

INDEPENDENT SCHOOL DISTRICT NO. 548
Pelican Rapids High School
Pelican Rapids, Minnesota 56572

INVITATION TO RESPOND TO PROPOSAL FOR BUS TRANSPORTATION
PURSUANT TO M.S. 123B.52, SUBD. 1

1. Notice is hereby given, that Independent School District No. 548, Pelican Rapids, Minnesota, will enter into negotiations for transportation of its school children, according to the specification and conditions which are contained in this document. Proposed amounts are submitted in form and manner contained in the specifications and the conditions.
2. The contract will be brought to the school board once the transportation committee has come to an agreement with contractor. No change can be made in the written quotation without consent of the school district.
3. The school district reserves the right to accept, reject or waive any offer that is not deemed to be most favorable and advantageous to the school district. If further information is desired, interested persons should contact the district business office at (218) 863-5910.

Dated this. _____

Independent School District No. 548
Pelican Rapids, Minnesota 56572

Dena Johnson, Clerk

PELICAN RAPIDS PUBLIC SCHOOLS

Pelican Rapids, Minnesota 56572

BUS TRANSPORTATION SPECIFICATIONS AND CONDITIONS

SECTION 1. GENERAL CONDITIONS

- A. Duration: The service shall be for the 2016-2017 and 2017-2018 school years.
- B. Service Within the District: Supplier shall furnish equipment and personnel sufficient to provide daily transportation of students within the district for the 2016-2017 and 2017-2018 school years to the two schools of the district. Generally the transportation will include pickup from home to school in the morning and pickup from school to home or residence in the afternoon.
- C. Award: The district reserves the right to waive any informalities, to accept or reject in whole all offers, and to request new offers/proposals from other contractors if agreement cannot be made with the school district

SECTION II. SPECIFIC CONDITIONS

- A. Instructions for Submitting Response to Proposal:
 - 1. Any written offer containing an alteration or erasure of any price contained in the offer 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 within the district shall be made by dividing the cost for one school year (146 days) by nine months. Any days of transportation in June shall be considered as part of the month of May or August shall be considered September. Supplier will give the school district a discount of the quoted monthly route transportation for each day in which school is in session but when only in-town buses are used. Cost for extracurricular transportation should be made on a per mile and per hour basis. Cost for open enrolled students living outside of district lines will be made on a per mile basis. Costs for in-town summer school should be made on a per route basis.
 - 3. If District returns to the 5 day school week the contract will be opened to renegotiate the cost for the 5 day school year.
- B. Vehicles:

1. School buses shall comply with all federal and state laws and regulations at all times under this contract.
2. The bus fleet, with exception of spares, shall average not more than 10 years of age as of September 1, 2016. During the term of the contract all buses that are replaced shall be replaced with newer buses. The supplier shall submit to the school district an equipment list indicating bus number, year model, chassis make, body make and seat capacity before the beginning of each school year. A maintenance record for every bus in the fleet shall be made available to the school district upon request. If the supplier proposes to furnish new equipment, the supplier shall include with its proposal evidence that it has such equipment in its immediate possession, or a certification from a manufacturer or a manufacturer's authorized representative that such new equipment will be provided for service on or before commencing performance and that satisfactory arrangements for the payment of said new equipment have been made.
3. Supplier shall have available at least three spare buses for use in emergency situations and/or extra curricular trips.
4. Additional Equipment: Additional equipment such as hoists which may have to be added throughout the year shall be provided as an amendment to the contract upon mutually agreeable terms. Equipment which is necessary to meet the needs of an individual student shall be identified by the school district.
5. Radios: All buses shall have radio contact with a bus terminal during routes.
6. Contractor shall provide a competent dispatcher to be available during school hours for possible contact by school officials.
7. 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.
8. 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.
9. Fuel Costs: "The Contractor will pay for the first \$2.00 per gallon of fuel. The District will pay the amount exceeding \$2.00 per gallon."
10. Contractor will meet with Board members to determine camera options.

11. Contractor will ensure all drivers complete student management training and required anti-bullying training in compliance with new legislation.
12. Contractor will provide school board with possible cost saving options

C. Insurance:

1. Successful supplier shall maintain during the life of the contract public liability and property damage and excess liability within minimum limits as follows:

Commercial General Liability \$1,000,000 per Occurrence, \$2,000,000 Aggregate
Automobile Liability \$1,000,000 Combined Single Limit Each Accident
Umbrella Liability \$4,000,000 per Occurrence & Aggregate and in addition will be required to maintain any additional coverage which may be required of school districts during the term of this agreement.

