

Student Transportation 2021 Request for Proposal

Contacts:

Gregory Gurley, COO
Gregory.gurley@tlabeloit.com
608-312-2056

Dr. Kristi Cole, CEO
Kristi.cole@tlabeloit.com
608-312-2056

The Lincoln Academy 55 Eclipse Center Beloit, WI 53511 The Lincoln Academy (hereinafter referred to as the District) is seeking proposals for 4K - 12 student school bus transportation. Sealed proposals will be accepted on or before close of business June 2, 2021.

Proposals will be evaluated on an individual basis, and the District reserves the right to accept or decline any proposal for any reason. After all proposals are evaluated and a final vendor selected, the final selected vendor may be subject to final negotiations as needed.

Questions concerning this RFP are to be submitted in writing, via email, to Gregory Gurley. If you discover any significant ambiguity, error, omission, or other deficiency in the RFP, immediately notify Gregory Gurley in writing. Responses to questions may result in an addendum.

The District shall not be responsible for verbal interpretations given by a District employee, representative, or other individual. No information provided verbally, or by parties other than the contact people on the cover page, will be considered binding.

1) Conditions for Proposal

- a) The District reserves the right to accept or reject any or all proposals or any combination of proposals. The right is also reserved to waive any irregularities in the proposals received.
- b) The District will conduct follow-up inquiries to determine the ability of the prospective contractors to perform the duties required in the contract. As part of this requirement, all prospective contractors shall include the following additional information with their proposal:
 - i) A brief statement of the history of the contractor
 - ii) State of incorporation and ability to perform business in the state of Wisconsin
 - iii) If the contractor has ever defaulted on a school bus transportation contract, explain when, where, and why
 - iv) A list of the regional transportation contracts held in the last 15 years
 - v) A list of references that can address the contractor's performance in the student transportation field.
 - vi) A statement outlining the background, experience, and training of all personnel (excluding drivers) who will be working directly with this contract.
 - vii) Written evidence, preferably from banks, of credit availability
 - viii) A copy of the company's most recent financial statement and audit.
- c) The District may request additional information after the proposals are opened.
- d) All proposals must follow the legal obligations and requirements as set forth in sections 121.51 through 121.58 of the Wisconsin Statutes, the requirements of the Wisconsin Division of Motor Vehicles, the Wisconsin Department of Transportation, and the Wisconsin Department of Public Instruction.

- e) Proposals may be modified or withdrawn prior to the date and time of the proposal opening upon written request of the District's contact person.
- 2) Time Frame for Transportation Request for Proposal
 - May 21, 2021 requests posted
 - June 2, 2021 proposals due, 4:00pm
- Criteria for Selection
 - a) Safety record
 - b) Computerized routing and scheduling proficiency
 - c) Driver and attendant recruitment, training, supervision and retention
 - d) Quality of fleet
 - e) Quality of communication and technology equipment
 - f) Maintenance and vehicle inspection compliance
 - g) Terminal and parking facilities
 - h) Management experience and training
 - i) Maintenance staff experience and training
 - j) Flexibility and cooperation of the contractor
 - k) Reference checks on owner, management, and staff
 - I) Cost to the District
 - m) Field trip transportation costs
 - n) Student Safety
 - o) Financial Statement Information
 - p) Any value-added items provided such as audio/video monitoring technology, vehicle telemetry systems, established communication protocols, etc.

The Lincoln Academy is under no obligation to accept or deny a proposal solely based upon cost.

- 4) Term of the Contract
 - a) The contract shall extend for a period of five (5) school years. It shall commence on July 1, 2021 and end on June 30, 2026.
 - b) In the event of inclement weather days during the year, the minimum number of transportation days will be approximately 170. There will be no payment for regular routes on days when school has been cancelled because of inclement weather or any other situation or act of God beyond the control of the District.
- 5) General Specifications
 - a) The contractor shall have exclusive rights to transport students in school buses under the terms of the busing contract. There shall be no restrictions to prevent the District at its option to transport students in: private cars, taxi cabs, other transportation providers, school owned vehicles, or to contract with individual parents to transport their own children. In certain cases, a student(s) may be placed in a specialized program outside of the District or the District may need to transport students identified under the McKinney-Vento Act. The District may contract with parents or another transportation provider if it is more cost effective in these cases.
- 6) District Responsibilities

- a) The District shall supply to the contractor the names, addresses, telephone numbers, grades and school placements for all students transported for use by the contractor to plan routes. Additions and deletions to the original lists will be communicated to the contractor as they become known during the summer and school year.
- b) The District will provide the contractor before the beginning of each school year a listing of the school year starting and closing times.
- c) The District and contractor will work in cooperation in the disciplining of students who do not follow appropriate behavior rules and guidelines.

