

REQUEST FOR PROPOSALS

SUPPLEMENTAL STUDENT TRANSPORTATION SERVICES RFP # S-P36002-00005113

RFP Issued: December 6, 2022
Submission Deadline: December 20, 2022
12:00 PM, PST

Proposals must be received at the District Administration Office by 12:00 PM, PST on Tuesday, December 20, 2022 for consideration. Six (6) hard copies and one (1) electronic copy of the proposal are required. In addition, **proposers must be available for an interview with the Selection Committee in person on December 22, 2022.**

Please direct proposals to: Heather Bixby,
Director of Finance
Newberg School District
714 E 6th Street
Newberg, OR 97132
bixbyh@newberg.k12.or.us

Newberg School District
714 E 6th Street | Newberg, Oregon 97132
503-554-5000 | www.newberg.k12.or.us

Newberg School District Request for Proposals – Supplemental Student Transportation Services

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ADVERTISEMENT

REQUEST FOR PROPOSALS

SUPPLEMENTAL STUDENT TRANSPORTATION SERVICES

The Newberg School District is seeking proposals from qualified contractors to provide supplemental student transportation services including home to school transportation, individualized transportation and trips per the specifications of the solicitation document. This document is available at Oregon Buys <https://oregonbuys.gov/bsol/> or contact Heather Bixby at bixbyh@newberg.k12.or.us.

Sealed proposals will be received until 12:00 PM, PST on December 20, 2022 and shall be delivered to Heather Bixby, Director of Finance, Newberg School District, 714 E 6th Street, Newberg, OR 97132 clearly marked "Proposal for Supplemental Student Transportation Services." The District reserves the right to reject any or all proposals.

Published: December 6, 2022

Oregon Buys, District Website <https://newberg.k12.or.us> & Daily Journal of Commerce

PROPOSAL SELECTION TIMELINE

Advertisement for Proposals/RFP Issued	December 6, 2022
Last Day for Questions	December 12, 2022 by 5:00 PM
Last Addenda Issued (if any)	December 13, 2022 by 5:00 PM
Proposals Due	December 20, 2022 by 12:00 PM
Selection Committee Evaluation of Proposals	December 21, 2022
Proposer Interviews <i>(if necessary)</i>	December 22, 2022
Notice of Intent to Award	December 23, 2022
Recommendation to School Board/Contract Award	December 27, 2022
Contractor to Begin Service	January 4, 2023

I. INTRODUCTION

The Newberg School District is soliciting proposals for supplemental student transportation services. It is the District's intention to determine the most responsible Proposer through evaluation of various criteria including, but not limited to quality of management and operations, company stability, service reputation, length of time in business, preventive maintenance program, safety program, and technology and equipment (buses) that will handle the number of students to be transported daily, and overall cost of services to be rendered. Proposals will be evaluated from the standpoint of capability to serve District needs in an efficient and safe manner and to provide leadership in evaluating current routing, bus stops, etc.

Student Transportation of America, Inc. is currently providing student transportation services for the District, with a regional office in Tigard, Oregon and a corporate office located in Goleta, CA. Student Transportation of America currently provides some home to school transportation routes, some individualized transportation routes, and some trips. The District is seeking a student transportation contractor to serve as the supplemental service provider for home to school, individualized transportation, after school programs, McKinney Vento and trips when Student Transportation of America is unable to cover the routes or trips.

The successful Proposer will provide necessary leadership, coordination, and cooperation to assure that student transportation services are responsive to the needs of the District and are consistent with District policies, state requirements, and all other applicable laws and regulations.

The services and equipment required and offered in proposals shall meet the needs as described within this solicitation and relating to the number of students transported daily. Proposers may include any special or unique services they plan to provide. No alternate routing proposals will be accepted. Any alternate routing or elimination of routes will be dealt with only after the successful Proposer has been selected.

Proposals will be evaluated by a Selection Committee consisting of District staff. The Selection Committee will review all documents submitted as a part of each proposal. The District reserves the right to make unannounced visitations to other sites where the Proposer is currently providing services. The District may request interviews with proposed site management personnel of companies submitting proposals.

District officials may hold interviews with representatives of Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any clarification of a proposal by Proposer shall be in writing. The District will keep a detailed record of all discussions.

The contract for supplemental student transportation services will be awarded to the Proposer whose proposal best meets the District's needs. It is the District's intention to determine the best, responsive, and responsible Proposer pursuant to the criteria outlined in Section V of this solicitation.

It is understood that the District reserves the right to reject any or all proposals, or waive any informality in a proposal; and, it is expressly contemplated that no contract exists on the part of the district until formal written notice has been given or until a contract is fully executed. It is understood that the District reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the District.

Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, the Proposer must notify the District. All written corrections sent to Proposers are to be considered in the proposal and do become part of the solicitation documents. All requests for additional information, from any Proposer, must be received by the District via email at bixbyh@newberg.k12.or.us no later than December 12, 2022 at 5:00p.m. Likewise, all additional information or answers to questions provided by the District to any Proposer shall be emailed and supplied to all registered Proposers. **The submission of a proposal will be construed to mean that the Proposer understands the requirements and that the Proposer can supply the services as specified.**

ABOUT THE DISTRICT – *Newberg Public Schools serves approximately 4500 students in grades K-12 in the Newberg and Dundee areas. The district is comprised of six elementary schools, two middle schools, one comprehensive high school, and an alternative high school.*

Newberg is located 25 miles southwest of Portland, Oregon. Our school district serves communities characterized by a small-town atmosphere and rich natural beauty. Considered the gateway to Oregon's wine country, Newberg and Dundee are a short distance from the Oregon coast, Mt. Hood ski slopes and downtown Portland.

Newberg Public Schools serves an 85 square mile area in the Chehalem Valley that includes the cities of Newberg and Dundee, rural Yamhill County and parts of Washington and Clackamas Counties.

II. GENERAL PROPOSAL INSTRUCTIONS

FORMAT OF PROPOSAL

Each Proposer is invited to submit a proposal for services based upon the items described within this solicitation. All proposals shall be sealed in an envelope and addressed as follows:

Heather Bixby, Director of Finance
Newberg School District
714 E 6th Street
Newberg, OR 97132

In addition, the name and address of the Proposer and the title of the proposal (“Proposal for Supplemental Student Transportation Services”) must appear on the outside of said envelope. **The District must receive all proposals no later than 12:00 PM PST in December 20, 2022.** The District is not responsible for proposals delivered to any location other than the address above either by the Proposer, delivery service or any other.

The proposal shall include all documents and information specified within this solicitation. Required documents in Section X, where applicable, shall be signed as follows:

- A. In the case of an individual proposer, by such individual proposer;
- B. In the case of a partnership, the name of the partnership must appear on such proposal and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such proposal;
- C. In the case of a corporation, the president or other managing officer shall subscribe the corporate name, and there shall be set forth under the signature of such officer the name of the office the officer holds or the capacity on which the officer acts for such corporation.

Facsimile (fax) transmissions of proposals will not be accepted, nor will electronic transmissions or postmarks be accepted.

PROHIBITION OF ALTERATIONS

Proposals which are incomplete or conditioned, or which contain any erasures, alterations, or that contain irregularities of any kind, or which are not in conformity with the law may be rejected, as well as proposals that take exception to specifications or those that place conditions on the purchase, unless specifically indicated as acceptable.

III. COMPLAINTS AND REMEDIES

The District’s designated contact for this solicitation is Heather Bixby, Director of Finance. The designated contact will handle all objections, complaints, and inquiries regarding this solicitation, and the subsequent selection of a Contractor. The designated contact may be contacted as follows:

Heather Bixby, Director of Finance
Newberg School District
714 E 6th Street
Newberg, OR 97132

Email: bixbyh@newberg.k12.or.us Phone:
503-554-5004

Any protest of these proposal specifications must be presented to the designated contact in writing not less than five (5) days prior to the proposal opening, marked "Proposal Specifications Protest – Supplemental Student Transportation Services".

In response to such protest, an addendum may be issued, if deemed appropriate by the designated contact, or designee.

Any Proposer who submits a proposal to the District and who is adversely affected by the District's award to another Proposer may protest the contract award to another Proposer by filing a written protest to the above referenced designated contact within five days of issuance of the notice of intent to award the contract. The protest must specify the grounds on which a protest is based. A Proposer is only adversely affected if it is next in line for the award as the best responsive and responsible proposal. Protests will be reviewed based upon written documents submitted by the protester, and the District's response will be in writing. The District may award a contract while a protest is pending.

The District's board of directors is the local contract review board for the District with the powers to act in the capacity as defined in Oregon Statutes and Administrative Rules.

