifications shall be reduced to written contract and the successful supplier agrees to execute such contract

which will refer to and include by reference these specifications. It is understood that a contract for transportation will be effective upon award by the school district, or execution following negotiation if not bid. The successful supplier shall comply with the school district's adopted transportation regulations which are a part of its administrative code so far as they are applicable to the performance of transportation of students. A copy will be made available to any supplier desiring to submit a proposal. E. The Supplier shall provide the school district with a cashier's check or bid bond in the amount of Dollars (\$1,000,000) from a reputable bonding company satisfactory to the school district, guaranteeing as bid surety that the supplier will enter into a contract and comply with the terms, conditions and covenants of the Agreement and these specifications. F. In the event a contract is awarded and there is any dispute whether or not the proposed type of equipment, character of the service, ability and qualifications of the drivers, or any other fact question shall arise, the school board shall be the sole judge, arbitrator and determiner thereof. G. If additional buses are required to handle any additional students within the school district, and if the supplier is unable or unwilling to provide the kind and caliber of additional buses specified by the school district at a price equivalent to that provided under this contract, the school district may provide such transportation at a price agreed upon between the school district and the supplier or any other supplier in accordance with applicable bidding statutes. H. The supplier agrees to provide any necessary information to the school district, which will permit the school district to apply for a refund of the federal excise tax per gallon of gasoline and will assist the school district in processing any application for a refund. Supplier shall also supply all information necessary for the school district to make claim for state aids for transportation to the Department of Education and any other forms or data required by the Department of Education to be filed by the school district with the Department of Education as relate to the transportation of students under this contract. I. The entire operation contemplated by the Agreement shall comply with applicable rules and regulations adopted by the Commissioner of Education, the Minnesota Department of Transportation, any other state agency and the school board, presently in effect or now or hereafter adopted and required and the supplier will be bound by all rules and regulations, local ordinances, or State and Federal laws relative to road conditions and road restrictions, as well as with ordinances of other subdivisions of government. J. It is also agreed that the supplier will provide a competent dispatcher, who will dispatch all buses and equipment proposed for service and under said Agreement, and shall assign bus drivers to school district routes who shall be approved by the School Board and shall, at the request and in the discretion of the school district, remove a bus driver found unsatisfactory by the school district.

SECTION V. BUS DRIVERS' RULES OF CONDUCT 1. All drivers shall submit to the school district before the date on which school opens or before the date on which such driver shall operate on the routes, a physician's statement as to the driver's physical condition and health to show compliance with applicable regulations. 2. All drivers shall be required to travel over the routes and make the stops according to the timetables designated by the appropriate school district official. 3. All drivers shall exercise all proper care in protecting children from injury and exposure. 4. All drivers shall stop the vehicle and cause the same to be flagged over all railroad tracks by the bus patrol when such a patrol is available. When the bus patrol is not available, the driver shall, after stopping the vehicle, personally ascertain that the tracks are clear before crossing. 5. The drivers shall supervise all students when they cross the highway before entering and on leaving the school bus. 6. All drivers shall observe and obey all traffic rules and regulations imposed by the State of Minnesota and the various municipalities on all public roads. 7. All drivers shall observe all operating rules adopted promulgated by the Commissioner of Education, the Commissioner of Transportation, any other state agency and the local school board for the operation of the vehicle on the roads. 8. Drivers shall maintain order among the children at all times when they are being transported to and from school, shall allow them to enter and leave the bus only at such places as shall be designated by the appropriate school district official, shall keep the aisle and emergency exit of the bus unobstructed at all times when children are being transported and shall report all cases of disobedience, improper conduct and speech, and cases of tardiness to the principal of the school to which the student is transported or which the student attends. 9. No driver shall use profane or indecent language within the hearing of any student and shall tolerate no such language on the part of the students. 10. No driver shall be under the influence of an alcoholic beverage or controlled substance as defined by the Minnesota Highway Traffic Regulation Act (M.S. 169) at any time while transporting students. The school district may refuse to accept as a

driver any person who habitually uses alcoholic beverages or controlled substances to excess as determined by the school district, and the school district shall not be required to accept any driver whose driver's or chauffeur's license is under suspension or revocation. 11. Each driver will make such daily and weekly reports as may be required by school district officials regarding the schedules and passengers and incidents en route. The reports shall be delivered to the supplier, who shall deliver them to the appropriate school officials. 12. All drivers shall report immediately to the appropriate school district officials all accidents involving the vehicles operated by the driver during the transportation of students. 13. All drivers shall attend the meetings of the school bus drivers that may be called by the appropriate school district officials. 14. All drivers shall attend regional bus drivers' schools of instruction as the same may be scheduled, and shall bring the vehicles used by the drivers for student transportation for inspection when such inspection is ordered by the State Board of Education. 15. No drivers shall allow students to use tobacco, alcoholic beverages or controlled substances while in the bus. 16. All drivers shall notify the Minnesota Division of Driver and Vehicle services and/or the supplier of a conviction for a motor vehicle traffic violation, license suspension, or other conviction as specified in Minn. Stat. § 171.02.

SECTION VI. CONCLUSION Independent School District No. 252 will require strict adherence to the terms of the specifications and of the contract to be awarded, including but not limited to specifications related to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, constant attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and orders of the School Board, Superintendent of Schools, other appropriate school district officials, the officials and peace officers of any and all municipalities and of any and all other persons or bodies having jurisdiction or control of any subject matter of the contract.

