

## HOPKINTON SCHOOL DISTRICT REQUEST FOR PROPOSALS

### SCHOOL BUS TRANSPORTATION

The Hopkinton School Board is seeking sealed proposals for district-wide Transportation Services. Information may be obtained from Michelle Clark, in the SAU Office at 204 Maple Street, Contoocook, NH 03229, or by calling (603) 746-5186. The proposals should be sealed and marked "Transportation Services Bid" in the lower-left hand corner of the envelope, and received in the SAU Office by 3:00 p.m. on Thursday, October 25<sup>th</sup>, 2007. Late proposals will not be considered. The District reserves the right to reject any and/or all proposals and waive any and/or all formalities. The cost of services to be provided are as bid on the Basic Bid Form Option A, One tier route system where K-12 students ride together and Option B, no bus over two (2) years of age and no more than 40,000 miles (attached) and the Options to the Basic Bid Form (attached) are to be considered as part of this contract. No bus providing service under the terms of the contract shall exceed 100,000 miles. Contract awarded bidder will be required to execute this contract for a five-year term effective July 1, 2008, through June 30, 2013. All terms and conditions as set forth in the bid specifications are considered as part of this contract except as amended or clarified by the attached Memorandum of Understanding.

### FIVE YEAR SPECIFICATIONS

#### Section I - GENERAL SPECIFICATIONS

1. The Hopkinton School Board will grant the contract to a single Contractor. The successful bidder will be required to execute a contract with the Hopkinton School Board for a five year term effective July 1, 2008 through June 30, 2013 incorporating the terms and conditions as set forth.
2. The words, "bidder", "contractor" or "carrier" when used in these specifications shall mean the Transportation Company or its agents seeking to provide Transportation Services to the Hopkinton School District.
3. The word, "District" or "School District" when used in this contract shall mean the Hopkinton School District.
4. Awarding of the contract will be at a later date to be determined at the sole discretion of the Hopkinton School Board.
5. The bidder to whom the award is made shall enter into a written contract with the Hopkinton School District and the requirements set forth in these specifications shall be considered binding and a part of the contract.
6. The contractor shall, during the period of the agreement, provide transportation for all students, or other authorized personnel, as may be required by the School District for

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field trips, excursions, athletic activities, or other purposes designated by the Hopkinton School Board for five years.

7. The Hopkinton schools are scheduled to operate one hundred eighty (180) days. The District reserves the right to cancel scheduled school days because of weather, epidemics, or other emergencies and to change the school calendar as necessary during the school year. The carrier may also operate a limited number of summer routes. All eligible children will be provided transportation to and from designated schools as designated by the District.
8. The carrier agrees to implement all the policies of the Hopkinton School District.
9. Services are to be billed monthly from September-June with the last June billing no later than seven (7) days after the last school day.
10. Except where specifically limited by this contract, the bid price shall be construed to cover all costs incurred by the bidder to perform the work required by the contract.
11. Should any prospective bidder desire clarification or interpretation of any items in the specifications of this bid, they shall request such in writing from the Superintendent of Schools, or designee, and the question put and the answer given shall be given or sent to all known bidders.
12. The Hopkinton School Board, or designee, shall have the exclusive right to make such revisions in the number of buses and the number of routes required including increasing and decreasing the mileage of each route to best suit the needs of the District at any time during the duration of the contract. Such revisions shall be deemed an ordinary part of this contract.
13. The Hopkinton School Board, or designee, may evaluate the contractor's performance at unspecified intervals to determine compliance with all aspects of the contract.

**Section II – CONTRACTOR RESPONSIBILITIES**

1. To qualify to bid, the bidder must have at least seven years experience with one or more bus contracts, with a minimum of twenty (20) operating buses.
2. The carrier shall comply with the New Hampshire School Bus Transportation Rules, all New Hampshire School Bus Transportation Statutes Annotated, (RSA 189:6-RSA 266:62), Federal Motor Carrier Safety Regulations and the Federal Highway Administrators safety and financial responsibilities as they may apply to motor carriers providing the Hopkinton School District school bus services. This shall include criminal background checks and DOT physicals for all drivers within the District.
3. The contractor shall designate, subject to approval of the Hopkinton School Board, or designee, after the award of the contract, and not later than thirty (30) days before the