7) Contractor Responsibilities

- a) The contractor shall provide and furnish all buildings, sites, materials, labor, and equipment necessary to transport all eligible students to and from their home or authorized location and the school for the term of the contract with the exception of those items listed in this document. The contractor shall make buses available at all reasonable times to the District for the purpose of transporting the District's students and staff to other points and destinations for such curricular, co-curricular, and field trips as may be requested by the District.
- b) The contractor shall, at its expense, procure and maintain in effect any and all licenses, permits, and certifications, which are or may be required by the regulatory bodies for the performance of student transportation services. The District will not be held liable for any additional costs incurred with the operation of fuel storage, including regulations and fines imposed by the Environmental Protection Agency.
- c) The contractor shall assume all costs of the transportation operation, including but not limited to costs for buildings, sites, vehicles, communication and technology equipment, maintenance, supplies, accessories, all required insurance coverage, and salaries and benefits for drivers, attendants, and all other employees necessary to carry out the services required.
- d) The contractor will be responsible for all routing and scheduling involved in the student transportation system. The routes will be prepared according to District standards for length of ride, walking distance to meet the bus, and comfortable seating capacity. There must be a continuing effort to combine routes whenever possible.
- e) The contractor shall furnish to the District before the beginning of each school year, a listing of names and telephone numbers of all drivers, along with their assigned routes. The District reserves the right to request that drivers be reassigned or replaced if in the opinion of the District they are unsatisfactory in their assignment.
- f) Before August 15th of each school year, the contractor will provide the District with a complete set of all routes.
- g) The contractor will be responsible for proper supervision of drivers to ensure that the routes are being run correctly and on time. Also included in this supervision should be an annual evaluation of all drivers in the areas of driving competency,

- understanding of laws, bus behavior management, driver interaction with students, parents and school personnel, regulations, and District policies.
- h) The contractor shall be responsible for conducting emergency evacuation drills at minimum once per year on each route. The drivers will be required to complete verification forms listing the date, time, and location of the drill.
- i) The contractor has shared responsibilities for the discipline of students.
- j) The contractor shall provide to the District all necessary information, for the preparation of reports required by state agencies or the District. In particular, tracking and reporting individual student ridership.
- k) Before the beginning of each school year, the contractor will provide the District maps of each daily route indicating student names, location and time of pickup.
- I) The contractor must provide information for parents and/or guardians related to student pick up and drop off times.
- m) The contractor must provide information for the District's web site, including but not limited contractor information, bus ridership expectations, and a FAQ.
- n) The contractor must provide a performance bond at its expense in the amount of \$1,000,000. A certificate of such bond shall be provided to the District no later than April 1 of the calendar year for each July 1 to June 30 yearly term of the contract. Alternately, the District may in its sole discretion, accept a \$250,000 letter of credit on behalf of the contractor. For the 2021-22 school year the performance bond or letter of credit should be provided by August 1, 2021.
- o) The district will be responsible for determining student busing eligibility based upon The Lincoln Academy transportation policy. The contractor will also be called on to measure the distance from home to school when it is not possible to determine eligibility by using a map.
- p) The contractor will reschedule regular route buses as needed in unforeseen events including, but not limited to early release, late start and emergency dismissal.

8) Terminal Requirements

- a) The terminal shall be staffed and operating during school day with hours starting before the first bus is scheduled to depart for AM routes and ending after the last bus has returned from PM routes.
- b) During non-school days, the terminal is expected to be operated during normal business hours.
- c) On holidays and during breaks, it is at the discretion of the contractor to hold operating business hours.
- d) While on a trip there shall be a designated office member on call that the applicable driver can reach in case of emergency. That office member will have the appropriate skills and ability to rectify the driver's emergency and allow the trip to continue as normal with minimal interruption to the trip.
- e) The terminal shall include at a minimum the following features:
 - A fully equipped, OSHA compliant maintenance shop with service bays and bus washing bay to adequately service the fleet.
 - ii) Appropriate office space for terminal and management personnel and all appropriate office furniture, equipment and technology.