All questions, complaints and remedies shall comply with Oregon Statutes and Administrative Rules.

ACCEPTANCE OF CONDITIONS

Each Proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

IV. EVALUATION

Proposals will be evaluated by a selection committee with points assigned based upon desirable features. Proposals submitted that do not meet mandatory requirements will not be rated. The role of the selection committee will include a complete review of all proposal documents submitted and may include on site visitations to locations served as well as conferring with selected clients of the Proposer. It may also involve an interview with those Proposers selected to review their proposals. The District's board of directors will make the final decision on hiring a contractor.

All proposals from qualified contractors that provide the minimum required qualifications and that pass the financial strength tests will then be evaluated on the following criteria:

Interview	30 points
Response from References selected by District	25 Points
Quality of Service and Performance Record	15 Points

Ability to meet or exceed the performance goals and requirements of District as set forth in this solicitation	15 points
Fees/Total Cost	15 points
Driver selection programs and training including pupil management, and ability to retain qualified employees	15 points
Safety program, history and procedures	10 points
Proven history and demonstrated company posture in dealing with parents, community relations, and school staff	10 points
Qualifications and experience of management and staff	10 points
Fleet plan: Replacement plan for equipment and quality of maintenance program	10 points
Company's commitment to and documentation for environmental sustainability	10 points
Total Number of Points	165

Interviews will be scheduled for December 22, 2022 unless deemed not necessary by the selection committee.

DISCLOSURE

Proposals will not be made a part of the public record until after the selection process is completed. All Proposals, including the evaluation reports, will then be available for public review.

DISCLOSURE OF INTEREST

No employee or elected official of the District may own more than five percent of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

V. TERMS AND CONDITIONS – GENERAL

By submitting a proposal in response to this solicitation, Proposer agrees to the following terms and conditions of service to District:

DEFINITION OF KEY TERMS

Proposer	An individual or company, experienced and qualified in the area of school bus operations, that elects to provide the District a proposal to provide supplemental student transportation services.
Proposal	Detailed information provided by a Proposer outlining the manner in which Proposer intends to provide supplemental student transportation services to the District.

Contractor	Successful Proposer
District	Newberg School District
School Bus (Buses)	Regulation school bus that meets or exceeds the State of Oregon minimum standards
Agreement	Contract between District and Successful Proposer

TERM

District will award a contract for a six month period. This term shall begin on January 4, 2023 and expire on June 30, 2023.

DISTRICT POLICIES

1. The District shall have the exclusive right and obligation to set standards or policies for District operations. Policies include those regarding student transportation in general, and in particular as to the school calendar, beginning and ending time of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure times, current route descriptions, student discipline, and all other pertinent policies relating to transportation. All District policies can be viewed at <https://policy.osba.org/newberg/>.
2. The District shall designate the students for whom Contractor shall provide service. The Contractor shall provide service for such students for each day that school is in session during the term of the Agreement and shall provide other services for students and authorized District personnel as the District may require.

INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor responsible for furnishing transportation services only, pursuant to the Agreement, and neither Contractor nor any agent, officer or employee of Contractor shall be held or deemed in any way to be an agent, employee, officer, or official of the District as those terms as used in ORS 30.265. None of the benefits provided by the District to its employees is available from the District to the employees, agents or servants of the Contractor. Contractor shall be solely responsible for Contractor’s acts and for the acts of Contractor’s agents, officers, and employees during the performance of the Agreement, and at all other times, and District shall have no power or control pertinent to the acts of any said persons.

INSURANCE

1. The Contractor, at its sole expense, shall procure and furnish the District with a Certificate of Insurance naming District as additional insured. The Certificate of Insurance shall be provided for the term of the Agreement. The insurance minimums satisfactory to the District shall be as set forth below. The insurance shall be kept current during the Agreement and the District requires 30 days written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.
2. The Contractor shall provide general liability and automobile liability insurance, protecting the District as an additional insured, its agents and employees acting in their official capacities as such, the Contractor as a named insured, drivers and other related personnel from any claim for damages for personal injury or death and from damage to property which may arise from operations of the Contractor under the Contract.

The following **minimum** limits apply to the general liability insurance requirements:

\$6,000,000	Each Occurrence
\$7,000,000	General Aggregate

***Sexual Abuse and Molestation coverage required with full limits.*

The following minimum limits apply to the Bodily Injury and Property Damage Combined:

\$5,000,000	Per Occurrence
\$7,000,000	Annual Aggregate

***Sexual Abuse and Molestation coverage required with full limits.*

*** State mandated UM/UIM and PIP requirements*

3. Workers' compensation insurance shall be maintained as required by law.
4. CONFIDENTIALITY. District and Contractor agree to comply with applicable laws relating to protected health information (HIPPA) and protected student information (FERPA). Both parties shall ensure that its personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by the Agreement as well as each entity's business information.
5. CYBER SECURITY. District and Contractor acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure Contractor is able to provide the services required by the Agreement. It is the expectation of the

District that the Contractor has taken industry accepted and appropriate steps to ensure the security and confidentiality of electronic data. District is not responsible for any third-party injury(ies) and/or claim(s) that may arise in connection with Contractor's actions or inactions in this area.

6. SEXUAL ABUSE AND MOLESTATION. The Contractor's general liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate each claim, incident, or occurrence must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of the Agreement.

ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other party which are related to this Agreement for the purpose of examination, copying and audit unless otherwise limited by law. The Contractor shall maintain such books and records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

BACKGROUND AND CRIMINAL RECORDS CHECKS

The Contractor agrees to comply with the District's policy regarding background and criminal records checks for all Contractors and Contractors' employees who will be providing services to the District. When District receives a report of suspected abuse by a contractor, District shall prohibit the contractor from providing services to District. If District determines there is reasonable cause to support the report of suspected abuse, District shall prohibit the contractor from providing services. District may reinstate the contractor, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

CHILD ABUSE PREVENTION

When contract requires the Contractor or Contractor's employees to have contact with students, Contractor agrees to train employees annually in the prevention, identification and reporting of child abuse and sexual conduct as described in Oregon Revised Statute 339.377. The District can provide access to a short on-line training for contractors and subcontractors to use with their employees. This training must be complete and documentation verifying employees have completed the training provided to the District prior to the contracted employee having direct contact with Newberg School District

students.

SAFETY

To ensure the safety of District staff and students, the Contractor must take reasonable precautions to ensure all individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore, the Contractor shall provide timely notification to District once they become aware that an employee providing the services for District has been arrested or charged with a crime listed in ORS 342.143, and remove said individual from District or School District premises until the issue is resolved.

COMPLIANCE WITH STUDENT SEXUAL CONDUCT REQUIREMENT

All contractors, subcontractors and their employees are prohibited from engaging in sexual conduct with students. Sexual conduct is defined as: any verbal or physical or other conduct that is sexual in nature; directed toward a kindergarten through 12 student; unreasonably interferes with a student's educational performance; and create an intimidating, hostile or offensive educational environment. The definition of sexual conduct does not include behavior that would be considered child abuse as outlined in Oregon law.

Contractors and/or subcontractors are required to certify in writing to the District that it has informed all employees what conduct is prohibited, what reporting responsibilities employees have and who the contact is for reporting prohibited conduct.

All contracted employees who will be at work site where kindergarten up to 12th grade students maybe present, will be required to take an informational training on student sexual conduct requirements. The District can provide access to a short on-line training for contractors and subcontractors to use with their employees.

If a contractor, subcontractor and/or their employees observe conduct he/she believes is prohibited they are to report the information immediately to the building administrator.

If the District is made aware of a contractor, subcontractor and/or their employees engaging in prohibited contact, the District will conduct an investigation. At the sole discretion of the District, the Contractor shall either (a) immediately remove the employee from providing services to the school pending the conclusion of the investigation or (b) place the employee in a position that does not allow for unsupervised contact with students. If the District determines the contractor, subcontractor and/or their employees engaged in sexual conduct with students, the District will have the option to: (a) terminate the contract and/or (b) request the permanent removal of the subcontractor and/or employee from the worksite. Contractor will cooperate in any investigation being conducted by the District, law enforcement, DHS, ODE and/or TSPC.

HOLD HARMLESS

In addition to the insurance requirements included as part of the Agreement, the Contractor shall also defend, indemnify and hold harmless the District and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whosoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto.

MODIFICATION

No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

EMPLOYEE REMOVAL.

Contractor will immediately remove any Contractor's employee, agent or officer from all District schools or locations in cases where District determines, in its sole discretion, that removal of the employee, agent or officer is in District best interest.

