

# Jackson Public School District



Jackson Public School District  
662 South President Street  
Jackson, MS 39201

For Questions or concerns regarding Specifications Contact:

Mr. Derick Williams

Telephone: (601) 960-8919

E-mail: [dewilliams@jackson.k12.ms.us](mailto:dewilliams@jackson.k12.ms.us)

**Submission Deadline and Time March 23, 2017 at 10:00 A.M.**

**RFP 2017-03**

**Name of Proposal:**

**Four Year Contract for Student Transportation Services**

**Proposals (1) Original and (4) Copies must be sealed and submitted a specified to Jackson Public School, Business Office, 662 S. President Street, Jackson, MS 39201. Sealed proposals shall be delivered to the above address any time prior to, but not later than 10:00 a.m. on March 23, 2017.**

**Jackson Public School District**  
Post Office Box 2338 - Jackson, Mississippi 39225-2338  
Telephone: 601-960-8799 ☎ Fax: 601-960-8967

**REQUEST TO ADD VENDOR**

To be completed by JPSD School/Location:  
School/Department Requesting Vendor Addition \_\_\_\_\_

To Be Completed by Vendor: Please complete all sections and fax back to 601-960-8967.

Will your company accept purchase orders?  Yes  No

**Note: An original JPSD purchase order is required for all material purchases. Do not accept any order without a purchase order.**

Product Line \_\_\_\_\_

PARENT COMPANY NAME: \_\_\_\_\_

Doing Business As (dba) NAME: \_\_\_\_\_

Order Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**REMITTANCE ADDRESS:**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Parent Company Tax ID# \_\_\_\_\_

D/B/A Federal Tax ID/Social Security #: \_\_\_\_\_

**Select One**                      **This information will be used to track purchases from minority vendors.**

Minority Code:             Woman & Minority                       Minority

Non-Minority                                       Woman

**Select One**

Type of Entity             Individual/Sole Proprietor                       Corporation

Partnership     Other \_\_\_\_\_

**\*\*\*\* JPSD accepts no responsibility for orders filled without a valid purchase order.**

Submitted By: Signature \_\_\_\_\_

Date \_\_\_\_\_

FOR INTERNAL USE ONLY

Vendor Number: \_\_\_\_\_ 1099:  Yes  No

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

## BACKGROUND

The Jackson Public School District is the second largest school district in Mississippi, serving more than 27,000 students, representing more than 80 percent of school-aged children in the state's capital and only urban municipality. Jackson, Mississippi has approximately 176,000 residents in an area of 104 square miles. There are 7 high schools, 13 middle schools, 39 elementary schools and 1 special school comprising the district's total school sites.

With approximately 4,200 employees and a full-time teacher population of approximately 2,100 the district is the fourth largest employer in the Greater Jackson area. A district maintenance budget of approximately \$200 million supports the operational and instructional operations of the district.

### TENTATIVE SCHEDULE Timetable

The Contractor shall have all buses, materials, and labor in place by July 1, 2017, for the 2017-2018, 2018-2019, 2019-2020 and 2020-2021 school years

<b>Event:</b>	<b>Date:</b>
RFP Document Release	February 23, 2017
Advertisement Begins	February 23, 2017
Pre-Proposal Meeting (Mandatory)	March 6, 2017 @ 10:00 a.m. (101 Dennis Holloway Drive)
Question/Answer Period	March 6-10, 2017
RFP Due Date	March 23, 2017
RFP Evaluation	March 23-April 17, 2017
Presentation for Board Approval	April 18, 2017
Implementation	April 19, 2017

**PLEASE NOTE:** Subject to the requirements of applicable law, Jackson Public Schools reserves the right, in its sole discretion, to change any or all portions of the above-identified timeline as it determines to be in its best interest.

## INSTRUCTIONS TO PROPOSERS

- 1.) NOTICE IS HEREBY GIVEN that the Jackson Public School District (referred to hereafter as "JPSD") will accept proposals for a four (4) year contract for STUDENT TRANSPORTATION SERVICES. The contract may be extended for an additional four (4) year term if agreed upon by both parties and subject to applicable statutes and regulations. Proposals should be submitted for a four-year period, encompassing the 2017-2018, 2018-2019, 2019-2020 and 2020-2021 school years. Proposals will be opened in the Business Office of the Jackson Public School District located at 662 South President Street, Jackson, MS 39201.
- 2.) Each proposer shall be responsible for the delivery of one (1) original (identified as such) and four (4) copies of the proposal to the Jackson Public School District Business Office. Sealed proposals shall be delivered to the above address at any time prior to, but not later than, 10:00 a.m. on March 23, 2017. Proposals received after this time will be returned unopened to the proposer and the proposal will be automatically disqualified from the process. The District is not liable for any cost incurred by proposers in replying to this RFP.

A pre-proposal meeting will be held at the district offices located at **101 Dennis Holloway Drive, Jackson, MS** on **March 6, 2017 at 10:00 a.m.** Attendance at this meeting is **mandatory** for any proposer wishing to submit a proposal. The purpose of this meeting will be to answer any questions regarding the proposal specifications and the current transportation system. (Any information from this meeting will be sent in letter form as an addendum to all vendors that have received a RFP packet.)

- 3.) No addenda will be issued later than seven (7) days prior to the date for receipt of proposals. Each proposer shall ascertain prior to submitting his proposal that all addenda have been received. Any addenda issued will require a signature acknowledging receipt of such.
- 4.) Prospective proposers may designate those portions of their proposal which contain trade secrets or other proprietary data, which they wish to remain confidential. Those data should be highlighted in “bold” text within the document and marked/designated “Confidential.”
- 5.) If the district does not agree that such data, or any portion thereof, is confidential, the proposer shall be notified, in writing, what portions of the proposal the district may, or may be required to disclose, unless the proposer withdraws his proposal.
- 6.) Each proposal **must** be submitted on the forms provided within this document and must be contained in a sealed envelope, which shall be endorsed on the outside with the following information:
  - a. PROPOSAL FOR STUDENT TRANSPORTATION SERVICES
  - b. Name and Address of Proposer
  - c. Date and time due

Each proposer must submit with his proposal a copy of the Vendor Questionnaire with all questions answered. This information will be used by JPSSD during the evaluation and selection process. Persons and entities cited as references by the proposer may be contacted by JPSSD to determine if proposer has provided satisfactory services to other customers. JPSSD may also contact other organizations cited, such as banks, to verify that the proposer’s response is accurate. Proposers are hereby advised that JPSSD reserves the sole and exclusive right to determine whether or not any proposer is responsible and can provide proper and satisfactory transportation services as defined herein. (Questionnaire is part of Proposal)

All proposals submitted must be valid for a minimum period of 90 days after the date set for the proposal opening.

The JPSSD official contact for all correspondence, inquiries, and submissions related to this RFP is Mr. Derick Williams, Executive Director of Transportation. All inquiries should be directed to Mr. Williams by email at [dewilliams@jackson.k12.ms.us](mailto:dewilliams@jackson.k12.ms.us), or in writing to the JPSSD Transportation Office, 101 Dennis Holloway Drive, Jackson, MS 39201. Office hours are from 8:00 AM to 5:00 PM, Monday through Friday.