- iii) Base station for the radio dispatch of all buses.
- iv) Driver area where all drivers can check in and out and receive training.
- v) Appropriate meeting and training space.
- vi) Telephone service with minimum of two (2) incoming lines and an emergency contact list that includes home and cell phone contact information for at least two appropriate contractor personnel.
- vii) Parking space and electrical connections for all vehicles.

9) Computer Routing and Scheduling Requirements

- a) The District uses Skyward software for student data management. The contractor will implement and maintain a routing and scheduling program that is compatible with the District hardware and software.
- b) The District will provide necessary student data and boundary information to the contractor for use in routing and scheduling.
- c) The contractor will be responsible for maintaining the District map including periodic calibration of the map.
- d) Drivers shall become familiar with the routes that he/she is to drive prior to his/her first trip on each route carrying students. Practice driving the route at least once is the preferred method.
- e) Before the commencement of each school year the contractor shall have each driver that is assigned a route to perform a dry run of their respective route. This dry run is to ensure the accuracy and timing of their route. Drivers shall report all scheduling conflicts or errors to the appropriate terminal management.

10) Management and Terminal Personnel

- a) The contractor shall employ appropriate management and office personnel to adequately carry out the responsibilities and requirements of the transportation service.
- b) The District encourages the contractor be a member of appropriate professional transportation organizations and participate in training offered by such organizations.
- c) The contractor will provide on-going training for management and office personnel in areas such as management and customer service training.
- d) The contractor will employ at minimum one full-time ASE (or other recognized organization) certified mechanic to adequately service the vehicles and provide a preventive maintenance program. On-going training will be provided to the mechanic(s) to keep current with industry standards and trends.

11) Drivers

- a) The contractor shall employ the necessary number of drivers to fulfill the transportation services required in the contract.
- b) All buses shall be operated at all times by trained, competent, safe and courteous drivers who meet the requirements for school bus drivers as set forth by the Wisconsin Division of Motor Vehicles. In addition, all drivers will be required to follow all of the District's transportation policies and regulations.
- c) The contractor will be required to establish and implement a screening, hiring and training program that includes at a minimum the following:

- i) Contractor must conduct a check on the applicant's driving record.
- ii) Contractor must conduct a criminal background check on the applicant and provide the District with contractor's background check policy.
- d) All drivers must be annually trained in the following area per DPI standards:
 - i) First aid
 - ii) Emergency medicine administration
 - iii) McKinney-Vento
 - iv) Suicide Awareness
 - v) PBIS, Positive Behavior Intervention System
 - vi) Department of Public Instructions requirements

12) Vehicle Requirements

- a) The contractor shall provide the appropriate number and size of vehicles needed for providing the transportation service as requested for the term of contract. All vehicles must meet the specifications as prescribed by the federal government, the Wisconsin Department of Transportation, Wisconsin Department of Public Instruction, the District and any other applicable government organization.
- b) The District may request the contractor for references that would confirm that the contractor has been able to provide enough buses in current and past contracts.
- c) The average age for route buses in the fleet on August 1 of each year shall be eight (8) years or less. No route bus shall be more than ten (15) years old. The contractor will be required annually to provide the District with an inventory of its fleet of vehicles, specifying the chassis, body, mileage, age, size, and VIN number. This shall be provided by August 15th of each year and must be updated as vehicles are replaced or added. Age of the vehicles shall be determined by the age listed on the school bus title.
- d) The contractor must provide a sufficient number of spare vehicles so as to not cause any disruption in service. A sufficient number of spare vehicles must be available to provide service for all curricular, co-curricular, field trips and for unforeseen vehicular breakdowns. All spare buses must be maintained in the same manner as the regular route buses, and are subject to all the requirements, minus the age of fleet stipulation, for buses listed in the document.
- e) All buses used in this transportation service must be equipped with operable two-way radios. A base station is required at the terminal and must be connected to an owned or leased tower.
- f) A cell phone shall be used instead of a two-way radio only when the bus will be ona trip outside of the radio boundaries or if the given bus will be operated outsideterminal hours. The cell phone will be used when needed and only be used when the bus is parked, secured and out of traffic. The vendor will have policy on record regarding cell phone usage as it relates to drivers.
- g) If equipped, all busses must have a properly working digital camera system. The system will provide, at a minimum, one audio channel and up to three video channels covering the entirety of the school bus interior space. The contractor is responsible for following all state and federal laws pertaining handling and storage of bus cameras.