FORCE MAJEURE

1. The performance of this Agreement by either the District or the Contractor is subject to but not limited to acts of God, war, disease outbreak including but not limited to pandemics, strikes, government regulation, domestic terrorism, disaster, civil disorder, curtailment of transportation facilities, or other emergency over which any party has no control making it illegal, impossible, or impracticable to provide the services. This Agreement may be terminated without liability or penalty for any one or more of such reasons by written notice from one party to the others. In this event, the District shall pay to the Contractor for buses used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and costs incurred by the District in securing the services of such operating personnel. The Contractor shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

If neither the District nor the Contractor operates the buses, the District is not obligated to any payments.

2. Contractor agrees to make every reasonable effort to provide transportation in the event of a strike by the District's employees.

ARBITRATION

Any disagreement regarding the interpretation, meaning or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within 60 days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon.

ASSIGNMENT OF CONTRACT

Neither the Agreement nor any interest herein shall be assigned to any other party or parties without the prior written consent of the District. In the event of any attempt to transfer interest without the District's permission, the District may terminate the Agreement with a notice period of its own choosing.

FUNDING

The Contractor recognizes that revenue needed to fund the Agreement must be approved by the District's established budget procedures. The Contractor also recognizes that the revenue received by the District is sometimes affected by circumstances outside the control of the District. The Agreement, therefore, will be entered into contingent upon the ability of the District to fund the Agreement. Should the District experience an unexpected shortfall, which would affect the District's ability to fund the Agreement, the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Agreement. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the District and the Contractor.

SEVERABILITY

Should any provision of the Agreement between the District and Contractor, or the application thereof, be held invalid or unenforceable, the remainder of the Agreement and the application thereof, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

MERGER CLAUSE. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those

contained in this Agreement and its attachments (s). All attachment(s) hereto together constitute the entire agreement between the Parties.

DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the establishment of any Agreement, the Successful Proposer shall certify in writing to the District that no relationship exists between the Successful Proposer and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the Successful Proposer and another person or organization that constitutes a conflict of interest with respect to an Agreement with the District. The District may waive this provision, in writing, if these relationships of the Successful Proposer will not be adverse to the interests of the District.

TAXES

The District is tax-exempt and any tax liability that might be incurred by the Contractor for personal or real property is the sole responsibility of the Contractor.

TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES

1. The District may terminate the Agreement immediately in the event that the District's board of directors or superintendent reasonably concludes that Contractor's performance under the Agreement has endangered the health, safety or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to Contractor by either delivery of written notice of such termination to Contractor's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.
2. District may otherwise terminate the Agreement with Contractor, without cause, by giving 60 days written notice of termination to Contractor. Said notice to be delivered by either delivery of written notice of such termination to Contractor's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.
3. District may terminate the Agreement if District gives written notice to Contractor of its intent to terminate the Agreement if Contractor is in default under the Agreement for any of the reasons set forth below in this section and Contractor should fail within 60 days after receiving such notice from the District to remedy said default set forth in the notice from District. The following events shall be a default by

Contractor and shall be subject to this 60 day notice requirement:

- Should Contractor be or become insolvent.
- Should the Contractor make a general assignment for the benefit of creditors.
- Should the Contractor file for protection under the bankruptcy laws of the United States.
- Should the Contractor repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in the Agreement.
- Should the Contractor regularly fail to perform the transportation services required under the Agreement in compliance with the required time schedule.
- Should the Contractor regularly fail to comply with District transportation policies.
- Should the Contractor willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the District, which are consistent with the Agreement.
- Should the Contractor commit any other material breach of the Agreement.

AFFIRMATIVE ACTION

1. The Equal Opportunity and Affirmative Action provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 therein are hereby incorporated by reference. Contractor represents, by acceptance of the Agreement, that it will comply with such Executive Orders and rules and regulations, and amendments thereto, to the extent the same are applicable to the provision or subcontracting of services or work under the Agreement.
2. Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex, age, or sexual orientation with regard to, but not limited to, the following: Recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. Contractor further understands and agrees that violation of this clause may be treated by District as a material breach of the Agreement, unless Contractor makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

VI. TERMS AND CONDITIONS – SPECIFIC

Under Agreement with the District, Contractor agrees as follow:

A. SCOPE OF SERVICE

1. To provide safe and reliable supplemental transportation to and from school and school-related functions in conjunction with Student Transportation of America. The District will only be billed for days that service is provided by the Contractor.
2. To maintain orderly behavior and conduct of students on buses.
3. To provide a close working relationship between the management of the company, Student Transportation of America and the administration and management of the District.
4. To provide positive public relations between the Contractor, the District, and its patrons.
5. To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 60 minutes for elementary students and 75 minutes for middle and high school students, unless approved in advance by the District.

B. CONTRACTOR EQUIPMENT

1. MAXIMUM ALLOWABLE BUS/VEHICLE AGE

Average age of all buses (including spares) shall not exceed six years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the Agreement:

- a. Gasoline buses - ten (10) years
- b. Buses powered by alternative low carbon fuels – ten (10) years
- c. Diesel buses - twelve (12) years
- d. Transit buses - twelve (12) years
- e. Small buses or vans - eight (8) years

2. APPROVAL

New vehicles shall provide, at a minimum, capacities of vehicles currently in use. Both the Oregon Department of Education and the District shall approve all used equipment.

3. CONDITION AND MAINTENANCE

Contractor shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass the State School Bus Inspection. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage

including minor dents and paint scrapes of a cosmetic nature. All repairs shall be repaired within 15 days of occurrence, unless otherwise approved by the District. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. Contractor shall administer on all buses and vehicles used by Contract in the transportation of students, an extensive preventive maintenance program which shall include the minimum:

- a. A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 15 of every contract year or every 25,000 miles, whichever comes first. No inspection period, from the last to the most current, shall exceed 12 months. Contractor will provide current copies of annual inspections for all buses used within this contract upon award.
- b. A daily pre-trip bus inspection and withdrawing a bus from service if a serious defect exists, which includes, but is not limited to steering, brakes, primary vision, exhaust, wheels, or tires.

4. FLEET SIZE

Contractor shall have a fleet of adequate number and capability to guarantee supplemental service for the District's student transportation needs, including home to school transportation, individualized transportation, and trips. Contractor shall provide adequate equipment within the fleet to meet accessibility requirements in Section 9 below. Equipment shall be added when needed to meet increasing needs. Such additions must be pre-approved by the District. The District's initial fleet request is listed below. In addition to this, the District welcomes an alternative suggested fleet configuration by the Proposer based on information given in Section IX of this solicitation.

- a. Home to school transportation – provide as a minimum **TEN (10)** 71 to 89 passenger buses (plus minimum of two (2) spares). The district requires two of the specified home to school buses be equipped with wheelchair lifts to accommodate inclusion for all students. Lifts shall be installed on maximum capacity buses to maintain flexibility of seating; it is acknowledged that this will reduce the number of available seats when wheelchair stations are in use. Buses must be capable of providing seatbelts and child restraint systems that meet state and federal requirements, to meet individual student needs, upon request.

- b. Individualized transportation (special needs) – provided as a minimum **2 (2)** 10 passenger vans (plus minimum of 1 spares). Seating and wheelchair configurations must meet the needs of District students, which may vary from year to year. Buses must be equipped with seatbelts and child restraint systems that meet state and federal requirements, to meet individual student needs.
- c. Activities, athletics and field trips - provide as a minimum **ONE (1)** 84 passenger heavy duty transit buses with under carriage luggage storage. Provide **TWO (2)** addition 71-89 passenger buses. These 3 buses can be among the 10 Home to School buses.

Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reasons of breakdown, maintenance or emergency. Contractor shall keep ample spare buses and other equipment available to ensure that Contractor can provide uninterrupted student transportation service with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the District. Contractor shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

5. DISTRICT INSPECTION

The District retains the unrestricted right to inspect at any time the Contractor’s facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with Agreement terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the Contractor shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the District.

6. RADIOS

Contractor shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a District approved two-way radio or other communication system. Contractor must specify the system planned to be provided. Proposed system must provide adequate coverage to meet the diverse geography of the District. Contractor must provide one radio for each school.

7. VIDEO AND AUDIO MONITORING EQUIPMENT

All buses used under this contract (including spares) will be equipped with high-quality digital video and audio monitoring systems. Audio

and visual coverage should capture riders during seat time and loading /unloading of the bus to capture driver interactions with students, parents, and staff. Contractor is responsible for maintaining and replacing equipment. System components are subject to approval by the District.

Systems must be operational on all buses whenever students are present on the bus. Systems shall be kept in good working condition and checked at least every two weeks by the Contractor to verify that they are working. Documentation of system checks shall be provided upon District request.