## RESTRICTION OF CONTACT

From the issue date of this RFP until the district selects a proposer for award of the contract, the contact person listed above is the sole point of contact concerning this RFP. Any violation of this condition shall be cause to reject the offending proposer's proposal. If JPSD later discovers that any proposer's representative, officer or other agent violated this condition, the contract award may be rescinded.

- 7.) The Board of Trustees (referred to hereafter as the "Board") of JPSD reserves the right to reject any and all proposals and to waive any informalities, irregularities or technicalities in any proposal. The contract will be awarded, if at all, to the lowest responsible proposer meeting the specifications in this RFP, as determined by the Board. Proposals should be submitted on the premise that JPSD intends to contract with only one (1) proposer to provide all services. While the financial responsibility of the proposer is a significant concern, the Board is equally concerned with the proven ability of the proposer to satisfactorily perform the contract.

After proposals have been received, the district reserves the right to select the proposer or proposers deemed the most qualified on the basis of the factors and criteria set out in this RFP, but not limited thereto, and to conduct negotiations with said proposer or proposers for the award of a contract.

All proposers shall submit a sample contract integrating the requirements specified herein as part of their proposal. It shall be executed by the proposer as an offer to JPSD to contract on the terms specified therein.

All proposals submitted will become the property of the Jackson Public School District and will not be returned. Proposals must remain open and valid for a period of 90 days from the opening date, unless the time for awarding the contract is extended by mutual consent of the proposer and the District.

- 8.) The district's evaluation team will initially determine if a proposal satisfies the requirements stated in this Request for Proposals and shall evaluate each proposal on the criteria listed below. The award of a contract resulting from this Request for Proposals shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:
- Cost
  - Experience and Business and Financial Stability
  - Reliability and Attendance at Pre-Proposal Conference
  - Expertise of Personnel, Staffing, References, and Management Capability
  - Operational and Routing Management Capability and Efficiency of Routing Safety Programs and Safety History

JPSD reserves the right to consider all relevant and reasonable criteria in selecting the successful proposer, which may or may not be expressed in this specification description.

While price is an important element that JPSD will consider, many other factors will be considered and the contract may not be awarded to the lowest dollar amount proposer. This document is a Request for Proposal and the District is seeking a solution as described herein, **not a bid** meeting firm specifications for the lowest price. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the District.

- 9.) Any explanation or statement which the proposer wishes to make must be placed in the same envelope with the proposal and attached thereto, but shall be written separately and independently of the proposal. Unless the proposer so indicates, the proposal shall be in strict accordance with the specification requirements.
- 10.) Proposals must be accompanied by a proposal bond in the amount of five percent (5%) of the regular route cost for one year. Bonds will be returned to unsuccessful proposers concurrent with the award of the proposal to the successful proposer.
- 11.) Throughout the term of the contract, the Contractor shall provide and maintain a performance bond in the amount of 100% of the regular route cost per year. The bond shall be filed with the Superintendent of Schools or his/her designee on or before the beginning of each contract year. The bond shall be written by a surety company having a policyholder's rating not lower than "A" and a financial rating not lower than "AAA" in the current edition of the Best's Insurance Guide. To assist in proposal comparisons, do not include the cost of the performance bond in your pricing, but do show the cost of the performance bond as a separate cost item in your proposal.

If the Contractor refuses or fails to submit the Performance Bond and/or Insurance Certificates within fourteen (14) days after receiving formal notification that the Contractor was awarded the Contract, JPSD will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to JPSD as liquidated damages, and the services may be awarded to another Contractor who submitted a Proposal in response to this RFP. Likewise, this provision shall apply to each year of the Contract.

- 12.) The proposal shall be based on the premise that JPSD will not be responsible for financing, holding title to, insuring, or licensing of any replacement or new vehicles purchased by Contractor to complete this contract.
- 13.) Under the terms of the Contract, the Contractor shall be required to lease from JPSD all JPSD-owned buses that meet the contract requirements and the requirements of any applicable laws and regulations. The remainder of any buses or other vehicles required to perform the contract shall be provided by the Contractor, subject to the requirement that no bus be more fifteen (15) years old. A complete list of JPSD owned buses is attached as Appendix A. The amount paid by the Contractor for the use of JPSD buses should be reflected in the proposal as a discount per bus used on daily routes.
- 14.) The proposer will perform the contract with buses no more than 15 years old.

- 15.) Alternate proposals will be considered. Any alternate proposals must be thoroughly detailed to merit consideration.
- 16.) Respondents to this Request for Proposals are limited to contractors with at least three (3) years of prior experience providing pupil transportation services for school districts with similar-sized transportation operations as JPSD and with demonstrated ability in starting up operations of this scope.  
  
Proposers must be prepared to show evidence, prior to contract award, that proposer owns or has guaranteed delivery of equipment necessary to comply with the terms of this contract.
- 17.) All figures given for passengers, routes, or lengths of routes are based on data available for the 2016-2017 school year. Significant changes in subsequent years may be subject to re-negotiation under the escalation clause.
- 18.) The minimum charge for the regular routes will be for 180 days of service.
- 19.) Proposers must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the deadline for submission of proposals, proposers shall make no complaints or claims regarding ambiguity or misunderstanding of the proposal specifications.
- 20.) All proposals shall be deemed final, conclusive and irrevocable and no proposal shall be subject to correction or amendment for any error or miscalculation, unless the correction or amendment is submitted to JPSD prior to the deadline for receipt of proposals and in the same manner as the initial proposal was submitted.
- 21.) The contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state (MS Codes 37-41-1 through 37-41-57), county and other local government agencies that affect the performance of the contract, and in particular, such laws pertaining to safety. The contractor, in performing the contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.
- 22.) The contract shall not be assigned or subcontracted without the prior, written consent of the Board of JPSD.
- 23.) Any questions concerning this RFP must be submitted, in writing, by mail, fax or e-mail (preferred) between March 6 -10, 2017, to the contact person listed herein. Proposers shall submit any questions or exceptions they have concerning the RFP during this period in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify Mr. Derrick Williams of such error and request modification or clarification of the RFP.

### **Restriction of Contact**

From the issue date of this RFP until the district selects a respondent for award, the contact person listed is the **sole** point of contact concerning this RFP. Any violation of this condition may be cause to reject the offending responders' submission. If it is discovered that a responder has engaged in any violations of this condition, the vendors' response may be

rejected or contract award rescinded. All vendors must agree not to distribute any part of their submission. Any vendor that shares information contained in its submission with other district personnel and/or competing vendor personnel may be disqualified.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all known recipients of this initial RFP and posted to the district's website at:

[www.jackson.k12.ms.us](http://www.jackson.k12.ms.us)

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

Contractors doing business with the Jackson Public School District must provide certification that they are not debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are not voluntarily excluded from conducting business with a federal department or agency of the federal government.

JPSD may exclude a contractor or its subcontractor from participating in this RFP process and/or terminate the contract if the contractor, subcontractor or its principal(s) have been debarred or excluded from doing business with the federal government.