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effective date of the contract, a particular staff member by name and position who shall be assigned to coordinate transportation arrangements under the contract and to carry out instructions submitted by the Hopkinton School Board, or designee. Said person is not to be a regularly scheduled bus driver and must be available as necessary during the school year. Said person must have successful experience in school transportation or its equivalent. The bus management dispatch office, if located outside of Hopkinton, shall be located no further than five miles from the Hopkinton, New Hampshire town line unless approved by majority vote of the Hopkinton School Board. Contractor's management personnel will be in-district, on-site, the equivalent of one (0) day per week for 160 days and two (e2) days per week for the first two (2) weeks of the school year.

4. Repairs of vandalism experienced while transporting students or other authorized personnel under terms of the contract, shall be the financial responsibility of the contractor, unless the building principal informs the contractor that the student responsible for the damage is to pay for the repairs.
5. The contract shall administer a State of New Hampshire approved safety program for the contractor's personnel and the students being transported. The contractor agrees to conduct bus safety and evacuation drills when requested to do so by the District and/or the State in accordance with their rules and regulations.
6. During the term of the contract, the District may require special transportation services for its handicapped students. In this event, the Contractor shall be required to provide appropriate transportation at the request of the District and at a cost that is mutually agreed upon by the Contractor and the District.
7. The contractor shall allow bus monitors to ride the school buses when the District deems it necessary.
8. The contractor will jointly with the District fund radio equipment that allows the SAU Office, Hopkinton Middle/High School, Maple Street School and Harold Martin School to be on a two-way system which allows communication between District buildings, contractors base, and individual buses.
9. Any accident involving student transportation shall be reported to the Hopkinton School Board, or designee, as soon as possible but no later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Hopkinton School Board, or designee, as soon thereafter as possible and no later than three (3) days after the date of such accident.
10. The contractor assumes full responsibility for reasonable order and discipline on buses and shall enforce such rules, as the Administration shall, in writing, prescribe. Bus operators must cooperate in the maintenance of discipline and report any pupils who are chronic offenders to the office of the building principal.

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1. All vehicles will be inspected and approved by the Department of Safety, Division of Safety Services, State of New Hampshire, prior to August 30 of each year of this contract. In the event that the carrier furnishes replacement buses during a school year, those replacement buses must be inspected and approved per state requirements for school buses prior to transporting Hopkinton School District students.
2. The contracted carrier will be responsible for all maintenance, repair and other costs associated with the buses in this contract. The contractor shall repair, maintain and inspect the two (2) school buses owned and insured by the Hopkinton School District.
3. All buses must be equipped with emergency band two way radios licensed by the FCC. The carrier will provide the necessary bus transportation maintenance dispatch station to accommodate the system. The base station must be staffed at all times the vehicles are in operation.
4. If necessary, the contractor shall be expected to make provisions for such spare buses, van and any other equipment as shall be necessary to provide for the delivery of services stipulated in this contract.
5. The District will require all regular route buses to be equipped with “drop down” tire chains.
6. All vehicles will have a route number on the front and rear of each bus, and all other lettering as required by State law.
7. Buses shall be kept clean and in sanitary condition. Written reports of conditions of buses as determined at the time of State inspections shall be presented to the Hopkinton School Board no later than ten (10) days following the date of inspection.
8. The contractor shall operate school buses in such manner and at such speeds as to ensure a high degree of safety for the pupils, and shall comply with all State and local laws regarding operation.
9. All vehicles used under this contract will be stored, at an area provided by the contractor at their own expense. The contractor will assume full responsibility and liability of such facility. Contractor is required to provide a garage/maintenance facility within the District unless alternative location is approved by majority vote of the Hopkinton School Board.
10. Buses may not be housed at private residences within the Town of Hopkinton for parking, storage or garaging. No miles traveled to or from a bus garage facility located outside the town shall be counted as part of any billed miles.
11. General listing of school buses providing services to the Hopkinton School District in the 2006-2007 school year: eight (8) 77 passenger student buses, and two (2) spare 78

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passenger student buses. The Carrier must have available additional equipment necessary to provide the District a minimum of two (2) spare buses for field and athletic trips at all times. Alternative for one (1) additional route bus and one (1) additional spare bus with a cargo belly.