Video surveillance of students is confidential and shall be considered property of the District. Contractor shall not allow viewing of the surveillance footage by any person that is not authorized by the District. Contractor will work with the District on an archival and retrieval plan. Video recordings requested by the District must be transferred to a secure cloud website for viewing within 24 hours of the request, in a format that can be viewed without specialty software.

8. ACCESSIBILITY

Contractor shall provide vehicles and equipment to meet accessibility needs for all students. District will consult with Contractor on individual needs that may include, not be limited to, the following considerations:

- Handrail – availability on both sides of stairs, height, extension, size
- Steps – height, depth, angle, and traction
- Seats – restraint, size of seats to meet all student sizes
- Seatbelt locks
- Loading and unloading assist
- Equipment for Special Needs (harnesses, extenders, etc.)

The Contractor shall provide any modifications to equipment or additional equipment to meet student needs.

Proposed initial fleet shall be evaluated by the District for accessibility prior to approval and agreement under the contract.

9. REQUIRED MODIFICATION OF BUSES

Any installation of equipment modifications required by a change in law or regulation shall be the responsibility of the Contractor. Any installation or modification of equipment required by the District in addition to laws or regulations shall be done by the Contractor, with reimbursement to be made by the District at a prior approved cost. Cost of such District required modifications noted in this solicitation shall

be included within initial proposed fees in Section X.

C. FACILITIES

The Contractor shall have full responsibility for equipping, maintaining and operating a facility in good repair and appearance satisfactory to the District and in compliance with all District, city, county, state and federal laws and requirements, including but not limited to environmental requirements. Contractor's facility shall be located within the Newberg School District's boundary, unless authorized in writing by the District.

By no later than December 30, 2022, Contractor shall provide address and the location of the transportation facility designated for use in serving the District. Facility shall be of adequate size to store and maintain the required number of buses to operate in the District.

D. ROUTING

1. REGULAR HOME-TO-SCHOOL TRANSPORTATION ROUTES

Contractor shall maintain responsibility for providing all routes and route changes as set by Student Transportation of America. The District reserves the right to require adjustments to routes where determined by the district to be in its best interest.

2. INDIVIDUALIZED TRANSPORTATION ROUTES

The Contractor shall provide services, both in and out of the district, to transport students with special transportation needs as required by the District, including provision of necessary vehicles to accommodate all needs. It is understood that requirements for individualized transportation vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.

- a. The Contractor shall be responsible for coordinating individualized transportation routes inside and outside of District boundaries with Student Transportation of America. The Contractor shall communicate routing information to both parents and schools. The Contractor shall communicate any specific changes regarding routing information to the District's Facilities and Transportation Department, Student Transportation of America and the affected parents at least 48 hours prior to the effective date of the change.
- b. The Contractor shall pick up and drop off students with special transportation needs on the same side of the street where they reside. Contractor shall deliver the students to emergency locations whenever directed by the District.

- c. Only Designated Personnel and Transportation Liaison shall provide the Contractor with student names, addresses, number of students, and receiving schools for individualized transportation. Requests from unauthorized sources must first be approved by the Designated Personnel and Transportation Liaison.
- d. Contractor shall maintain updated records as furnished by District on each student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information. This information shall be guarded as confidential according to federal and state guidelines implementing PL 94-142 (as altered and re-authorized by PL 105-17) and parallel state statutes and shall not remain on the bus or vehicle unattended.
- e. The District reserves the authority to review and approve or modify these routes.
- f. The District reserves the right to use other transportation sources if the Contractor cannot provide for District requests, or if they cannot provide in a timely or cost efficient manner.
- g. The Contractor shall consider the specific safety needs of students and the adult support required in determining the size and type of bus used for transport.

3. ROUTE TESTING

- a. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to insure complete familiarity with route operation. The cost of this will be borne by the Contractor.

4. ROUTE OWNERSHIP

All bus routes, including home to school and individualized transportation, or any other routes that are developed by the Contractor for the District are and will remain the sole property of the District.

5. ROUTE NUMBERS

All buses shall have the appropriate route number for the corresponding school in the windows of the bus each and every time of

providing service to a given school. Route numbers are to be professional looking, prominently displayed, and easy to read from a distance. This will apply to all spare busses.

6. PROBLEM SOLVING

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, Contractor is expected to develop such solutions and present them to the District for consideration.

7. ROUTE RESTRICTIONS

In the designation and selection of routes under the Agreement, Contractor shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the District at its option may specify that Contractor shall operate over private roads, which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners. It is the Contractor's responsibility to obtain permission from the property owners.

8. ROUTE CHANGES

Student transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the District. Contractor shall collaborate with District staff to ensure effective communication of route changes in a timely manner. Contractor bus drivers are not to modify the established District approved bus routes without District approval. If the District increases or reduces the number of buses required to service the routes or reduces the route times, the compensation to the contractor will be adjusted as provided in this solicitation. The District reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year.

9. BUS LOAD LIMITS

Passenger loading of buses shall not exceed Oregon State Department of Education or other state or federal limits. Contractor is required to notify District, within one day, of any overload problems.

10. SOFTWARE

The District will coordinate transfer of student data for the purposes of computerized bus routing.

The District provides and uses a web-based software that allows staff to request field trips, and routes through the district system for

approval. The selected Contractor shall log into the web-based software program to confirm, schedule and track trips that have been requested and approved by the schools.

E. SCHEDULES

1. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES

In developing and driving the routes, the Contractor will strive to comply with the following guidelines:

- a. Student arrival at school in the morning (AM): between 20 minutes and 10 minutes prior to school starting time.
- b. Bus arrival at school to pick up students in the afternoon (PM): No later than dismissal time at elementary schools. No later than 10 minutes after school dismissal time at middle schools and 20 minutes at the high school. All shuttle must be at their scheduled school before dismissal time.
- c. Riding time shall not exceed 60 minutes for elementary students and 75 minutes for middle school and high school students, except as approved in advance in writing by the District.
- d. Buses shall not depart from school earlier than eight minutes after school dismissal without the prior approval from Transportation Liaison; except for shuttles which shall have an approved departure time.
- e. Shuttle systems are used at our “sister” school sites. Arrival times will vary to accommodate specific needs and shuttle schedules:
 - a. High School-Mountain View Middle School to Chehalem Valley Middle School
 - b. Chehalem Valley Middle School to Mountain View Middle School & High School

2. SCHEDULE ADJUSTMENTS

All route schedule adjustments that are more than five minutes earlier or later must be approved by the Transportation Liaison prior to implementation. Changes must be communicated in writing to all riders and the school at least 48 hours in advance of implementation. Contractor shall provide a route update procedure to be approved by the District.

F. STAFF

1. CONTRACTOR STAFF

For the protection of students, drivers and other persons coming in contact with students must be of stable personality and of the highest moral character. The District places responsibility upon Contractor and Contractor agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever, nor shall Contractor allow a person to drive a school bus who is not at the time in a condition of mental, physical or emotional stability.

- a. Contractor shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours to be able to perform uninterrupted reliable on-time service in case of emergencies, no-shows, and other exceptional circumstances. The Contractor will provide a detailed summary of staffing proposed for the Agreement.
- b. The responsibility of selecting, hiring, training, supervising, and disciplining drivers and all other employees shall rest upon the Contractor. In the selection and hiring process, the Contractor shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal, and safe driving records. The Contractor will be responsible for fingerprinting all employees that come in contact with students in accordance with ORS 181A.200 and OAR 581-021-0500 and other applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders. The Contractor shall not knowingly employ anyone who has:
 - A felony or misdemeanor conviction within the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
 - Conviction of DUII, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
 - Conviction within the past two years of careless or reckless driving.
 - Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
 - A pattern of driving violations on the record.

Drivers must meet all requirements of the Oregon Department of

Education for school bus drivers.

- c. Contractor must have in place a program for mandatory drug testing/screening for all new hires, mandatory post-accident drug testing, and random testing of all employees.
- d. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply with this requirement. The Contractor further agrees that the District shall have the right by written order to require removal from the Contractor's operation serving the District any person(s) or driver(s) who in the opinion of the District, is not of appropriate personality, character, temperament, or qualifications to operate a school bus as set forth in the Agreement, or who is not in compliance with this contract, District policy, or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

2. CONTRACTOR'S PERSONNEL

The contractor shall provide the following staffing dedicated to the Agreement:

- a. Location Manager - Contractor shall provide a full-time Location Manager with significant supervisory experience in the field of student transportation.