SECTION VII. PROPOSED TRANSPORTATION AGREEMENT ATTACHED Suppliers are instructed to read the attached agreement and be expected to comply with it in the event of an award.

TRANSPORTATION CONTRACT INDEPENDENT SCHOOL DISTRICT NO. 252 Cannon Falls, Minnesota This agreement is made effective _____ by and between Independent School District No. 252, Cannon Falls, Minnesota, hereinafter described as "School District" and _____ hereinafter described as "bus operator" as follows: 1. 1. It is contracted and agreed by and between the said parties that the bus operator shall transport students required to be transported by the school district from any points on the designated routes to and from designated schools according to the routes and schedules as are furnished from time to time by the superintendent of the school district, or other appropriate school district officials, for the period of this contract. 2. The bus operator agrees: a. To furnish chassis and passenger school bus bodies both conforming to all the State and Federal laws and regulations relating to school buses. b. To keep said school buses properly stored so that they will insure proper warmth and comfort for the students transported therein, each bus to be equipped with good and sufficient heaters. c. To have said buses maintained by qualified mechanics so that they will be at all times in good mechanical condition and kept clean and will from time to time add such equipment and safety devices as may be required by any new laws or rules of the State of Minnesota relating to school buses. d. To furnish drivers over 18 years of age in good health and in possession of a valid, effective bus driver's license issued by the Motor Vehicle Department of the State of Minnesota, and who have completed a criminal history background check to the satisfaction of the school district for said buses in adequate numbers and of proper qualifications to fulfill the requirements of the contract. e. To establish and enforce regulations for the rules relating to the conduct of such drivers. f. To comply fully with all state and federal laws governing the mandatory drug and alcohol testing of individuals required to hold a commercial driver's license (all school bus drivers). g. To discharge or replace any drivers violating rules of conduct or not meeting qualifications or such requirements or qualifications as may be established herein in addition thereto. h. To have on hand serviceable standby buses in sufficient numbers to make all trips necessary under this contract so that all normal buses are operating at all times. 3. The entire operation contemplated in this agreement shall comply with applicable rules and regulations adopted by the Commissioner of Education, the Minnesota Department of Transportation, any other state agency and the school district presently in effect or now or

hereafter adopted and required. The bus operator will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions of any other subdivisions of government and any other regulations relating to the operation contemplated herein. . This agreement shall be in full force and effect for a period commencing July 1, 2020, and ending on June 30, 2022. [This agreement may be renewed for an additional 2-year period at the option of the school district on the same terms by a written notice mailed to the second party. The minimum service to be provided under this agreement shall be to transport one round trip each day school is in session all pupils required to be transported under this agreement to and from the school and the residing place of the pupil for a period of not more than 174 days during each school year of this agreement as required by the school district. This statement shall not in any way excuse Operator from performing all other obligations or duties required under this contract, or the specifications or proposal attached hereto, during the period of this contract for the consideration recited. This contract may be amended or terminated by mutual agreement of the parties in writing approved by the school board upon 30 days' written notice of one party to the other, or as otherwise permitted by this contract or the specifications or proposals attached hereto. Failure or refusal of either party to substantially perform the conditions of this contract during the term of the contract will permit the other party to terminate the contract upon 30 days' written notice in writing to the breaching party, unless within such 30-day period the breaching party shall correct the performance to the satisfaction of the other party, but both parties shall be entitled to all remedies provided by law in case of such breach, failure or refusal, but neither party shall be required to accept less than full performance of this contract unless otherwise agreed in writing by the parties. All notices under this contract required to be given to the school district shall be directed to the clerk of the school district at the school district's administrative offices. All notices required to be given to the operator shall be directed to it at its principal office last on record with the school district. VI. 1. The specifications and general conditions relating hereto are included herein and made a part of this contract by reference along with any proposal submitted by operator, except as otherwise provided in this contract. 2. The school board shall approve any and all school bus routes, bus stops, drivers and alternative drivers. The school district reserves the right to change or alter the schedules and routes of travel by giving at least two weeks' written notice to operator, but any additional costs shall be verified in writing by the operator and additional compensation shall be mutually agreed upon by the parties in writing. VII. Operator cannot assign or transfer any part or all of his interest in this contract without the written approval of the school board of the school district as authorized at a regular or special meeting of the school board. (F-27)Chapter 13 VIII. Operator and school district has complied with the provisions of M.S. 123B.52, Subd. 3. Any adjustments or refunds under this contract shall be determined by mutual consent of the parties. IN WITNESS WHEREOF, the parties have executed this agreement below. Independent School District No. 252 Cannon Falls, Minnesota

By : _____

(Chair)

By: _____

(Bus personnel managemetn company)

Dated this _____ day of _____, 20_____.

(Clerk)

Dated this _____ day of _____, 20____.

	2020-21	2021-22
Regular Route Base Cost To and From School (includes 10 large buses and 6 vans)includes Red Wing Route	Base Cost	Base Cost
Per month cost for 9 months		
Total AM buses		
Total PM buses		
Number of School Days		
Cost per hour for non-route school activities and summer transportation (school bus)		
Cost per hour of summer transportation (van)		
Cost per dispatch hour for ESY-Summer School, Bomber Academy, Bus-Van Routing, Activities, Cannon Kids, Reports		
Cost per hour for transportation aides		
Late Cancel		
All drug testing and physicals of CF school employees will be billed back at cost to the district		
Cost per bus per route for Bomber Academy during the school year		
Cost per van per route for Bomber Academy during the school year		
Bomber Academy/Summer Route Cost per trip per bus/van		
Route 10 - Randolph - per month		