

Request for Proposals Transportation Service for Students with Disabilities

Talawanda City School District

ARTICLE 1: General Guidelines

1.1: Introduction

The Talawanda City School District Board of Education (“Board”) is requesting Proposals for the provision of transportation services to students with disabilities and as herein described.

For purposes of this RFP, the term “Proposer” means any interested party submitting a proposal to provide transportation services to the Board. The term “Contractor” refers to the successful Proposer with whom the Board enters into an Agreement for services.

This RFP outlines all the requirements and conditions for furnishing this service but is not to be considered a full outline of all of the services required. Any aspects of the service not addressed by this RFP are left for the Proposer to address. It is important for the Proposer to state any assumptions on which its Proposal rests. The contract will be awarded to the Proposer or Proposers as determined by the Board. It is appropriate to emphasize that the lowest Proposer may not be the best. The Board reserves the right to consider all relevant and reasonable criteria in selecting the Contractor that may or may not be expressed in this Request for Proposals.

This contract is not subject to the competitive bidding requirements of Ohio Revised Code section 3313.46 and therefore is not subject to the standard of awarding the bid to the “lowest responsible bidder” in compliance with Ohio Revised Code section 3313.46.

1.1.1 Full Service Transportation

This service shall include the Contractor providing necessary vehicles, maintenance, insurance, routing, parent contact, transportation management, and drivers, attendants and mechanics. Under this option, the Contractor will employ all transportation employees including drivers, attendants, mechanics and department staff necessary to provide transportation to the Board.

ARTICLE 1.2: Rejection of Proposals

The Board reserves the right to reject any and all Proposals based upon its sole discretion and to reissue this RFP if it so chooses. Contractors who meet the Board’s criteria are requested to submit a sealed Proposal for this work. All work will be performed under the statutes and regulations of the State of Ohio, Ohio Department of Education, Ohio State Highway Patrol and the Board that relate to school transportation and school bus drivers. The Board also reserves the right to waive all informalities and/or technicalities where the best interests of the Board may be served including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Board may either give a Proposer an opportunity to cure any deficiency that results from a technicality or minor irregularity in its Proposal or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 1.3: Prohibition Against Conflicts of Interest, Gratuities and Kickbacks

1.3.1 Employees

Any employee or any official of the Board, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the Board, shall be subject to prosecution to the full extent of the law as provided for by the Ohio Revised Code.

1.3.2 Entities

Any person, firm or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee of the Board, elective or appointive for the purpose of inducing sales to the Board, shall be subject to prosecution to the full extent of the law as provided for by the Ohio Revised Code.

ARTICLE 2: Instructions

ARTICLE 2.1: Invitation

Four (4) copies of the Proposer's sealed Proposal for the following work will be received by the Office of the Interim Treasurer, Ms. Shaunna Tafelski, at Talawanda City School District, 131 W. Chestnut Street, Oxford, Ohio 45056 in the manner and on the date hereinafter specified for the furnishing of School Transportation to the Board for 1 (one) period commencing with the 2020-2021 school year and as set forth in this request and approved by the Board, and under the terms and conditions of this invitation.

ARTICLE 2.2: Project Description

This Proposal consists of supplying necessary staff and equipment as required by this RFP to provide transportation in a safe, effective, and efficient manner to students with disabilities. Contractor shall also furnish monitors daily as necessary and approved by the Board. Proposers should have experience in transporting students with disabilities.

ARTICLE 2.3: Omitted

ARTICLE 2.4: Time and Date of Deadline

The Proposals for School Transportation will be received until 12 p.m., Friday, June 12, 2020. All Proposals must be received by the time and date designated in this document and none will be considered thereafter. The Board will not assume the responsibility for any delay as a result of failure of the mails to deliver Proposals on time.

ARTICLE 2.5: Mailing Address

Proposals must be mailed or delivered to the Office of the Treasurer, Talawanda School District, 131 W. Chestnut Street, Oxford, Ohio 45056 in an envelope clearly marked "Transportation Proposal".

ARTICLE 3: Contract

ARTICLE 3.1: Period of Contract

The initial period of the contract will be for one (1) year, renewable for an additional one (1) year term at the option of both parties.

ARTICLE 3.2: Award of Contract

3.2.1 Conditions for Award and Execution

The issuance of an award of the contract is contingent upon securing an acceptable Proposal within the Board's discretion. The contract entered into will be finalized upon the approval of the Board.