- h) Should busses be equipped with cameras, the contractor is responsible for maintaining the camera systems in a reasonable fashion to ensure cameras are functional and recording during allschool bus operations. At the request of school District administration, the vendor is responsible for pulling footage from the camera system during the investigation of an incident.
- i) All school buses used in operation shall be equipped with working electrical engine heaters. During cold weather operations, the engine heaters shall be used when a bus will be parked outside. All buses shall also use diesel fuel that has been adequately treated for use in cold weather as to prevent fuel gelling.
- j) All buses are to be maintained in excellent mechanical condition so as to meet any and all requirements of the Wisconsin Department of Transportation at all times. They shall be kept neat and clean inside and outside at all times. The exterior of each bus shall be washed as often as necessary to maintain a neat and clean appearance. All buses must be inspected and approved for use by the Wisconsin Department of Transportation annually, and each bus shall carry an inspection certificate. The District will be provided with copies of all inspection reports.
- k) If reasonable suspicion arises of poor maintenance or improper pre-trips being performed, the District reserves the right for a qualified designee to spot check any buses being used in student transport for the District.

13) Insurance

- a) The contractor shall at all times provide and pay for the public liability, property damage, medical coverage, underinsured motorist, and uninsured motorist insurance for all vehicles that it operates in compliance with all requirements of Wisconsin state law. The contractor shall provide the following minimum coverage:
 - i) \$10,000,000 Combined single limit for bodily injury and property damage per accident
 - ii) \$100,000 Medical payments per person per accident.
- b) Policies providing the above described insurance coverage shall name the District as an additional insured. All insurance coverage shall be obtained from an insurance carrier authorized to do business in the state of Wisconsin. The contractor's insurance carrier shall have an A.M. Best rating of no less than A.
- c) Certificates of insurance shall be filed at all times with the District during the term of the contract with the District named as an additional insured.
- d) Any cancellation of the insurance policy in full or in part shall be made only after advance written notice of thirty (30) days to the District.
- e) The contractor shall carry all other required insurance coverages such as unemployment compensation and worker's compensation.

14) Escalation Clause

 Please provide a proposed escalation schedule for years two through five of the contract.

15) Indemnification

a) The transportation contract will contain an indemnity clause.

16) Termination and Performance

- a) In the event the contractor shall fail to carry out the terms, conditions, or specifications of this contract for any reason, the District shall, upon reasonable notice to the contractor, and its refusal, immediately have the right to furnish or cause to be furnished the transportation herein agreed to be furnished by the contractor.
- b) The contractor shall not assign or sublet any contract entered into the District, in whole or in part, without the prior written consent of the District. In the event the ownership of the company is acquired, transferred, or altered, the District shall have the right at any time thereafter to terminate the contract. The use of drivers or buses from other terminals within the same company during times of need are the only exception.

17) Hours of Service

a) The TLA regular school day for students is from 8:00 am – 4 pm. Breakfast will be provided for scholars and will begin at 7:30 am. Busses should arrive between 7:40am and 7:45am.

18) Dedicated Special Education Routes

 We are still obtaining student data but anticipate we may have a need for transportation for Special Education Students

19) Wheelchair Routes

a) We are still obtaining student data but anticipate that we may have students that require wheelchair enabled busses.

20) Bus Aides

a) As an alternate component of your proposal, please provide a pricing structure bus aide service.

21) Curricular, Co-Curricular, and Field Trips

- a) This category involves providing school bus transportation services for the District's athletic teams, musical groups, and othergroups. It also involves providing school bus transportation for field trips both during school hours and/or extending beyond school hours or on non-school days.
- b) If a trip requires extended hours, or an overnight stay, upon District approval, the contractor will be reimbursed the actual cost for meal and lodging expenses up to the stated maximum.
- c) The contractor will prepare a separate invoice for each trip taken that will include the detail of the movement and the appropriate purchase order number. All invoicing and payment for trips will be through the District.

22) Summer School Routes

 a) The district anticipates convening for summer school starting in the summer of 2022. The estimated scholar account for summer being about 15% of the standard school year total