**Section IV - DRIVERS**

1. All persons assigned, as regular or substitute drivers must be listed on the New Hampshire Department of Safety School Bus Roster. District reserves the right to check these credentials at any time.
2. The names, address, and telephone numbers of the drivers, and alternates, shall be furnished to the Superintendent, or designee, prior to August 20<sup>th</sup> of each contract year, in compliance with RSA 263:29. All drivers, including alternates must have the approval of the New Hampshire Department of Safety, have been fingerprinted according to law, and reviewed and approved by the Division of Safety Services while they continue to operate buses. The carrier must be able to certify drivers as required under NH rules and regulations for school transportation and must have a certified school bus instructor on staff. All drivers must have pre-service instruction of not less than the minimum required by N.H. Department of Safety Rules and Transportation Regulations.
3. The contractor shall provide annual school bus driver training to any number of school district employees if requested. This training will be at a time and place convenient for the District employees. This training shall be adequate for the employees to obtain licenses and training to drive the District owned school buses.
4. No person shall drive a bus provided by the carrier under this contract unless he/she is examined by a medical doctor within the period between June 1 and August 30 of each contract year. The cost of the physical examination required under this paragraph shall be borne by the carrier.
5. Any bus driver, as a condition to employment, must consent to random drug testing, and specific drug testing in the event of an accident.
6. Bus operators shall be screened by means of conducting a Criminal Offender Record Information Search, the results of which show no reason to prohibit contact with children of school age. Search reports are to be kept on file.
7. Drivers shall remain in their respective buses at all times while on school property except in cases of emergency. Drivers shall remain in the immediate vicinity of their buses during the waiting period for all-athletic events and field trips. Drivers are required to coordinate all pick-up times with District staff during field trip, athletic events, etc.
8. The contractor and the bus drivers shall be responsible for the timely pickup and return of all students. District students and staff have an expectation of bus availability. Transportation shall be made available at the appointed times and locations.

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Transportation shall be available upon the completion of scheduled trips. The District reserves the right to request transportation from another vendor if this obligation cannot be met.

9. Drivers shall report all cases of student misbehavior on buses and shall handle all disciplinary matters in strict accordance with District policy.
10. No driver shall eject a student from the bus while on the regular school route except at such student's regular designated bus stop. Bus drivers do not have the authority to refuse any child, who is eligible for transportation, the right to ride the bus or to remove the student from the bus unless permission has been given by the school building principal, Superintendent, or designee.
11. All buses and operators must be available on two (2) hour notice for early closing of one or more schools in emergencies and upon one (1) day notice for early closing of school for all staff workshops, in-service meetings, parent conferences, or other activities scheduled in advance.
12. Drivers shall be clean and neat in appearance at all times.
13. Drivers shall not smoke or carry a lighted cigar, cigarette, or pipe at any time while operating a bus. Music that is not appropriate to a school setting shall not be played on the buses. Only radio stations approved by the Hopkinton School Board shall be played on buses.
14. Bus drivers are to remain on the bus at all times when children are aboard unless properly relieved.

**Section V - INSURANCE**

1. Automobile and general liability insurance will be carried in the minimum amount of five million dollars (\$5,000,000) by the carrier through a company licensed and authorized to do business in the State of New Hampshire, during the life of the agreement.
2. The insurance may be arranged under a single policy or by a combination of an underlying policy with the balance provided by an Excess or umbrella policy. Such policy will name the Hopkinton School District as additional insured and the Hopkinton School Board must receive a certificate of such insurance by August 1 of each year.
3. The carrier will immediately notify the Hopkinton School District if they have received any notice from the insurance company or companies providing such insurance coverage that such company or companies intends to cancel all or any part of such insurance prior to June 30, of any year. Such notice shall be in addition to any obligation of the insurance company or companies to notify the Hopkinton School District as an additional insured.