The District shall have the right of final approval of the appointment of the Location Manager and to require removal from Contractor's service to the District of any management person who has not performed to the satisfaction of the District. It is the expectation of the District that the Location Manager assigned to administer this Contract with the District will remain for the duration of the Contract if at all possible. The District requires six months notification of any consideration of employment status change of the Location Manager that is under the control of the Contractor.

The Location Manager shall have the experience, skills and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the Contractor. The District's expectation is that the Location Manager will have the ability to manage all phases of supplemental student transportation. The Location Manager's skills will include computer

literacy with word processing, spreadsheets, and electronic communication. The manager's duties will include all functions necessary for full administration of all Contract requirements. These shall include, but not be limited to, responding to parent concerns and complaints, coordinating with and supporting individual schools, supporting and helping implement District programs for student behavior management, driver training, etc.

- b. In addition to a Location Manager, Contractor agrees to provide, at a minimum, the following personnel on site at the facility:
- Contractor agrees to designate a part-time Safety and Discipline Officer, acceptable to the District, who shall work with students, drivers, school personnel, and parents. The Safety and Discipline Officer may also be the Location Manager.
 - Contractor agrees to provide a part-time Dispatcher, Dispatchers shall communicate with District personnel, parents and drivers to coordinate the safe and uninterrupted flow of transportation services.
 - Contractor shall provide a part-time Maintenance Supervisor, other than the Location Manager, Safety and Discipline Officer, or Dispatcher, experienced and knowledgeable in the area of school bus maintenance. The Maintenance Supervisor will be required to understand maintenance requirements and standards of the Oregon Department of Education.
 - Contractor agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and other requirements in accordance with the Agreement.
 - Contractor agrees to supply enough trip drivers to accommodate up to 3 trips during route times and enough trip drivers to fulfill all district requests (up to the number of buses in the fleet) during non-route times.
 - Contractor agrees to provide location personnel access to language interpretation and translation services.
 - Contractor agrees to provide other staff as necessary to meet the service expectation of the Agreement.

3. MINIMUM REQUIREMENTS OF DRIVERS

- a. Contractor shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificates issued by the State of Oregon Department of Education.
- b. Contractor shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.
- c. Contractor shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract, shall be a driver assigned to a specific route(s) at the commencement of each school year and is normally expected to remain until the end of the school year. The Contractor may transfer drivers among routes whenever the interest of the students may be served, but shall minimize such transfers throughout the year. The District reserves the right to request a replacement or transfer of a driver for good cause.
- d. The Contractor shall provide to the District a signed compliance notification prior to the beginning of each school year that: 1) all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test, 2) that the Contractor has in its files a copy of the criminal verification and driving record report for each driver along with a list of drivers waiting for approval, and 3) all drivers have completed annual mandatory trainings. These training programs must be approved by the District, or the District can provide web-based training in these areas.
- e. A driver supervisor or certified driver trainer shall ride with every certified bus driver at least once every six months for the purpose of observing and evaluating their drivers' practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The Contractor will submit a report to the District listing all drivers and their review dates. In addition, the District may at any time have a representative ride with any driver of the Contractor for the purpose of observation to assure compliance with the terms and conditions of the Agreement.

4. STAFFING HOURS

The Contractor shall provide contact to a competent manager between the hours of 8:00 AM and 5:00 PM who is authorized to act on behalf of the Contractor. Contractor shall provide sufficient support staff during

the hours of 5:30 AM and 6:00 PM or until the last route bus returns to the facility, and at other times as required by activity trips.

5. EMERGENCY CONTACT

One or more emergency phone numbers must be provided to the District where Contractor can be reached 24 hours a day, 7 days a week in case of emergency. The Location Manager must have a mobile phone.

6. APPAREL AND NAME TAGS

The District requires that all employees of the Contractor be issued name tags to be worn while on duty in providing service to the District. The District also requires that all Contractor staff maintain a professional appearance appropriate for the duties (including no offensive odor), in accordance with standards of the District.

G. REPORTS

1. DISCIPLINE AND HEALTH

Contractor shall provide the District, within 24 hours, written student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the District Transportation Liaison will be made immediately.

2. ACCIDENT

In the event of an accident during the school day (with or without students on the bus):

- a. Contractor shall notify the District Transportation Liaison immediately by telephone and provide the route number or trip description, number of staff and students (and the schools they attend) on the bus at the time of the incident, the location and brief description of the accident. Contractor will also provide email documentation of the incident within the same day of occurrence. .
- b. Within 30 minutes of notification to the District, the Contractor shall provide the full names of students and staff on the bus at the time of the accident.
- c. The Contractor will provide any additional information to the District as required by District policies and procedures.
- d. Contractor shall provide a written report describing all details of any accident on the same day it occurred. It is the Contractor's responsibility to report all accidents in compliance with the laws and regulations of the Oregon Department of Education and Oregon Department of Motor Vehicles.

- 3. DAILY BUS REPORT (DBR)**
Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of rate based fees to the District. DBR reports shall be completed for each individual bus movement by date and route. These shall remain on file at the transportation facility and be available for District audit and review on request. A summary spreadsheet of the DBR data must be submitted monthly with the billing. An alternate automated system may be used, but must be approved by the District.
- 4. STATE REPORTS**
Contractor shall furnish the District with information necessary to complete transportation reports for the State of Oregon. This includes the annual preparation of the Transportation Information report (Form 581-2249-M) by August 15 of each year.
- 5. INSPECTION/CERTIFICATION REPORTS**
Contractor shall, by January 4, 2022, provide to the District a written list of all buses and vehicles including year, make, size, and specifications to be used for student transportation by the Contractor. Prior to District approval, the Contractor shall pre-inspect all the above buses and vehicles and provide the District with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification (Forms 581-2255 and 581-2256C no later than five working days prior to their use by the contractor for student transportation. Contractor shall correct all discrepancies within two (2) weeks and notify the District in writing of the same. The District reserves the right to reject any vehicles submitted for approval for non-compliance with the Agreement.
- 6. BUS DRIVER INFORMATION REPORTS**
Contractor shall have in its files and made available to the District upon request, information such as, but not be limited to, drivers' names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.
- 7. BOOKS**
The District retains the unrestricted right to inspect the Contractor's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.
- 8. MONTHLY REVIEW**
Contractor's Location Manager shall formally meet with District designated personnel at least once every month to report on

achievements, areas of concern, activities performed in compliance with the Agreement and information of interest regarding news and changes in the school transportation industry.

9. MONTHLY SUMMARY REPORT

By the tenth (10) calendar day of the month following, the Contractor shall supply the District with a monthly summary report. The report will include, but not necessarily be limited to:

- a. The number of open routes
- b. Current list of route driver assignments
- c. Current list of substitute/cover drivers and their availability
- d. Current list of trip drivers and their availability
- e. Number of drivers in training and estimated completion date
- f. The number of accidents
- g. The number of vehicle breakdowns
- h. How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- i. Late route buses, indicating what school, route, date, day, time and reason, who was notified
- j. Late trip buses – trip #, school, cause, details
- k. Bus capacity and estimated daily ridership by route, AM and PM
- l. Number of student citations written at each school, identified by route number.

10. DISTRICT MEETINGS

Contractor's Location Manager shall be available for attendance at District meetings and school board meetings as needed and requested by the District.

11. MONTHLY BILLING

Contractor will provide to the District, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up. The spreadsheet details and design are to be approved by the District. A summary spreadsheet of the month's daily bus reports shall be provided as backup. Electronic invoices and supporting documents are preferred.

H. COOPERATION

Student transportation has great visibility in the community and plays a key part in the District's relationship with the community and the community's perceptions of the District. It is crucial to the maintenance of a positive and cooperative community environment, and it is an essential ingredient to the District's achievement of its educational goals, that the Contractor becomes a positive and supportive partner in communicating and conveying true interest

and concern to the public. This need is so important that it constitutes a major factor by which Contractor performance will be judged by the District.

1. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS

Contractor will be responsible for answering inquiries from the public regarding drivers and student problems, schedules, and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the District Admin and Transportation Liaison.

Contractor shall respond to inquiries from the District Office or School Administrator within 24 hours of inquiry. Video surveillance requests must be provided within 24 hours of inquiry.

2. INQUIRIES ABOUT ROUTES AND BUS STOPS

Contractor will be responsible for answering inquiries from the public regarding routes, schedules, and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the District Admin and Transportation Liaison.

3. COURTESY AND PATIENCE

The District is dedicated to its community role as a customer service organization. District patrons must find positive responsiveness in their contact with the Contractor and all of its personnel.

I. SAFETY PROGRAM

The absolutely critical aspect of any student transportation program is the safety of the students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of District policy regarding rider behavior and behavioral problems.