3.2.2 Contract Negotiation

This RFP is not to be construed as a contractual agreement. The successful Proposer and the Board shall in good faith negotiate an Agreement for the services contemplated herein. In the event the Parties are not able to reach an agreement, the Board reserves the right to move on to the next Proposer it considers most qualified.

ARTICLE 4: Proposals

ARTICLE 4.1: Omitted

ARTICLE 4.2: Prices

All prices proposed by Proposers must be firm prices for a maximum period of sixty (60) days to allow acceptance by the Board. If awarded the contract, the prices will then be firm during the time period indicated by the Proposer.

ARTICLE 4.3: Corrections

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the Proposal. Also, corrections made with correction tape or fluid are to be initialed.

ARTICLE 4.4: Evaluation Period

It is the intent of the Board to award the contract in due course and after a reasonable Proposal

evaluation period to the best Proposer, in the Board's sole discretion.

ARTICLE 4.5: Proposal Documents - Copies

4.5.1 Copies

Four (4) copies of the Proposal shall be submitted.

4.5.2 Authorized Signature

The Proposal shall include the legal name of the Proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation or other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract.

Each Proposer shall provide the address of the Company's headquarters and a description of its ownership structure. If Proposer is a wholly owned or controlled subsidiary of another entity, the parent entity(ies) and its (their) ownership structure shall also be described in detail including CEO, CFO, and Board of Directors. If Proposer is owned or controlled by a foreign company, that shall also be disclosed. A Proposal submitted by an agent shall have a current Power-of-Attorney, certificate of authorization, or board resolution attached certifying agent's authority to bind the Proposer in contract.

4.5.3 Preparation Costs

Neither the Board nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this invitation. Proposers should prepare submissions simply and economically, providing straightforward and concise responses.

ARTICLE 4.6: Submission of Proposals

4.6.1 Supporting Information

The Proposal and any support data required (if any) to be submitted with the Proposal shall be enclosed in the same envelope.

4.6.2 Cost Figures

Detailed cost information shall be provided with each proposal which will enable to the Board to accurately determine the overall cost of the services on an annual basis.

4.6.3 Sealed Envelope

The envelope containing the Proposal shall be addressed as set forth in Article 2.5 and shall be identified with the Proposer's name and address. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "PROPOSAL ENCLOSED" on the face thereof.

4.6.4 Delivery

Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. Proposals received after the closing time and date for receipt of Proposals will not be considered. Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals or any extension thereof made by addendum. Oral, electronic, telephonic or telegraphic Proposals are INVALID and will not receive consideration.

ARTICLE 4.7: Proposer's Representative

Each Proposer by making its Proposal represents that:

- Proposer has read and understands this RFP and the Proposal is made in accordance therewith.
- Proposer has been provided with the opportunity to visit the Board and district offices and has familiarized itself with the local conditions under which the work is to be performed.

ARTICLE 4.8: Non-Collusion and Non-Conflict of Interest

Proposers, by submission of the Proposal, acknowledge that no officer or employee of the Board shall benefit financially or have any interest in this transportation contract nor has it attempted to influence any public employee to breach ethical conduct standards. Proposers shall state under oath and affirmation if their firm has ever been under investigation, indictment or criminal information for any of the following:

- Attempting to influence a public employee to breach ethical conduct standards;
- Colluding or attempted colluding with other bidders to restrain competition by any means;
- A criminal offense related to the application for or performance of any public or private contract, including, but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, tax fraud and any other offense that directly reflects on the vendor's business integrity;
- Criminal offense under state or federal antitrust laws;
- Deliberately or willfully submitting false or misleading information in connection with the application for or performance of a public contract; or
- Has been debarred by another state or by any agency or department of the federal government.

ARTICLE 4.9: Terminated Accounts

Proposers must include a listing of all transportation contracts terminated, non-renewed or otherwise ended in the last five years. Proposer's must include the agency name, address, contact person, and phone number. Failure to provide such information could result in rejection of the Proposal.

ARTICLE 5: Proposal Consideration

ARTICLE 5.1: Proposal Review and Negotiations

The Board reserves the right to conduct negotiations of technical aspects of the Proposals after reviewing all Proposals submitted. The Board also reserves the right to negotiate proposed cost with

the representative of the Proposer that the Board deems is best in terms of the Proposer's capabilities and local school transportation experience. This includes consideration of satisfactory Ohio references of similar project scope and type, performance history, experience, work stoppage history, local safety resources and education programs. The Board may execute a contract with the best Proposer under whatever terms and conditions the Board determines to be in its best interests.