- 24.) An electronic version of the RFP is available on the district's web site: [www.jackson.k12.ms.us](http://www.jackson.k12.ms.us)
- 25.) Top scoring proposers (based on an evaluation of the written proposal) may be required to, at their expense, participate in interviews, presentations, and/or site visits to support and clarify their proposals, if requested by the District. The District will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct the interview, presentation and/or participate in a site visit on the date scheduled may result in rejection of the proposer's proposal.
- 26.) Proposers may withdraw a proposal, in writing, at any time up to the actual proposal due date and time, if the proposal has already been submitted by the JPSD Business Office. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the JPSD Business Office. If a previously submitted proposal is withdrawn prior to the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

### **GENERAL CONDITIONS**

- 1) The Contractor must adhere to and comply with all applicable laws and regulations including, but not limited to, all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.
- 2) **SUB-CONTRACTS**  
Contractor's proposal shall encompass all routes included in the specifications. Subcontracting of any portion of the contract shall not be allowed.
- 3) **HOLD HARMLESS CLAUSE**  
The Contractor agrees to indemnify, hold harmless and defend JPSD, its board of trustees, and

all administrators, employees, agents, and servants against all suits, actions, legal proceedings, claims and demands, and against all damages, losses, costs, expenses and attorney's fees, in any manner caused by, arising from, incidental to, connected with or growing out of Contractor's operations under the contract.

It is expressly agreed and understood that the contractor is in all respects an independent contractor of JPSD and not an agent, servant or employee of JPSD. The Contractor is responsible for payroll related costs, including unemployment and workers' compensation, for its employees.

4) **COLLUSIVE PROPOSING**

In submitting a proposal, the proposer certifies that his proposal is made without any previous understanding, agreement or connection with any person, firm, or other entity making a proposal for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## **VEHICLES**

Contractor shall maintain all equipment used in the transportation of students in accordance with laws and regulations of the State of Mississippi regarding school buses, and such equipment shall be maintained in good mechanical order at all times to pass Mississippi school bus inspections. Buses shall be kept in clean and sanitary condition and open to examination by JPSD at all times.

Contractor shall be capable of performing vehicle maintenance and repairs for vehicles owned or leased by JPSD. However, the District is not required to solely utilize maintenance and repair services of the Contractor.

- 1.) It is understood that all equipment furnished by the Contractor shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply, in whole or in part, during the term of the contract, it shall be replaced by the Contractor without expense to JPSD and without claims for adjustment, per diem, or per trip, compensation.
- 2.) Standby buses in a number equal to ten percent (10%) of the regularly assigned route buses, meeting the same specifications of the route buses, shall be available on-site to provide extra-curricular service and to be used in the event any buses regularly transporting students shall be inoperable. Included in the 10% requirement for spare buses shall be a minimum of one (1) spare bus equipped with a wheelchair lift.
- 3.) At the Contractor's expense, painting and lettering of the buses shall be in accordance with JPSD and State of Mississippi specifications prior to the time the buses are placed in service. Lettering for the JPSD owned buses leased by the Contractor shall read, "Jackson Public Schools" with sub-lettering that says "Leased and operated by (Contractor's Name)".
- 4.) Required road service shall be provided by the contractor and paid by the contractor.
- 5.) The Contractor shall be responsible for processing accident repairs, including

appraisals, obtaining repair proposals, transportation of vehicles to/from repair site, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices.

- 6.) The contractor shall be responsible for and shall propose/retain contractors for the disposal of all trash and other waste generated by said contractor during the course of the contract and shall comply with all EPA and OSHA requirements.
- 7.) The contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect same carefully for safety defects, and remedy any defects before using said vehicles.
- 8.) All buses shall be equipped with two-way and/or voice capabilities or other communicative devices. These communicative devices must have a capacity sufficient to maintain contact with the bus terminal at all route points. The bus terminal base shall be manned and operated during any and all routing periods.
- 9.) The contractor will provide digital video cameras (with sound) and GPS on all buses. All video images will be accessible by the District to conduct such investigations as may be necessary. These images will be stored for a minimum of six (6) months unless such video is needed pursuant to pending litigation and/or investigation. If this is the case, the Superintendent or his designee will advise the contractor of that event. The length of retention will then be modified accordingly.
- 10.) School buses must have heat. Any newly acquired Contractor buses must have air conditioning.
- 11.) The Contractor shall not have more buses down for repair at any one time than the number of spares available to cover routes and activity trips. The Contractor will be required to furnish buses at no cost to JPSD to cover routes if the above condition arises.
- 12.) These proposal specifications shall be affixed to the contract entered into with the contractor, and shall be considered an integral part thereof. Should it be determined that there is contradiction between the proposal specifications and Contract, the terms and conditions stated in the contract shall prevail.
- 13.) Prior to the commencement of services, and at the beginning of each school year, the Contractor shall submit a complete list of all vehicles to be used during the year to JPSD. This list shall include:
  - a. Name of Manufacturer
  - b. Date of Manufacturer
  - c. Model
  - d. Serial Number
  - e. Student Capacity
  - f. Such other data as the JPS may request

## **VEHICLE PURCHASE OPTION**

JPSD shall have the option to purchase buses used in the performance of the Contract at the end of the Contract under the following terms and conditions:

a. The purchase price will be based on the original cost (as defined under generally acceptable accounting principles) less straight-line depreciation based on a useful life of twelve (12) years with a residual value of \$2,500, so that the calculation used to determine depreciation shall be:  $\text{Depreciation} = (\text{Cost of bus} - \$2,500) / 12 \text{ years}$ . Contractor shall have the right to refuse the sale of any vehicle for less than book value. The purchase price shall include:

- i) All taxes due from the Contractor upon sales of the buses (such as sales taxes and federal taxes)
- ii) All fees, charges, penalties, etc. due from the Contractor as a result of termination of financing arrangements related to the bus purchase.

b. Contractor acknowledges that under Miss Code Ann. Section 37-41-29, JPSD is required to get appraisals to determine purchase price. If this amount is less than the purchase price as required by the Contractor according to the method specified above in Section 21.a, JPSD is obligated to pay a retrospective rate increase for services performed under this Contract at a rate equal to the difference in the purchase prices. Such retrospective rate increase is due at the time vehicles are purchased by JPSD.

Another school bus which has been lawfully certified for current use in Mississippi and/or another properly certified driver may be substituted in emergencies upon written consent of JPSD; but only for the duration of the emergency. JPS assumes no financial responsibility whatsoever for the purchase or substitution of vehicles by the Contractor.

## **PERSONNEL**

The Contractor shall employ a qualified full-time staff to supervise the provision of transportation services under the contract, including supervisory personnel to act in the capacity of liaison between the District and the contractor. The full-time staff shall consist of, but not be limited to: a manager to oversee the operations of the contract, dispatchers, shop manager and mechanics. All staff assigned to work with the District shall be satisfactory to the District. Supervisory personnel shall be accessible to the Superintendent or his designee during normal hours of operation on each school day during the term of the contract, and they shall provide emergency contact numbers for after hours.