1. Contractor shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes but is not limited to a regularly scheduled safety meeting for contractor's personnel. It shall also include a school bus safety and training program for students.
2. Prior to the beginning of each school year all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.
3. The Contractor will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Operations Plan. The Contractor will instruct all of its employees in the content of both the Contractor's and the District's emergency plans. The Contractor shall develop procedures for handling student emergencies

during transport to be provided to the drivers and kept on all buses at all times.

4. Contractor shall be available to make a bus safety presentation to classes of students in grades K-8 within the District as advised and directed by the District. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

J. INCLEMENT WEATHER

The Contractor shall operate during inclement weather conditions unless routes are canceled by the District. Contractor shall provide in a timely manner for appropriate equipment (chains and snow tires) and trained personnel, and shall implement District defined alternate routes as necessary to operate under such conditions. The District shall have the sole responsibility of altering bus routes or canceling bus service for that day. To ensure that the district is able to make a sound decision pertaining to the cancellation or alteration of bus routes, the Contractor is required to travel and inspect all designated roads, based on knowledge of geographic area and possible hazards, during inclement weather. The Contractor will consult with and make a recommendation to the Superintendent and Transportation Liaison or designee regarding road conditions prior to 4:30 AM. Should bus services be required, Contractor agrees that it will abide by the decision of the District and will operate the routes as normally as possible.

K. STUDENT MANAGEMENT

1. DRIVER TRAINING AND CONSISTENCY

The District pursues diligently the consistent handling of student behavior issues so that students know what to expect. It is important that bus drivers also work for consistent treatment and expectations of students for us to jointly maintain sound District wide codes of conduct. The District shall share District procedures and policies and the Contractor will develop and share their procedures relative to student conduct, and shall provide adequate training to its drivers in these standards. The Contractor shall maintain a continuing program to assure and promote driver adherence to District procedures and standards.

2. STUDENT BEHAVIOR / PBIS

The District uses Positive Behavioral Intervention and Supports (PBIS) as a systemic approach to proactive positive behavior district-wide. All drivers will attend up to four trainings per year offered by the District. These trainings may include implementation and maintenance of PBIS strategies as well as strategizing communications with the

schools and/or families. The Contractor is required to reinforce PBIS actively on all District routes. In addition, the Contractor will support an on-site PBIS committee for their Drivers that meets once a month to strategize PBIS activities and support their fellow Drivers. The committee shall include at least three drivers, the location manager, and a representative from the District.

The District believes that all students should have access to our school system. We have developed a collaborative system between our Contractor and the District to provide communication between the School staff and Drivers to support student success on our buses. Our Referral Process facilitates communication between drivers and school staff to implement strategies, education, and tools to teach our students to successfully ride our buses. The Referral Process is included as supplementary material for review. Our Transportation Coordinator plays a strong role in supporting drivers in ensuring student success. This process includes facilitation of strong relationships between our schools and our drivers by scheduling meetings multiple times throughout the year, principals or designees participating in driver trainings, and strategic use of bus monitors (provided by the District) to establish expectations with students.

The District also believes it is important to document and monitor issues, interventions and supports in order to best serve our students and families. Drivers will maintain any records in a confidential manner and collaborate with the District to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments in alignment with [Newberg School District School Board Policy IG](#).

3. COMMUNICATIONS

1. In addition to, and as an important supplement to other forms of communication between Contractor and the District, Contractor's drivers and school principals (or designee) shall establish direct communications to assure timely awareness of and solution to problems.
2. Contractor shall be responsible for answering all calls related to drivers and student problems. Contractor is expected to work with building staff in individual school buildings in resolution of problems with students. District personnel will be available for calls that cannot be satisfactorily resolved by the Contractor. For students in alternative placements outside of the District, the Contractor shall work with the District's Transportation

Department.

3. The Location Manager, Safety and Discipline Officer, and Dispatcher, must all have access and be fluent in the use of email for communicating district information.

L. DISTRICT PERSONNEL DRIVERS

1. In certain circumstances, the District may desire its staff to operate type 10 or type 20 vehicles to transport students. The Contractor shall allow qualified District personnel to drive such contractor vehicles for field trips, excursions, school projects, activities, sports, and other District approved activities. In such cases, no driver charge will be made by the Contractor to District. District personnel assigned to drive Contractor vehicles shall meet all legal requirements for the operation of those vehicles including required licensing and certification. All District qualified drivers shall meet Contractor approval. District will insure for negligent acts of district drivers and vehicle damage while operated by District qualified drivers under the District's hired vehicles policy.
2. Contractor agrees, by separate fee to District, to provide the following service for approved District staff who desire to operate type 10 or 20 vehicles:
 - a. Contractor shall provide the necessary classroom instruction to qualify District personnel to legally operate such vehicles.
 - b. Contractor must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
 - c. Contractor shall be obligated to notify the Department of Education as to those qualified to drive such vehicles as well as initiate drivers' records checks and maintain a current and accurate list of qualified drivers.

VII. TERMS AND CONDITIONS – COSTS/FEES

A. COST/FEE STRUCTURE

Contractor will bill district based upon the following separate identifiable fees:

1. RATE BASED FEES

- a. Included Costs: This category is intended to pick up the costs associated with home-to-school routes, individualized transportation routes, trips and other miscellaneous transportation of students. Examples of

included rate-based costs include: driver wages and benefits, vehicle fuel, bus and bus equipment depreciation costs, and supplies associated with vehicle maintenance.

- b. Rates may be established as daily, hourly, or a combination thereof for activity where students are transported.
- c. Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
- d. Contractor will also provide individual fee rates for training district staff as previously specified in this document.
- e. Rate fees for vehicles driven by District staff shall be based on mileage per trip and include the cost of fuel and maintenance.
- f. All charges to the District for mileage or travel time shall start when bus departs the transportation facility and returns to the transportation facility.

B. ALTERNATIVES

When alternative means of providing student transportation are available, the Contractor shall select the method resulting in the lowest cost to the District, provided transportation requirements are met. The District reserves the right to seek other means of service if it is in the public's best interest to do so.

C. CHANGES

If, due to changed requirements or District requests, it is necessary to add or reduce the number of buses, the basis for adjusting the costs will be determined from the Rate Based Fee tables for the cost of adding buses or cost of deleting buses. The amounts quoted for Fixed Cost Fees will not be adjusted if the cumulative number of vehicles added/deleted is 10 or less from the fleet size initially contracted; if the number exceeds 10, Contractor and District will negotiate any appropriate adjustment to the rates quoted. In the case of eliminated buses, the District agrees to pay Contractor for their use up to 30 days after the reduction notice while Contractor attempts to find another location where they can be utilized. If during the life of the Contract, vehicle types not listed on the Rate Based Fee Schedule are required, the District and Contractor shall negotiate their pricing and add them to the Rate Schedule.

D. CONTRACTOR CHARTERS

The District recognizes that the Contractor will be providing transportation for charter work and Contractor business that is unrelated to services provided to the District. Contractor will ensure that chartered buses do not show District's name on the bus.

Contractor work that is not related to District business may not negatively impact the District operation. No regular route drivers can be pulled from the regular route to be reassigned to non-District business.

Contractor will develop an accurate system to track such use and submit a proposed method to reimburse the District for costs already charged to district associated with those charter buses used.

E. COMPENSATION

Billing is due to the District by the 10th of each month for the prior month. Payment will be made net 30 days from the District receipt of invoice.

VIII. CURRENT SERVICE LEVEL INFORMATION

The following information is intended to provide Proposers with a general understanding of current District operations and transportation requirements within the district. Proposals should meet the requirements specific within this solicitation based upon maintaining the approximate current transportation service level.

Proposers may describe route or other service alternatives within their proposal, but may not include such changes in their pricing proposal. The Successful Proposer will have the opportunity to discuss implementation of such proposals once under Agreement with the District.

A. DISTRICT BOUNDARIES

Current Boundary Maps found at
<https://www.newberg.k12.or.us/district/school-boundaries>

B. SCHOOL CALENDARS AND HOURS

Current school calendars and hours are available at:
<https://www.newberg.k12.or.us/district/school-start-and-end-times>
<https://www.newberg.k12.or.us/district/district-academic-calendar>

C. SCHOOL BUS ROUTES – Current district routes can be found at the following website:

<https://www.newberg.k12.or.us/district/school-district-bus-transportation>

Regular Home to School Route Summary from 2021 school year when we were running all routes.