ARTICLE 6: Omitted

ARTICLE 7: Equipment and Personnel

ARTICLE 7.1: Vehicle Requirements

All vehicles used for the service must conform to all construction standards set forth by the Ohio State High Patrol, the Ohio Department of Education and all federal laws and regulations as applied to the particular vehicle and its intended use. Company-owned vehicles shall be no older than eleven (11) model years at any time during the term of the contract. Vehicles shall be equipped with wheelchair lifts and appropriate securing equipment as required by the Board. Each Proposer shall submit a list of vehicles to be utilized under this contract including year, make model and mileage.

ARTICLE 7.2: Drivers

7.2.1 Employees

All employees shall be carefully selected as to character and ability and must pass all requirements and tests provided for by the Ohio Department of Education, Ohio Revised Code and the Ohio Administrative Code. All drivers will be qualified, competent, and trained in the operation of the vehicles that they drive, and in dealing and handling passengers with whom they will interact. All drivers will be CDL (Commercial Driver's License) qualified as required by law. Each driver shall have a certified safe driving record. All employees should have undergone a criminal records check as required of school employees pursuant to Ohio Revised Code Section 3319.39 and Ohio Administrative Code 3301-83-23. Contractor shall maintain copies of Bureau of Motor Vehicles abstracts, conviction record transcripts, and references on all drivers, all of which shall be made available to Board upon request.

7.2.2 Employee Qualifications and Training

All on-board staff shall be carefully chosen based upon their character and ability to handle young children who will have physical, behavioral and mental disabilities. At the minimum, all drivers and monitors must be prescreened. Each prospective applicant must have their traffic and criminal records researched. Contractor shall conduct pre-employment, probable cause and random drug and alcohol testing of all safety-related employees as permitted by law. The number of random drug tests during the year must equal or exceed 50% of the total number of drivers. All testing shall comply with the U.S. Department of Transportation standards. Contractor will require the following minimum training of new drivers:

- Commercial Driver's License preparation instruction;
- Pre-trip inspection instruction;

- Initial defensive driving instruction;
- Basic control skills instruction;
- Basic operation instruction;
- Road test instruction;
- Emergency equipment and specialized equipment instruction.

All drivers and monitors shall receive at least eight (8) hours of in-service training per year from Contractor. Upon Board request, Contractor will provide written assurance that all drivers have satisfactorily completed the required training. Contractor shall not provide or assign any drivers under this Agreement whom Contractor knows to have more than four points currently on his/her record pursuant to the State of Ohio points system maintained by the Bureau of Motor Vehicles. Contractor shall also not provide or assign any drivers whom it knows have been convicted at anytime of driving under the influence.

7.2.3 Driver and Monitor Conduct

Contractor will promptly investigate all complaints of improper conduct on the part of any driver or monitor and will report the complaint and the results of the investigation to the Board. No person will be permitted to drive a vehicle if there is reason to believe that such person has engaged in any improper conduct with any passenger. Contractor shall take reasonable steps to prevent its employees from exposing any passenger to impropriety of word or conduct. Contractor shall not permit its drivers or monitors to smoke in the vehicles, or to drink any intoxicating beverage or to be under the influence of drugs or alcohol while operating any vehicle. Contractor shall regulate the use of prescription and non-prescription drugs, which may impair the safe operation of the vehicles.

ARTICLE 7.3: Substitutions

7.3.1: Approved Substitutions

Substitutions of prior approved vehicles, personnel, equipment and materials are permitted in the following instances:

- Failure to meet Specifications.
- Failure of a driver to pass physical examination or meet statutory or regulatory requirements.
- Failure of a supplier or subcontractor to meet delivery schedule or other conditions of the contract.

7.3.2: Spare Vehicles

Contractor shall maintain a spare ratio of a minimum of 10% for the fleet.

ARTICLE 8: Taxes and Payroll Deductions

ARTICLE 8.1: Deduction for Taxes

The Contractor shall accept liability for payment (for its employees) of all applicable payroll taxes or deductions required by local and federal law, social security, State Employees Retirement System, Medicare, and unemployment.

ARTICLE 8.2: Worker's Compensation Insurance

Worker's Compensation Insurance through the State of Ohio Bureau of Workers Compensation and employer's liability insurance shall be carried by Contractor to the full amount as required by law.