The Contractor should assume that anything that might be considered outside normal day to day operational circumstances would require contact with the Superintendent or his designee immediately. This would also include anything that has happened or is reasonably suspected to happen that would compromise the safety of a student or disrupts the scheduled service.

The Contractor shall establish operating hours such that capable personnel will arrive and be on duty prior to the time that the first bus must leave for service each morning and until the arrival of the last regularly scheduled bus at the terminals in the afternoon or 5:00 CST, whichever is later.

The Contractor shall provide and upgrade, as necessary and at its own expense, computer equipment, modems, phone lines, and software, etc. required to communicate with the District and perform the services required under the contract.

Contractors are expected to monitor employee arrival times and if an employee is late or absent, assign a prepared substitute in a manner that will ensure contracted service is not unreasonably delayed as a result of tardiness or absenteeism.

The Contractor shall notify the Superintendent or his designee if a contracted service will be delayed by more than 10 minutes.

The Contractor shall supply, at its sole expense, all personnel necessary for the performance of its duties and obligations under the contract, except for employees retained by the District as indicated below:

Employees to be retained by the District:

- (1) Executive Director
- (1) Assistant Director
- (1) Fleet Manager
- (1) Executive Secretary
- (3) Transportation Specialists/Data Entry Clerks
- (1) Maintenance Shop Foreman
- (6) Technicians

At the contractor's expense, all school bus drivers, aides, bus attendants and other employees of the contractor who will interact with students must undergo a pre-employment, drug-screening test and fingerprint screening conducted in accordance with all applicable federal, State of Mississippi and local laws and regulations. The contractor shall provide the district a complete list of all employees who have been subjected to the state mandated background checks and verifying that such checks disclosed no prohibition to employment.

Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State of Mississippi, and holding a school bus driver's permit issued by the State of Mississippi Department of Education. Drivers shall follow the normal and usual instructions and requirements of the State Dept. of Education and JPSD, and shall at all times comply with the motor vehicle laws of the State and all cities, counties and other jurisdictions in which such vehicles may be operated. Additionally, the contractor and/or drivers shall present such reports to JPSD as JPSD may request.

It is recognized that, for the protection of students, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The responsibility for hiring and discharging personnel shall rest entirely upon the contractor. JPSD shall reserve the right to request dismissal of any driver or other employee who comes in contact with JPS students who, in the district's opinion, is not suitable to operate a bus or be around students.

The contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

The contractor agrees that the transportation employees currently employed with the District shall be given the first opportunity to apply with, and be employed by, the contractor for service under the contract, subject to meeting all of the employment standards of the contractor. (A complete list of such employees and the classifications to which they are currently assigned will be provided to the contractor as soon as an agreement is signed.)

Contractor agrees to provide a health plan as close as possible to the existing health plan provided by the District. The contractor will pay one hundred percent (100%) of the health insurance premiums,

for employee-only coverage, for existing JPSD employees hired or retained by the contractor (“grandfathered employees”) for the period of one (1) year. Any breaks in service will forfeit the employee’s status as a “grandfathered” employee and all rights to health insurance coverage provided and paid for by contractor will cease. The employee will be responsible for all costs relating to dependent care coverage, but the employee will only be required to pay as much as such employee would have to pay for the same dependent coverage under the health plan provided by the District for one (1) year. The Contractor will provide comparable life insurance coverage for “grandfathered” employees at the same rate as the life insurance plan provided by the District. The “grandfathered” employees shall be required to pay as much as such employee would have to pay for the same coverage under the plan provided by the District for one (1) year.

After the first year of the contract, all grand-fathered employees shall be provided benefits consistent with other similarly-situated employees of the contractor.

The Contractor shall be responsible for providing substitute School Bus Drivers.

The Contractor agrees to make supervisory personnel and other staff available for district meetings and reasonable community-related inquiries upon reasonable request and notice from the District.

Within three (3) business days of receipt, the Contractor will notify the District of any and all complaints by JPSD students, employees and parents regarding Contractor’s operations and/or provision of services under the contract. This notification will include: nature of the complaint, identity of the complainant and any and all witnesses and a summary of contractor’s investigation. In the event the follow-up investigation by the District warrants an interview with any employee of the Contractor, the Contractor will make said employees available during normal business hours.

## **SAFETY PROGRAM**

The Contractor shall plan and administer a safety program in conformance with State laws and regulations. The safety program must include, but is not limited to, the following:

- A. Bus Drivers
  - 1) All driver applicants must meet all legal requirements.
  - 2) All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
  - 3) All drivers must participate in a defensive driving course as certified by the National Safety Council.
  - 4) All drivers must be evaluated after thirty (30) days of employment and at least annually thereafter and must be given annual review course on rules, regulations, safety, and first aid.
  - 5) The contractor shall investigate the driver’s criminal record and Motor Vehicle Record with the State of Mississippi prior to hiring. Motor Vehicle Record (MVR) checks shall be conducted at least every six (6) months thereafter.
  - 6) Drivers shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.
  - 7) The contractor’s safety program shall not be less rigorous and comprehensive than JPSD’s current safety program.

- B. A safety program for personnel will be conducted each month.
- C. Students
- 1) The contractor must assist and cooperate with JPSD in providing safety programs, as needed, for students.
  - 2) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
  - 3) Contractor must provide training to the students of JPSD on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice per year.
  - 4) The bus driver must continually monitor the behavior of all students to insure that safe bus riding procedures are being followed. JPSD officials must be notified immediately of any infractions.

The contractor agrees that school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

The proposal will include documentation of the school bus driver training and safety program(s).

## **FACILITIES**

JPSD shall lease its bus garage and bus parking area facilities to the Contractor. Included in the rent payment, the Contractor will furnish electricity, water, heat, maintenance of the facility (including janitorial service), telephone service, environmental compliance, and maintenance of the grounds/parking lot. The Contractor will provide general liability insurance coverage and comprehensive hazard insurance on the facilities and the fleet, naming JPSD as the loss payee at replacement value for the facilities.

The Contractor shall comply with all applicable environmental laws applicable to the facilities.

## **INSURANCE**

The Contractor shall provide commercial liability insurance covering bodily injury, property damage, personal injury and “errors and omissions” insurance against any claim(s) that might arise or occur in connection with the contract. The minimum combined single limit under this policy shall be ten million (\$10,000,000.00). Coverage under the general commercial liability policy for claims arising in connection with the Contractor’s operation of any vehicle may be secondary to Contractor’s coverage under a separate motor vehicle insurance policy for bodily injury, property damage, and personal injury, so long as the combined single limit requirement of \$10,000,000 is met and applied to such claims.

Any Contractor awarded a contract for student transportation services will be required to include coverage for abuse and molestation and a copy of said endorsement shall be provided to the district for review. This coverage will insure the Contractor, and JPSD as an additional insured in the minimum amount of \$1,000,000 per occurrence, against claims, demands and causes of action arising from or relating to any acts or omissions by the Contractor and/or its employees, staff, agents, and representatives, in order that any injured party and the District may have recourse against the party responsible for injury, damages, or other loss or expense.