Route	Schools Served	Mileage	Load Time Elementary Route/Secondary route
1	MR/CV	49	1.98/2.32
2	ED/CV	60	1.34/2.05
3	DU/CV/NHS	68	1.95/2.82
4	DU/NHS	42	1.86/2.35
5	DU/NHS	49	1.89/2.32
6	DU/NHS	48	1.87/2.32
7	EY/CV/NHS	94	2.07/2.94
9	EY/CV/NHS	114	3.67/3.06
10	EY/CV/NHS	123	2.40/3.87
11	EY/CV/NHS	99	2.84/4.10
12	EY/CV?NHS	137	2.69/3.13
13	CAT/CV	107	2.53/3.13
14	CR/NHS	41	2.00/2.32
15	DU/CV	45	1.82/2.20
16	CR/NHS	38	2.08/1.99
17	JA/NHS	29	1.30/2.00
19	JA/MV	24	1.25/1.88
20	JA/MV	34	1.94/2.03
21	MR/NHS	66	2.14/2.25
22	MR/NHS	36	1.50/1.92
23	MR/NHS	54	1.98/2.24
24	MR/MV	54	2.04/2.25
25	MR/MV	59	1.95/1.25
26	MR/NHS WCA	72	1.25/4.00
27	MR/MV	61	2.90/2.17
29	NHS/MV ED/NHS/MV	57	1.33/2.86
30	MV/NHS/CAT	90	2.97/3.15
31	MV/NHS CAT/MV/NHS	91	2.22/3.25
34	ED/MV	50	1.55/1.99
35	MR/CV	30	1.39/2.37

44	CR/MR/CV mid day wed	155	3.92/1.67/3.55
46	WCA/NHS	131	3.95/3.35
47	WCA/ED/NHS	88	3.5/4.0
49	JA/OASIS	136	3.5/4.0
51	NHS/MV/CAT	103	2.96/3.82
53	CR/NHS	98	2.95/3.1
55	OSD	110	2.1/2.33

District Programs

The District has programs for Life Skills at all grade levels. Our Life Skills Programs serves students with development disabilities at the following schools:

- Kindergarten through 5th grade at Dundee Elementary,
- 6th through 8th grade at Chehalem Valley Middle School
- 9th through 12th grade at Newberg High School
- Ages 18 through 21 at our SAIL Program located at Newberg High School

Edwards Elementary has a dual language program where instruction at grades K-5 is presented to students in English and Spanish. Mountain View Middle School is our 6-8 dual language school. District provides transportation for students that are attending dual language schools outside the student's school boundary within our district.

Early Intervention Services are provided by Willamette ESD located in McMinnville, OR. We currently provide transportation requests for 15 students with varying class schedules and transportation needs.

Students qualifying for transportation under McKinney Vento or through Foster Care (DHS) is constantly varying, but mostly increasing. We currently have 13 students transported into our district and 15 transported out of our district daily. We partner with our neighboring districts when students qualify under McKinney Vento and Foster Care (DHS). Students navigating homelessness within our district boundary is also a mitigating factor on our individualized transportation program.

Individualized Routes Student Summary for 2021

Below is a snapshot of students supported by our Individualized Transportation Services this school year.

School of Attendance	Total Transported	Wheelchair	Modified Schedule	Out of District
CR	7	0	0	0
ED	1	0	0	0
EY	0	0	0	0
DU	1	0	0	0
JA	5	1	0	0
MR	4	0	0	0
MV	3	0	0	0
CV	7	0	0	0
NHS	13	0	0	0
Sail	7	0	2	0
Catalyst	2	0	1	0
Oregon school for the blind	1	0	0	0
<u>Early Intervention</u>				
WESD	4	0	4	0
<u>McKinney Vento</u>				
JA	4	0	0	2
CV	1	0	0	1
NHS	4	0	0	4
MV	1	0	0	1
ED	2	0	0	1
MR	1	0	0	1
Catalyst	4	0	0	4
CR	1	0	0	1
<u>Mental Health</u>				
Total Students	73	1	7	15

IX. REQUIRED PROPOSAL FORMS

The following forms must be completed by Proposer and submitted with proposal:

- A. RFP CHECKLIST AND COMPLIANCE**
- B. PROPOSAL RATE SCHEDULE**
- C. TOTAL COST PROPOSAL**
- D. RESIDENT BIDDER**

A. RFP CHECK LIST AND COMPLIANCE

This checklist must be completed and submitted with your proposal package.

- 1. Company Name: _____
- 2. Company Address: _____
- 3. Company Phone _____
- 4. Company E-mail Contact: _____
- 5. Company Federal Tax Identification No: _____
- 6. Company Structure: _____Sole Proprietor _____Partnership
 _____Corporation Type _____
 Where Incorporated? _____
- 7. Key Company Officers (And All Partners If Partnership):

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

8. Domiciled in the State of Oregon? _____Yes _____No
9. Registered to do business in the State of Oregon? _____Yes _____No
10. If not headquartered in Oregon, is company eligible for any preference in award of contracts with home state or with government bodies in home state? _____Yes _____No
11. If yes, state the law or regulation (legal citation preferred): _____

Percent of Preference _____% State Preference Received _____

12. Inventory of Solicitation Documents Received (all documents received must be checked):

RFP Document	_____	_____
Required Proposal Forms	_____	_____
Required Proposal Supplemental Information	_____	_____
Addendums (list each #)	_____	_____
	_____	_____

13. Inventory of Solicitation Documents Submitted:

Proposal	_____	(6 Copies)
Required Proposal Forms A-D	_____	
Required Proposal Supplemental Information	_____	
All Required Signatures	_____	
Any Added Proposal - Documents:		
_____	_____	
_____	_____	
_____	_____	
_____	_____	

14. ANTI-COLLUSION AFFIDAVIT

As part of proposal, Proposer declares under the penalty of perjury, that the only person, parties or entities interested in this proposal are those named therein; that this proposal is, in all respects, fair and without fraud; that it is made without collusion with any employee, officer or director of the District; and that the proposal is made without any collusion with any other person, party or entity making another proposal in response to this Request for Proposals. It is further certified that the Proposer has not engaged in any price-fixing or any other illegal practices with respect to this proposal.

15. With regard to this request for proposal for transportation services, the undersigned Proposer hereby confirms that the Proposer has:

- A. Received all proposal materials as listed above;
- B. Read and understood all proposal materials in their entirety;
- C. Provided true and accurate data in all materials submitted with this proposal;

Proposer further acknowledges that it has complied with all the terms and conditions of the Request for Proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

B. PROPOSAL RATE SCHEDULE

NAME of Proposer: _____

This rate sheet is not intended as a reflection of the actual annual rates to be charged by the Proposer to the District. Cost estimates shown below are to be used by the District for the purposes of comparing annual proposal costs and as the basis for negotiations with the successful Proposer. Rates are to be based upon a minimum of 170 student home-to-school transportation days, current route configurations, and a three hour base rate. Successful Proposer will commit to a final rate schedule, which shall be the basis for any and all fees charged, within the final Agreement with the District.

1. RATE BASED COST

- a. Daily Total Minimum rate per route bus, **for first three hours**, for the following:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
54-72 Passenger Bus w/Lift	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

- b. Daily Total hourly rate per route bus **for time over the first three hours** of daily use:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____
54-72 Passenger Bus w/Lift	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____

- c. All Activity and Field Trip Busing Rate - the rate charged for each trip bus **per hour** is as follows:

84-89 Passenger Heavy-duty Transit Bus	\$ _____
65-78 Passenger Transit or Conventional Bus	\$ _____

54-72 Passenger Bus w/Lift	\$ _____
12-30 Passenger Mini Bus w/o Lift	\$ _____
12-30 Passenger Mini Bus w/Lift	\$ _____
Other: _____	\$ _____
Overnight Charge (Meals/Motel)	\$ _____

d. Activity vehicles driven by District staff - buses driven by qualified district staff for student activities will be charged at the following **Mileage Rates:**

12-30 Passenger Mini Bus w/o Lift	\$ _____
Other: _____	\$ _____

3. District Bus Driver Training Fee

Classroom	\$ _____
Behind the Wheel	\$ _____

4. Other Fees

Any other potential fee charged under this proposal must be listed below. Attach an additional sheet if necessary.

C. TOTAL COST PROPOSAL

NAME of Proposer: _____

This evaluation is not intended to reflect the actual routing costs for the District. It will be used by the District as a means to apply, measure and compare rates provided by the Proposers.