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4. The carrier will hold harmless the Hopkinton School District and any of its officials, elected or otherwise, or its employees from claims for damages, including legal expenses, for property damage and/or personal injuries, and/or bodily injuries, including death, which may arise from or out of the transportation operation thereunder.
5. The Contractor shall procure and maintain in force a performance bond from an insurance security company licensed to do business in the State of New Hampshire for the benefit of the District conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred (100) percent of each year's contract amount. After the contract award the Board may decide to waive the requirement for the annual performance bond. Please put the annual cost of such a performance bond on the option bid form.
6. The carrier will maintain workers compensation insurance for all employees engaged in the transportation of students. All bus drivers and other personnel engaged in the transportation activities set forth in the agreement are the employees of the carrier.
7. The person, or firm or corporation bidding for the school transportation may be required to submit a certified financial statement upon request of the Hopkinton School Board.

**Section VI - BUSINESS INTERRUPTION AND PROTECTION**

1. If unforeseen circumstances, such as weather, cause cancellation or delayed opening of school, the contractor will provide the necessary transportation services to allow for safe and timely transport of the students.
2. Failure to perform under the contract shall be good and sufficient reason for excusal from contractual liability when such failure is due to natural disasters such as earthquakes and flood. The District may request the contractor to perform as a civil defense transportation provider in such instance as a natural disaster.

**Section VII - CONTRACT DEFAULT**

1. The Hopkinton School District may cancel the contract for improper conduct by the carrier or for failure to carry out any provisions of the contract and may also cancel any part of the contract on due notice if conditions arise making transportation of said pupils unnecessary. The contract may also be modified, if pupil transportation requirements change, by mutual agreement between the Hopkinton School Board and the carrier.
2. If the carrier defaults in the performance of the terms and conditions hereof, and said default continues of a period of five days after notice thereof, the Hopkinton School Board may either withhold any payment from the contractor until such default is cured, without liability for such withholding, or terminate this contract. Such termination will be effective ten (10) days after notice of the problem is given.

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3. If the carrier files a Petition of Bankruptcy, or for reorganization under the Bankruptcy Act, or make an assignment for the benefit of creditors, or be adjudicated bankrupt or have a receiver appointed by a Court for any part of its property, then the Hopkinton School Board, at its option, can terminate this contract.
4. The contractor agrees not to assign this contract in whole or in part nor to assign any money due or to become due to it under the contract, without the prior written approval of the School Board.
5. The carrier shall not assign, sublet, or transfer any interest in this contract without prior written consent of the Hopkinton School Board.
6. Notwithstanding anything contained in this document or the transportation contract, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of the transportation contract period the Hopkinton School Board will notify the carrier immediately in writing of such occurrence and the contract shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to the carrier.
7. This contract will be made subject to all laws of the State of New Hampshire. Any clause, which does not conform to such laws, shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, as aforesaid, that event shall not change the legal effect of any other clause in this contract.

### Section VIII - ROUTE AND SCHEDULE REQUIREMENTS

1. The contractor shall, with the assistance of the Hopkinton School District personnel, prior to the first year only, review current routes and establish a one tier transportation system schedule including routes, scheduling and student pickup lists based on existing routes and district transportation needs.
2. Routing - the contractor shall provide hardware and software to implement a computer routing system. The system must optimize routes, schedule buses, list route and stop times, and if necessary, list students by route and stop.
3. Bidders must satisfy themselves by personal investigation of the area served by the Hopkinton School District and by the study of opening and closing schedules, enrollment statistics to develop the length and number of runs necessary and the equipment and personnel needed to supply the transportation called for in these specifications. The District as a matter of practice prefers student ride time to be one (1) hour or less.
4. The format of the transportation system is to remain essentially the same as the first year of the contract during the five years. The routes for the school year must be presented to the Hopkinton School Board no later than August 1 of each year.