Insurance for each owned, non-owned and hired school bus and other vehicle used to provide services under the contract with JPSD shall include a bodily injury coverage limit on a per person basis that is no less than \$100,000 per person, per incident.

All policies of insurance will carry an endorsement upon its face showing the Board of Trustees, employees, agents and servants of JPS, individually and severally, as additional insureds under the policy.

The Contractor shall provide JPSD current certificates of insurance throughout the term of the contract evidencing its ownership and maintenance of all such insurance.

In addition, the Contractor shall provide the District with advance written notice of change of insurer or change of coverage. The Contractor shall provide the District with written notice of termination of insurance as soon as the Contractor receives such a notice. In the event that the Contractor does not maintain insurance, the District may, at its option, immediately terminate the contract, in whole or in part, in addition to any other remedy available. Contractor shall agree not to terminate coverage without thirty (30) days prior written notice to JPSD and shall include this clause in the insurance policy and in the certificate of insurance.

The Contractor shall provide workers compensation insurance for its employees in accordance with statutory limits.

## **ROUTES AND SCHEDULES**

Routes are to be defined as: Transporting students from home to school and return home.

### **Route Types:**

Triples – Buses that transport students from home to school and return home for three campuses.

Quads – Buses that transport students from home to school and return home for four campuses.

Alternative School – Placement at the Capital City Alternative School (“CCAS”) requires transporting from home to CCAS and return home. Capital City Alternative School is located at 2221 Boling Street, Jackson, MS. (Alternative placement students are restricted to riding the Alternative bus only.)

Vocational/Other – Transport students from home school to vocational school or other locations as directed/stipulated by JPSD. The JPSD Career Development Center is located at 2703 First Avenue, Jackson, MS. Transport students from home school to REAP site located at 136 East Ash Street, Jackson, MS.

City-Wide programs\*: Transport students from home to special city-wide programs: International Baccalaureate (Davis Magnet Elementary School, Northwest IB Middle School, and Jim Hill IB High School), Academic and Performing Arts (APAC) (Power APAC Elementary School, Bailey Magnet Middle School and Murrah High School).

Supplemental Transportation- Extra-curricular and athletic trips information shall be provided as sit

becomes available.

Extended School Year Summer School – Includes potential K-12 and special education students being transported to multiple campuses. (Potentially, could be combined.)

Field Trips- The rate for the Contractor to provide field trip service will be per hour with a minimum charge per trip. The time charged shall be calculated from the time the bus leaves the lot until it returns to the lot.

Overnight field trips utilizing an employee of the Contractor will be billed at a flat rate per day. Driver driving hours shall be capped at a fixed hour(s) per day. JPSD should be billed for lodging for the driver(s) suitable to that of the students attending the event.

Short trips, within a fixed mileage radius of schools within the City of Jackson, shall be a flat rate per trip. If these trips require a driver to stay longer than a fixed hour(s), the hourly rate or minimum rate shall apply.

Contractor will deliver all students to such points on the school grounds as JPSD shall designate and shall pick-up all students at the school grounds for return to their homes in accordance with the transportation schedules and routes set up by the contractor and JPSD, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions.

The contractor shall not permit more passengers to occupy buses than there are seats available, and while the vehicle is in motion, shall not permit any passengers to stand in such vehicles, nor permit the overcrowding of such vehicles in any manner whatsoever.

JPSD may request alterations, modifications, or amendments to the bus routes, timing and/or stops in order to meet changing conditions, upon reasonable prior notice to the contractor. Rules and regulations regarding bus routes, bus stops and other attendant matters shall be mutually agreed upon by JPS and the contractor. If the parties cannot agree on the foregoing, the decision of JPSD shall be final.

Decisions regarding the regulation and development of routes, pickup and drop off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor, with the approval of JPSD.

All buses shall be scheduled to arrive at the school no less than 15 minutes prior to the first class bell.

For each student, the transportation shall be to and from school and to a point at, or reasonably near, his/her residence. No student shall ride on any one way trip for longer than one hour and thirty minutes.

At dismissal time, buses shall arrive at the school at least 15 minutes prior to dismissal and shall depart no sooner than 15 minutes after dismissal time.

The contractor shall utilize routing analysis software and shall provide a route analysis to the District by July 15<sup>th</sup> each year during the contract term.

The Contractor shall submit to designated JPSD personnel draft routes by July 15<sup>th</sup> of each contract year, and final routes shall be submitted by August 1<sup>st</sup> of each contract year.

Routes shall be designed so students shall only be picked up a designated stop location and delivered to the designated stop location, except when JPSD has confirmed service to or from alternate locations.

**Publication of Routes:** Contractor shall provide a listing of the routes to the District for publication on the district's website. Contractor shall also provide a mailing to all parents that will detail the student's assigned bus number and pickup time and location at least one (1) week prior to the start of school. Contractor shall provide the bus number and route sheet to each campus' administrative office. A hotline shall be available, at the contractor's expense, to answer parents' questions about pick-up times and location.

Unless the Contractor has confirmed there is a safety risk and has expressed that concern to the Superintendent or his designee, in advance, the Contractor shall not refuse any inbound student transportation solely because a student's name is not listed on the current route documentation. Bus staff should collect, as practicable, as much identification information as possible relating to the student and this information is to be provided to the Superintendent or his designee.

## **ADJUSTMENT OF ROUTES**

If transportation requirements change such that existing routes do not permit appropriate transportation without overcrowding of one or more buses, the contractor shall provide additional buses as may be required, after consultation and approval by JPSD. These additional buses shall be furnished at no more than the cost per trip as set forth in the contract.

Conversely, if transportation requirements should change such that fewer buses are needed to perform the contract, costs shall be adjusted in the same manner as indicated in the paragraph above, and payment shall be made only for the days of utilization of such buses. This provision shall be effective only after reasonable written notice of not less than one week has been given the contractor.

Absolutely no increases or decreases in the number of buses utilized shall be made without a minimum 72-hour prior approval from the Superintendent or his designee. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the contractor and JPSD and be included as a part of the written approval for the Contractor to make a change in services.

Extra-curricular trip requests such as field trips, parades, etc. shall be provided to the contractor not less than five (5) days prior to the date of the trip in order to ensure sufficient time for driver selection and planning for said trips. The contractor will provide the Superintendent or his designee with an email confirmation upon receipt of the request. Final approval of the request shall be given by the Superintendent or his designee.

To the maximum extent possible, pick-ups shall be made on the side of the street on which any student's residence or the stop is located.

Current Route information will be provided upon written request.

The Contractor will be expected to monitor District/School calendars and coordinate with the Superintendent or his designee to make adjustments to daily route scheduling to accommodate late arrivals or early releases.

The Contractor shall maintain a base of operation within or near the boundaries of the Jackson Public School District.

The Contractor will require its staff to attend meetings with the Superintendent, his designee or other district staff, upon request. The Contractor shall not organize or attend a meeting of district staff and/or parents without prior approval from the Superintendent or his designee.