ARTICLE 9: Equal Employment and Non-discrimination

ARTICLE 9.1: General Policy

The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

ARTICLE 9.2: Contractor Representations

The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE 10.1: Fleet Maintenance

The Contractor shall furnish all necessary supervision, equipment, tools diagnostic equipment, parts (including tires, batteries and radiators), and supplies required to maintain the fleet of vehicles to be utilized pursuant to this Agreement in first class condition. The equipment must pass any and all inspections by the Ohio State Highway Patrol. The Board reserves the right to inspect any and all vehicles at any time for purposes of assuring the Contractor's compliance. Proper maintenance of all equipment is of the utmost importance to the Board, therefore, the Contractor must have a maintenance system based upon preventative maintenance inspections and Contractor must be able to supply the Board with monthly maintenance reports summarizing all repairs made to the vehicles. Proposer may supply the Board with a list of the qualifications of its mechanics and technicians. Proposer shall describe its mechanic certification program, continuing education program and other professional development programs and requirements if any.

ARTICLE 10.2 Routing

Contractor shall be primarily responsible for planning all routes, stops and schedules, and in planning such routes, stops and schedules. Contractor shall comply with all relevant laws and administrative regulations. Contractor agrees to work in cooperation with Board to establish the most advantageous routing plan for the safety and convenience of the passengers. The Contractor shall be responsible for notifying each passenger of his/her pick-up time at the beginning of the school year and in the event of a major change in a route. The Contractor shall be required to respond to all public inquiries and handle all daily transportation concerns. Contractor shall furnish the Board a complete route map, schedules, and designated stops on or before the fifteenth day of August preceding each school year for Board approval. All routes shall conform to the building schedules and school calendars of the schools served and shall be established in such a fashion that no passenger shall be required to ride in a vehicle to or from the passenger's assigned location for a period longer than prescribed by State law applicable to school buses and other pupil transportation vehicles.

All pick-ups and drop-offs shall be in accordance with current Board policy and procedures. In the usual and customary manner, Contractor shall notify each Passenger of the pick-up location and the applicable pick-up times, and shall notify each Passenger as to any subsequent change in time pick-up or route that will affect any Passenger. Contractor agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by parents, guardians, custodians, family members, Board, staff, or other parties representing the interests of any passenger.

ARTICLE 10.3: Driver Training

The Board will require that minimum training of new drivers meet applicable federal and state laws and regulations. Contractor shall have established several in-service programs addressing specific transportation topics including, but not limited to:

- Proper backing procedures,
- Railroad crossing safety,
- Seasonal weather conditions,
- Behavior based accident prevention,
- Loading and unloading procedures,
- Evacuation procedures.

ARTICLE 10.4: Monitors

Each prospective monitor applicant must have their criminal records researched, and the provision of a drug screen will be preferred by the Board. The Contractor will provide Behavior Management training of all monitors.

ARTICLE 10.5: Dismissal

The Board reserves the right, subject to Contractor's collective bargaining obligations, if any, to request the dismissal or transfer of any of the Contractor's employees whose performance or actions are detrimental to the Board program. The Contractor shall dismiss any employee involved in

misconduct, drugs, alcohol consumption, use or possession of firearms or weapons on Board premises or upon any vehicle used for transportation pursuant to this contract, upon learning of such problem, or at the Board's request.

ARTICLE 10.6: Omitted

ARTICLE 10.7: Management

Contractor shall provide the necessary on-site management personnel to operate the Board operation in an effective manner. Board reserves the right of interview over Contractor provided management personnel. Management personnel provided to Board by Contractor shall be dedicated to the Board operation and may not have responsibilities to any other Company operation.

ARTICLE 11: Insurance

Proposer must furnish evidence that it carries standard public liability insurance with responsible companies licensed to do business in Ohio with a minimum combined single limit of liability of \$20,000,000 per vehicle for each accident and \$20,000,000 bodily injury and property damage per accident. The policy shall set forth the Board as an additional insured party. The insurance carrier selected by the Contractor for purposes of the Agreement, shall have a minimum of an "Alfred M. Best A- "financial rating or better.

ARTICLE 12: Indemnity

Contractor shall be required to indemnify, defend, and hold Board, its officers and employees harmless from and against any and all loss, cost, expense, or damage, including attorney fees with respect to any claim, liability, demand, controversy, action at law, equity or administrative proceeding arising out of or in connection with the Agreement, or arising from any and all acts or omissions of Contractor, its agents, employees, licensees, or invitees.