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5. The student population is housed at three sites, the Harold Martin School, Main Street, Hopkinton, with grades K-3; the Maple Street School, Maple Street, Contoocook with grades 4-6; and the Hopkinton Middle/High School, Park Avenue, Contoocook with grades 7-12. The carrier is responsible for annual review of routes.
6. The contractor has primary responsibility for the addressing of parent, student, and community concerns regarding bus related issues to include routes, timing, driver inquiries, etc.
7. Currently students in grades K-12 ride together for AM and PM routes. This bid contains an option of developing a two-tier school bus transportation system. Grades 7-12 would be the first tier and grades K-6 would be transported in the second tier. The contractor will be expected to investigate all options of routing in Hopkinton prior to submitting a bid on this option.
8. The carrier agrees to be responsible for development and oversight of all routing required for pick up and disbursement of student riders safely and in a timely manner. Consideration in preparing the schedule must be given to time of pickup, time of arrival at school, number of children on the bus, riding time on the bus for each student, and State and Federal Laws as well as State Board policies relating to transportation. No bus shall arrive with students earlier than thirty (30) minutes prior to the scheduled school day. No student shall be picked up at his or her school later than thirty (30) minutes from the close of the school day.
9. The assignment of buses, schedules and drivers relative to routine daily transportation of students to and from school shall not be changed due to field trips, or other special or athletic trips. Routes will be assigned a regular driver; these route assignments will take precedence over assignments to field and athletic trips.
10. If the carrier finds that it is necessary to change any of the routes they must notify the Hopkinton School Board, or its designee prior to the change. The school district will then hold primary responsibility for parental notification of changes.
11. The contractor must agree to furnish individual route and trip schedules whenever requested, and by August 1 of each year.
12. The carrier agrees to be responsible for all route training of bus drivers.
13. The contractor must advertise routes in at least two general papers with the local circulation in Hopkinton, New Hampshire prior to the beginning of the school year.
14. The carrier is encouraged to reduce hours students spend on buses. However safety and discipline must at all times be paramount.
15. The carrier may make route and policy recommendations to the Superintendent, or designee.

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16. Final determination of schedules and routes shall be vested solely in the Superintendent, or designee.

**Section IX – ROUTES AND MILEAGE**

1. Field trips, athletic and special event trips are conducted throughout the school year. Generally, field trips start and end during the regular school day. The dates for athletic and special event trips shall be provided to the contractor not less than five (5) school days before each trip subject to change due to unforeseen circumstances.
2. Due to the fact that athletic and special event trips often depart at the same time when regular school day afternoon runs commence, the contractor shall assure the availability of an adequate number of buses to provide transportation at all times for these trips. If the contractor cannot provide service then the exclusive nature of student transportation for these trips shall be waived and the District may/will seek alternatives.
3. Payments for field, athletic and special event trips shall be the rate as bid for the applicable contract year.

**Kindergarten Routes:**

There are usually two mid-day kindergarten routes, one contracted out by the District. The District plans on two (2) routes with an optional 3<sup>rd</sup> route to meet time demands. There are approximately sixty (60) kindergarten students attending both of the half-day sessions of school. The kindergarten students currently ride with the other students during the regular route services. The mid-day hour-long routes drop off the AM kindergarten while picking up the afternoon kindergarten students. These routes are to be bid separately.

**Vocational Routes:**

Normally this route includes one round trip run from the Hopkinton High School to the Concord Vocational Center, Concord, NH. Schedules may not allow for regular route buses to be used, and an additional route could be added.

**Athletic:**

As requested.

**Educational/Co-curricular:**

As requested.

**Special Education:**

The demand for handicapped transportation is variable.

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**Section X - THE BASIC CONTRACT**

The contract will include all of the following components. Contractor must provide a cost for all services.

**Routes:**

The basic contract, when referred to in this document, shall mean the operation of the regular grades K-12 daily bus routes, kindergarten routes, and vocational routes as developed by the bidder. Please note option items separately. Route and options are specified in contract.

**Equipment:**

No bus older than two (2) years and no more than 40,000 miles at the start of the contract.

**Trips:**

All field, athletic, special education and co-curricular trip services (with contractual exception noted).

**Performance Bond:**

Annual performance bond cost.

IN WITNESS WHEREOF: We have unto set our hands in agreement this:

\_\_\_\_\_ Day of \_\_\_\_\_, 2008

IN THE PRESENCE OF:

\_\_\_\_\_ BY \_\_\_\_\_  
Carrier

\_\_\_\_\_ BY \_\_\_\_\_  
Chair of Hopkinton School Board

Contract approved as an Action Item at the November 6, 2007 Hopkinton School Board meeting.