For the first two weeks of the academic year (and anytime as required by the District) the Contractor must coordinate an "all clear" process which would require the Contractor's bus staff to finish routes, complete post-trip inspections and report to the Contractor that they are "all clear" (meaning they have completed their assignments and have verified there are no students remaining on their buses). When the Contractor has received an "all clear" from all bus staff pertaining to a specific school, the Contractor will contact the Superintendent or his designee with a report that the specific school is "all clear". This will continue until all schools have been designated as "all clear". The Contractor might be asked to continue this practice or conduct this practice for an extended period of time and communicate directly with each school/site if so directed.

### **REQUIRED RECORDS**

The contractor shall submit typed routes for each AM and PM route with travel directions, scheduled pick-up and drop-off points and times for students. The Contractor will update all such route information within thirty (30) days after the start of each new school year. The contractor will provide a complete set of routes in addition to a computer disk containing all route descriptions.

The Contractor shall provide all necessary students, mileage and other information to JPSD in a timely manner in order to assist JPSD in complying with the Mississippi Department of Education regulations. In addition, the Contractor will provide reasonable assistance to JPSD to assist it in completing and filing necessary reports to other governmental bodies. In the event JPSD incurs any penalty, fees or other expenses due to the Contractor's failure or refusal to provide JPSD accurate information in a timely manner, the Contractor shall immediately upon written demand reimburse JPS the amount of such penalty, fees or expenses. Further, in accordance with §37-41-23, JPSD shall withhold payment of compensation to the Contractor until reports required by regulations of the Mississippi Board of Education have been filed, unless the failure to file any such report is not in any way due to Contractor's failure or refusal to provide JPS such information that is within the Contractor's control that is necessary to file such reports.

### **EMERGENCY CANCELLATION OF TRANSPORTATION**

The contractor will follow existing JPSD procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses.

### **CONTRACT CANCELLATION**

In the event the Contractor at any time fails to materially comply with, perform, and adhere to any part of the contract to be performed by the Contractor, its agents or employees, the Board may, at any time in its discretion, terminate the Contract without penalty upon thirty (30) days written notice to Contractor.

Such event will be automatically deemed to have taken place if the Contractor fails to furnish at least 90 percent of the fully equipped and operating buses required by this contract. Following this notice, the Contractor shall be required to continue providing the services contained in this Contract for at least thirty (30) days and up to ninety (90) days at the discretion of the Board. The Board will elect the length of this term of continuation in a writing to be delivered to Contractor either concurrently with the notice of termination or within fourteen (14) days of such notice.

Continuity of service, among other reasons, is paramount to the Board and the Contractor should understand the importance of student transport service. As such, if the Contractor fails to continue providing these services following notice of termination, or fails to provide these services at any other time, the District shall be authorized to contract, within 30 days, services of the same type as herein contracted for, and to recover, as liquidated damages, the excess of the price so paid for the duration remaining under this Contract over the price paid for that period herein. This sum is agreed upon as liquidated damages and not as a penalty. The parties hereto have computed, estimated and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages that will result. This remedy does not limit any other right or remedy available to the Board.

In the event of the dissolution or termination of existence of the Contractor, or the institution by or against the Contractor of any proceeding seeking to adjudicate the Contractor a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of the Contractor or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for the Contractor or for any substantial part of its property, or any seizure, vesting or intervention by or under authority of a government by which the management of the Contractor is displaced or its authority in the control of its business is curtailed:-- then, or at any time after the happening of such event, the Board may terminate the contract by delivering a written notice to the Contractor. Following such notice, the Contractor shall be required to continue providing the services contained in the Contract for at least thirty (30) days and up to ninety (90) days at the discretion of the Board. The Board will elect the length of this term of continuation in a writing to be delivered to Contractor either within fourteen (14) days of actual notice of such event.

## **SUPERVISION OF LOADING AND UNLOADING**

The contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and the contractor will provide an office operation for reporting transportation problems.

## **STUDENT MANAGEMENT**

Rules and regulations regarding bus passenger discipline shall be given to the contractor by JPSD. When a passenger causes an undesirable situation on any bus, the driver shall report the passenger's name and/or description of the situation to his supervisor, who shall, no later than the following school day, fax or email a report to the offending passenger's school administrator. All passengers are to be given a copy of the rules regarding discipline. Vandalism damages to the contractor's equipment or facilities will be the responsibility of the contractor; however, JPSD will assist the contractor in receiving restitution for damaged equipment when JPS has been notified.

Bus staff will refrain from making any physical contact with a student unless it is determined that appropriate physical contact is required to ensure the safety of the student or students being transported.

Unless authorized by the Superintendent or his designee, no parent or adult will be allowed to board a bus for any reason. If it is determined that there is a safety risk, bus staff should immediately request assistance (to include contacting Contractor management, JPSD Transportation liaison and/or contacting District Campus Enforcement or local police). In this event, the Superintendent or his designee must be informed immediately.

Unless approved by the Superintendent or his designee, no unpublished (unauthorized) stop locations will be used to release students unless it is determined that there is an immediate safety risk. Should this be the case, bus staff should immediately inform Contractor management and the Superintendent or his designee should be informed immediately.

Bus staff is encouraged to pleasantly greet students and parents/guardians, but shall refrain from discussing student discipline, bus stop location, and/or any other issue that should be addressed by Contractor management and/or district staff. The bus staff should politely explain that they are not permitted to discuss it, but that their management would be pleased to assist. Then provide contact information for their management staff. Contractor management will defer all appropriate matters to the appropriate district personnel.

All student bus misbehavior shall be reported as soon as possible. If the issue occurs in the morning, the report must be submitted as soon as possible, but no later than 10:00 a.m. on the day of the incident. If the issue occurs in the afternoon, the report must be submitted as soon as possible on the same day of the incident or, if that is not possible, no later than 10:00 a.m. on the next school day after the incident. If the Contractor's bus staff witnesses or receives information that alleges that a student was involved in inappropriate behavior, the Contractor shall submit an incident report detailing all known information regardless of whether the incident was personally witnessed by bus staff or not. Student bus misbehavior on school routes shall be reported to the Superintendent, school administrator or his designee.

If at any time the Contractor is contacted, becomes aware of, or gains information related to unsafe circumstances involving a student or pertaining to a student being injured/hurt or unaccounted for/missing, JPSD expects immediate communication to take place between the bus staff, the Contractor's management team, the student's school staff (if possible), AND the Superintendent or his designee. This communication should take place immediately and, in the interest of time, the initial report should not be made through email correspondence. These same communication procedures should also be followed in a situation where as a student is discovered beyond the student's assigned stop on a bus while on route or at the time of any post-trip inspection. The Contractor is expected to take all necessary and appropriate action to immediately resolve the issue and communicate all actions taken at the time the action is being taken to avoid undue hardship and/or worry.

The Contractor is required to enforce a policy requiring a complete post-trip inspection of the bus/vehicle interior at the completion of each route or trip. JPSD expects the bus/vehicle to be entirely searched after each individual route or trip. This means it will be done at the last stop or school (or at the closest safe location within the vicinity of the last stop). Furthermore, JPSD expects immediate communication to take place between the bus staff, the Contractor's management team, and the District should a driver find a student or anything unusual during a post-trip inspection. In addition, a

“child reminder”/all clear” system (covered elsewhere within this document) is to be used on all vehicles utilized under the terms of the transportation contract. It is understood that this system would be most crucially utilized at the end of service immediately upon returning to the operational base.