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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 for 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 Worker’s Compensation coverage for the protection of his employees in the amount as required by law.
4. No liability resulting from a vehicular accident, or any driver or operational negligence will be assumed by the district its employees or its 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 needs will be approximately as follows:

Country Routes
In-Town Routes

Student Transportation

The contractor will divide the town into four quadrants with pick up points to be determined by the contractor. In the NW, NE SE and SW quadrants

2. Routes: The supplier is responsible for creating and maintaining the school bus routes.
 - a. Students shall be delivered to the high school building at 7:35 A.M. and to the elementary building immediately thereafter. All students will be dropped off at the designated drop off site at each school unless approved by administration. Exceptions to this requirement would be severe weather or occasional equipment malfunction.
 - b. No students shall ride longer than 65 minutes. Exception to this provision must be approved by the superintendent of schools.
 - c. Each child in the country will be picked up at the end of their driveway if the following conditions prove to be true-
 - The road is safe for the bus
 - A turnaround meets the specification determined by the bus contractor
 - The roads and turnarounds are clear and well maintained throughout the full school year
3. The number of students transported shall not exceed the rated manufacturer's capacity.

4. Extracurricular and special trips as requested by the school district shall be provided by the supplier at the rates provided in supplier's quotation. Supplier will quote cost for providing busing service for extracurricular activities and special trips on both hourly rate and mileage rate.
5. Open enrolled students living outside of district lines shall be provided transportation to the district per the cost/specifics provided in the proposal, and each request will be approved/denied by the school board. Payment for the transportation of these students will be based on household rather than the number of children transported.
6. The successful supplier shall be highly selective in the employment of his drivers. He will be required to utilize only those drivers holding a valid commercial driver's license with a school bus and passenger endorsement who have been thoroughly checked for ability, character, integrity and fitness, and who are acceptable to the district. The 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 supplier must comply with all state and federal laws governing the mandatory drug and alcohol testing of school bus drivers.
7. Successful supplier shall be responsible for handling complaint calls.
8. Supplier will also participate in one emergency drill to be scheduled at the end of or beginning of the day. Supplier will have advance notice of this drill.

SECTION III. BILLING

The supplier shall agree to bill the school district by the first Monday of the month for services rendered for that month on vouchers provided by the school district and in compliance with state laws. Provided such billings are proper, payment shall be made after the monthly school board meeting.

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, State Board of Education 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 State and County relating to the transportation of the regular and handicapped students.

- B. The school district in compliance with the Education Code of the State of Minnesota, the rules, regulation, and directives of the State Board of Education of the State of Minnesota, to safeguard the comfort and safety of the students and in order to provide for the orderly operation of this program shall require strict adherence to the terms of the specifications of the contract to be awarded.
- C. The proposal is provided.
- D. Acceptance of the proposal in accordance to the school board in accordance to these specifications shall be reduced to written contract and the successful supplier agrees to execute such contract which will refer and include by reference these specifications. It is understood that a contract for transportation will be effective upon award by the district, or execution following negotiations if not bid.
- E. 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 or question shall arise, the school board shall be the sole judge, arbitrator, and determinator thereof.
- F. The entire operation contemplated by the Agreement shall comply with applicable rules and regulations adopted by the State Board of Education, the Commissioner of the Minnesota Department of Education and 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 relating to road conditions and road restrictions, as well as with ordinances of other subdivisions of government.
- G. 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.
- H. A complete transportation company ownership or partnership disclosure statement shall be provided if the company is not a public corporation. Contractor shall notify school board in writing if there is a change in ownership equity during terms of contract. This notification shall disclose new ownership and notification shall be furnished to school board in writing within 30 days of legal change of ownership.

SECTION V. CONCLUSION

Independent School District No. 548 in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota, and the rules, regulations, and directions of the Board of Education of the State of Minnesota, to safeguard the comfort and safety of the student, in order to provide for the orderly operation of its academic program and educational system, will require strict adherence to the terms of the specifications and of the contract to be awarded, including such specifications particularly but not limited 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 with all rules, regulations, directives and orders of the Board of Education, Superintendent of Schools, and any of this designated personnel, 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 or performance of the contract.