## **SPECIAL NEEDS STUDENTS**

Drivers transporting disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. The District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

The Contractor is responsible for any and all hardware that is deemed necessary by student’s (Individual Education Plan) IEP to safely and appropriately for transportation of said student. JPSD’s IEP Committee determines the special needs of students on a child-by-child basis, and the Contractor shall fulfill these needs. This includes, but is not limited to, monitoring requirements, child safety restraint systems (CSRSs), and any required necessities that have been established by the JPSD IEP Committee and/or JPSD. The Contractor shall pick up and drop off special education students on the same side of the street where they reside. Contractor shall deliver the students to emergency locations whenever directed by JPSD.

JPSD shall provide the Contractor with names, addresses, emergency information, number of students, and receiving schools for special education students who are to be picked up and returned.

## **OPERATING EXPENSE**

The contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating all buses, such as State license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, inspections, and washing, except fuel, which is specifically provided for herein.

## **FUEL & FUEL STORAGE**

The District shall provide fuel for the operation of the buses under this contract. In order to provide the lowest fuel expense and greatest fuel economy, all buses provided by the contractor for service under this contract must be powered by diesel engines. The contractor should implement a usage control system. The contractor must provide monthly reports to the Superintendent or his designee to reconcile with the fuel billing. The contractor will be responsible for compliance with all State and federal Environmental Protection Agency (EPA) guidelines, rules and regulations concerning bulk fuel storage.

## **EQUIPMENT**

At any and all times during the life of the contract, the average age of the bus fleet will not exceed twelve (12) years, and the maximum allowable age for any single vehicle is fifteen (15) years old. All newly acquired buses, including spares, will be diesel powered.

## **INVOICING AND PAYMENT**

The contractor shall submit ten (10) monthly invoices (August-May) to JPS for all standard contract

costs. The monthly athletic trips, field trips, and extra-curricular trips must be submitted in Excel and the fixed charges are to be detailed by route types. Invoices will be paid within forty-five (45) days after receipt of the invoice. However, in the event of a bona fide dispute, JPSD shall pay only the amount not in dispute. (MS Code 37-7-305)

### **CONTRACT CONDITIONS**

The contract shall take effect at the beginning of the 2017-2018 school year and shall continue in force and effect until the end of 2020-2021 school year, with the option to extend for an additional four (4) year term upon the agreement of both parties.

#### **Compensation:**

Transportation of students to and from school is required for a minimum of 180 days during the regular school term.

#### **Escalation:**

Contractor should insure that the annual pricing increases submitted in proposal shall be clearly shown and explained. JPS expects that no annual adjustment shall be more than five percent (5%).

### **FORCE MAJEURE**

Neither Contractor nor JPSD will incur any liability to the other for failure to perform any obligations under the contract if prevented by a national emergency, wars, riots, fires, or federal, state or local laws.

## PROJECT DESCRIPTION

The following information is a summary of JPSD' existing student transportation program. Contractors are to base their cost projections on duplicating this service within the requirements of this RFP.

All figures given for routes are based on data available for 2017-2018. This data is being provided for information purposes only to assist with the proposal process.

Currently the district operates:

### **196 Routes: 94 Routes South Terminal; 102 Routes North Terminal**

Breakdown of 196 Routes:

101 Regular Routes- 47 Reg Routes South; 54 Reg Routes North  
35 Exceptional Ed Routes- 18 Routes South Terminal; 17 Routes North Terminal  
60 District-wide Routes- South Terminal (2-Alternative; 27 Special Program Routes)  
North Terminal (2- Alternative; 29 Special Program Routes)

### **504 Runs Total (everything)**

Breakdown of 504 Runs:

318 Regular Runs-159 Runs each at both terminals  
75 Exceptional Ed Runs- 38 runs South Terminal; 37 runs North Terminal  
87 District-wide runs- South Terminal (2-Alternative; 41 Special Program Runs)  
North Terminal (2- Alternative; 42 Special Program Runs)  
24 Shuttle Runs- 8 South Terminal; 16 North Terminal

(This number includes approximately **75** special education routes AM to PM using mid-sized and full size conventional school buses (each day during the 180-day school year) and **3** alternative school routes for District-wide students assigned to Capital City Alternative School.)

Students assigned to REAP (3 runs) are currently being transported from their home to the site daily. The District expects that beginning the 2017-2018 school year these students (REAP) will be transported from their home school to the site daily.

Each special education school bus provided by the contractor will be equipped with wheel chair lifts.

3. Mid-Day and vocational transportation will be provided as requested by the school district.
4. The District currently employs 54 aides, for most special education routes.
5. Extra-curricular trip transportation will be provided as requested by the school district.
6. Costs reflect an estimated mileage of 3,000,000 home to school miles. The contractor may reserve the right to make an adjustment to the prices to reflect actual miles.
7. Rates set forth are based on a minimum of 180 regular school days. Service will be invoiced

## **PROJECT DESCRIPTION**

A minimum of 180 days each school year.

## **ALTERNATE PROJECT DESCRIPTION\***

The district desires to receive an alternate response to provide transportation services for the alternate programs as indicated below:

City-Wide programs\*: Transport students from home to special city-wide programs: International Baccalaureate (Davis Magnet Elementary School, Northwest IB Middle School, and Jim Hill IB High School), Academic and Performing Arts (APAC) (Power APAC Elementary School, Bailey Magnet Middle School and Murrah High School)

The district currently operates **60** district wide routes to service these students.

**VENDOR QUESTIONNAIRE**

The information provided herein will be used to assist JPSD in evaluating the qualifications of the proposer to satisfactorily provide student transportation services. The questionnaire must be filled out accurately and completely and submitted with the proposal. The failure to complete the form and return it with the proposal, or any error, omission or misrepresentation in the questionnaire may be deemed basis for rejection of the proposal and may be grounds for cancellation of any contract.

**Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the number and/or letter which the question addresses.**

**I. DESCRIPTION OF CONTRACTOR’S ORGANIZATION**

A. Name of Organization\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_Fax\_\_\_\_\_

Email\_\_\_\_\_

Date\_\_\_\_\_

B. Type of Organization

1. Corporation \_\_\_\_\_  
LLC\_\_\_\_\_ Sole Proprietorship\_\_\_\_\_

State of Incorporation\_\_\_\_\_

State of domicile \_\_\_\_\_

Name and titles of principal officers:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Partnership \_\_\_\_\_

State whether general or limited partnership\_\_\_\_\_

List general partners and addresses:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**II. ROUTING**

Describe the method your company utilizes to route school buses. List any computerized programs currently utilized by your firm.

**III. NATURE OF OPERATION**

A. Is your firm currently engaged in the transportation of school students? Yes\_\_No\_\_\_\_\_

State the number of years you have been engaged in school transportation services.

\_\_\_\_\_

B. Have you ever had a student transportation contract canceled or terminated before its expiration? Yes\_\_\_\_\_No\_\_\_\_\_

If yes, give the reasons for cancellation or termination and the name, contact person, phone number and address of the school district that canceled the contract.

C. List all transportation permits (City and State) under which you currently operate

<u>State</u>	<u>License</u>	<u>Description</u>
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**IV. MANAGEMENT AT THE TERMINAL**

A. JPS strongly believes that the individual responsible for the management and supervision of the contract is critical to the provision of consistent and high quality transportation services. For the individual you propose to be assigned to JPS' terminal in this role, please give name, title, and brief resume. (Years with your firm, experience in related positions, and responsibilities.)

B. On a separate page, please provide an organization chart showing the staffing and lines of authority for key personnel to be used in performing the contract.

C. Please provide the name(s) of those persons within your firm who would exercise management, supervision or direct involvement in or over contract operations. Please provide the following for each of these persons:

Name, location of office, phone number, and tenure with your firm in years.

**V. DRIVER PERSONNEL**

State the number of regular bus drivers currently employed:

School\_\_\_\_\_ Other\_\_\_\_\_

- A. What methods do you use to screen and select drivers from applicants?
- B. What criteria or standards do you use, and for what reason might you reject an applicant?
- C. Do you have a Driver Training and Safety Program Yes\_\_\_No\_\_\_  
If yes, include with your proposal a copy of your school bus driver training and safety program?
- D. If you currently have a driver training program, does the program include a section on transportation service for special educational pupils? Yes\_\_\_No\_\_\_ (If available, please provide the outline of course of study.)
- E. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints?

**VI. ACCIDENTS PER MILLION MILES**

Please report the number of accidents which occurred per million miles for the following years:

2012-13\_\_\_\_\_

2013-14\_\_\_\_\_

2014-15\_\_\_\_\_

2015-16\_\_\_\_\_

**VII. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR**

- A. Do you have a formal, scheduled preventative maintenance program for vehicles? Yes\_\_\_\_\_No\_\_\_\_\_

Please provide samples of any checklists you use for each type of preventative maintenance and describe your methods of ensuring that each vehicle actually receives preventative maintenance within the scheduled interval.

- B. Do you require any daily regular written reports from your drivers on the condition of their vehicles? Yes\_\_\_\_\_ No\_\_\_\_\_

Briefly describe or provide a sample of these reports, and note their frequency.

- C. Do you maintain and evaluate records of road failures? Yes\_\_\_\_\_ No\_\_\_\_\_

If so, how many roadway failures per month, per hundred buses, did your buses experience, on average, during the past year? \_\_\_\_\_

- D. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.) Yes\_\_\_\_\_ No\_\_\_\_\_

Briefly describe this schedule.

- E. What qualification and experience requirements do you have for your mechanical personnel?

**VIII. INSURANCE DATA**

If requested, will you authorize your insurance carriers to furnish JPS, in writing, your accident loss ratio and workers' compensation loss ratio for the past three years?

Yes \_\_\_\_\_ No \_\_\_\_\_

**IX. FINANCIAL AND CREDIT DATA**

- A. Submit credit references including at least three trade or industry suppliers with whom you regularly deal.

Include company name, contact person, address, phone number.

- B. Submit with your proposal an audited financial report for the three (3) most recent fiscal years.

**X. OTHER RELEVANT INFORMATION**

- A. On a separate sheet, submit a description of the equipment that you propose to use in carrying out the contract, including year, model, capacity, and fuel type.
- B. Submit a narrative, brochure, chart or other document explaining any special qualifications, procedures, expertise and philosophy that would assist in, or provide an advantage, in fulfilling the contract terms.
- C. Submit a **sample contract** integrating the requirements specified herein.

**XI. VENDOR REFERENCES (see attached form)**

**ADDENDUM RECEIPT:** The receipt of the following Addenda to the RFP Documents is hereby acknowledged:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

I/We, the undersigned, do hereby understand and accept the RFP Instructions and General Conditions under which this RFP is being submitted, and understand that unless all required information is submitted, our Proposal may be considered incomplete and rejected.

Yes \_\_\_ No \_\_\_ My Bid Bond in the amount of 5% of the regular route cost for one year is enclosed. Yes \_\_\_ No \_\_\_ My Company has the appropriate insurance as specified in the Instructions to Proposers and Proof of Insurance is enclosed.

Yes \_\_\_ No \_\_\_ I understand that the cost of the standby/spare buses are not included with the Annual Route Proposal Amount.

Yes \_\_\_ No \_\_\_ I have included with my RFP the completed Vendor Questionnaire, along with all labeled additional pages.

Yes \_\_\_ No \_\_\_ I have included a sample contract integrating the requirements specified herein as part of my Proposal.

**Yes \_\_\_ No \_\_\_ I have included one (1) original and four (4) copies of the RFP.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Typed)

VENDOR REFERENCES

Provide company name, address, contact person, telephone number, email and appropriate information on the product(s) and/or service(s) used for installations/services with requirement similar to those included in this solicitation document. If contractor is proposing any arrangement involving a third party, the names references should also be involved in a similar arrangement. Unless specified otherwise within this document, please provide a minimum of three (3) references.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Contact Person \_\_\_\_\_

Email address \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

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## VENDOR INFORMATION

**1. Proposing Company Name** \_\_\_\_\_

Telephone \_\_\_\_\_ Toll Free Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

**2. Contact Person in the event there are questions about your proposal**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

**3. Mailing address where District purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_



**\*\*ALTERNATE PROGRAM (CITY-WIDE Program only)**

2017-2018 (Year 1)	2018-2019 (Year 2)	2019-2020 (Year 3)	2020-2021 (Year 4)
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Base Pricing assumption: 60 Home -to-School AM and PM Routes for 180 day school year excluding mid-day, special after school, & extra-curricular transportation.

BASE PRICING:	Daily Rate	# of	Annual Costs	% of Total	Daily Rate	# of	Annual Costs	% of Total	Daily Rate	# of	Annual Costs	% of Total	Daily Rate	# of	Annual Costs	% of Total
	District wide Routes (City Wide Programs)															
TOTAL CONTRACT AMOUNT																
TOTAL % INCREASE OVER PRIOR YEAR																

PRICING DETAILS:	Amount	% OVER PRIOR YEAR						
Personnel Cost - Supervisory Staff (Salaries, Benefits, etc.)								
Personnel Cost - Mechanical Staff (Salaries, Benefits, etc.)								
Personnel Cost - Drivers (Salaries, Benefits, etc.)								
Personnel Cost - Other (Salaries, Benefits, etc.)								
Fleet Maintenance and Operations Costs								
All Other Costs								
TOTAL CONTRACT AMOUNT								
TOTAL % INCREASE OVER PRIOR YEAR								

PRICING VARIABLES:	DAILY RATE	% OVER PRIOR YEAR						
Reduction Rate for Decrease in Daily Routes								
Additional Rate for Increasing Daily Routes								
Additional Monitors/Aides Rate								
Supplemental Transportation Cost Per Hour								
White Fleet Maintenance Mark Up Rate (%)								