1. Fixed Costs							\$
2. Rate Based Fees							
a. Daily Total Minimum Rate per Route Bus (First Three Hours)							
84-89 Passenger Bus	\$	x	4 Routes	x	100 Days	=	\$
65-78 Passenger Bus	\$	x	4 Routes	x	100 Days	=	\$
54-72 Passenger Bus w/Lift	\$	X	1 Routes	X	100 Days	=	\$
12-30 Passenger Mini-Bus (Lift)	\$	x	4 Routes	x	100 Days	=	\$
12-30 Passenger Mini-Bus (No Lift)	\$	x	1 Routes	x	100 Days	=	\$
b. Daily Total Hourly Rate per Route Bus (Over Three Hours)							
84-89 Passenger Bus	\$	x	2,000 Hrs	=	\$		
65-78 Passenger Bus	\$	x	2,000 Hrs	=	\$		
12-30 Passenger Mini-Bus (Lift)	\$	x	500 Hrs	=	\$		
12-30 Passenger Mini-Bus (No Lift)	\$	x	500 Hrs	=	\$		
c. Trip Rates (Per Hour)							
84-89 Passenger Bus	\$	x	500 Hrs	=	\$		
65-78 Passenger Bus	\$	x	500 Hrs	=	\$		
d. Activity Vehicles Driven by District Staff (Per Mile)							
12-30 Passenger Mini-Bus (Lift)	\$	x	1000 Miles	=	\$		
12-30 Passenger Mini-Bus (No Lift)	\$	x	1000 Miles	=	\$		

D. RESIDENT BIDDER

According to ORS 279A.120, Proposers must provide resident/non-resident bidder information. In order for the District to determine whether a Proposer is a resident/non-resident bidder, the following definitions apply: a resident bidder is one who has paid unemployment taxes or income taxes in Oregon during the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and states in the bid that the Proposer is a “resident” bidder pursuant to this definition. A “non-resident” bidder is one who is not a “resident” bidder pursuant to this definition.

The undersigned certifies by initialing the appropriate line below whether the bidder is a resident or non-resident.

_____ Bidder is a resident

_____ Bidder is a non-resident

Non-resident bidder is a resident of _____

Signature of Representative Date

Company Name Nearest Service Representative

Company Address

Phone Number Proposer’s Employer ID No.

X REQUIRED PROPOSAL SUPPLEMENTAL INFORMATION

In addition to the required submittal forms, Proposer must include discrete information to address each of the areas listed below which will provide a major basis for evaluation. Proposer is encouraged to include other information not listed that will assist in the understanding of its proposed services and which may distinguish them from its competitors.

A. COMPANY QUALIFICATIONS

1. How many years has the company been in business? Have there been any name changes or changes in ownership? If so, please describe fully the changes that have occurred in the last ten years.
2. List all public school transportation contracts currently held in Oregon, showing the name of the district served, number of routes and the number of students being transported for each contract, or if company has not done business in Oregon, comparable information from one other state on the west coast.
3. For each of five (5) of the above districts closest in size to the Newberg School District, provide the following:
 - a. Length of the current contract
 - b. Number of regular and individualized routes and buses
 - c. Number of on-site employees at the end of the 2021-22 school year.
 - d. Total number of employees who quit or were terminated during the 20220/21 school year
 - e. Driver profile by years of tenure on site and years of experience/service in driving school bus
 - f. Length of tenure of the Location Manager and other staff:
 - at this location
 - with your company
 - in the student transportation industry
 - g. Provide number of accidents per year for the last five years. Include all accidents, including those that did not involve a second vehicle, and detail as follows:
 - Were any students or District staff on the bus at the time of the accident?
 - Was another vehicle involved? If so, who was at fault?
 - Were there any injuries?
4. For the operation closest in size to this District, provide the following (one copy to be submitted with proposal):
 - a. Driver's manual
 - b. Driver training plan
 - c. Employee incentive plans
 - d. Job description of the Location Manager

e. Management manual

5. During the last five years have any contracts been terminated by school districts you serve during the life of the contract? If so, give complete details, including school district name.
6. During the last five years has your company lost a contract from a district that had previously been served by your company? If so, give complete details, including school district name.
7. Describe any present or prior litigation your company has or had with any customer.

B. FINANCIAL STABILITY

Provide the following financial information for the company's last completed fiscal year: The year ended, the Current Ratio, the Quick Ratio and the Debt to Equity Ratio.

Has the company or parent company filed Chapter 7 or 11 bankruptcies within the last 5 years? If yes, provide explanation and evidence of successful financial recovery since the bankruptcy.

C. SERVICE AND PERFORMANCE

1. Explain how you would determine at what point additional buses might be required to handle increased student enrollment/ridership or possible rerouting.
2. How you would monitor adherence to route schedules? Give examples of tools or processes in place in a similar sized district.
3. Give specific examples from the past of emergencies, such as school shut downs, emergency closures, school fires, etc., and how your company responded. Submit sample documents currently in use in a district served by your company for handling such emergencies.
4. Provide a roster of all proposed staff required to meet the needs as specified in this request for proposal. Include position titles, FTE for each position, and days worked for each position. If available, please provide resumes for proposed management staff.
5. It is in the District's interest that all employees have clear expectations as to the job they are performing (and to see that the job they are performing is in alignment with District service and quality expectations). Proposer must submit complete and detailed job descriptions for each position, performance standards and evaluation tool. Proposer must submit a full description of the training program provided for its drivers. Explain how new drivers are monitored and mentored.
6. Proposer shall provide maintenance personnel experienced and knowledgeable in the area of school bus maintenance. Maintenance personnel will be required to understand maintenance requirements

- and standards applicable to the Oregon Department of Education. Provide the qualification requirements for your maintenance staff.
7. Explain how your company will assure the District that substitute drivers will be available and prepared to perform reliably and safely.
 8. Provide a plan for supporting our non-English speaking families – We have a lot of Spanish speaking families
 9. Tell us about best practices used to communicate route information to schools and families. How do you handle route change requests?

D. QUALIFICATIONS OF MANAGEMENT

The District strongly believes that the individuals in management positions are critical to the provision of consistent and high-quality transportation services. We expect the Location Manager to be a visible and participating member of our community and to enhance the reputation of the District for sound management.

1. Describe your company's structure in terms of the decisions that are made at each level. What decisions can be made by your local manager, and which areas require approval from the central office of your organization? What are the timelines involved?
2. Identify the person who will be the proposed local manager and provide a resume.
3. In the event of an extended absence of your local manager, what backup will be provided? If an individual, give his or her name and include a resume.
4. Give examples of the documents that are submitted to your company by your local managers on a regular basis.
5. For key personnel providing support for the Location Manager, including those individuals in direct supervisory positions over the Location Manager, provide the following information:
 - a. Name and proposed position the person may be selected to fill
 - b. Tenure with your firm in years
 - c. Experience in related positions within your firm or with other firms in years
 - d. Current and two most recent previous positions, including the location/district of the position, the position's title, a description of responsibilities and authority, including the number of buses and/or drivers, and the dates between which the position was held.
 - e. Where is the direct supervisor for the Location Manager based and how often will they visit our site?
6. Provide the names and qualifications of those persons within your

company who would have immediate authority over the Location Manager and those persons who would play an advisory role to the Location Manager in the areas of a) operations, b) training and personnel, c) safety and d) maintenance.

E. QUALIFICATIONS OF DRIVERS

The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.

1. What programs do you use for enhancing employee morale and attitudes?
2. Outline the methods you use for recognizing employee service. Give specific examples.
3. Enclose a copy of the Proposer's drug policy, including procedures for mandatory testing, to be implemented in this District. Provide the name and address of the Proposer's Medical Review Officer (MRO). All of Newberg School District campuses are tobacco free (including e-cigarettes). Tell us how you maintain a positive image for your company and positive influence on our students by encouraging a tobacco free work place.
4. Within your organization, what percentage of your drivers has been with the company for five, ten, fifteen and twenty years?
5. Describe your process for the recruitment of drivers.
6. Define the methods you use to screen and select drivers from among the applicants. Include the criteria/standards you use, and the reasons that you might use to reject an applicant.
7. Describe your training program for driver applicants who have no experience driving school buses. Describe the program components and content of your training program and include an outline of the course of study.
8. Describe your in-service training and retraining program for drivers. Describe the program components and content of your training program and include an outline of the course of study. Define the amount of training provided to drivers in a twelve-month period.
9. Describe in detail your current driver motivation, evaluation (including evaluation tools) and discipline programs, including how you take into account safety, absences, tardiness, on-time route performance, tenure on the job, complaints, driving practices.
10. Describe how you monitor absence rates.
11. What are your policies for driver interaction with students? Parents? School staff?
12. Describe your experience and procedures for transporting students with disabilities.

13. Describe your experience and procedures for transporting students with chronic illnesses.

F. RESPONSIVENESS TO DISTRICT NEEDS

The company that provides supplemental transportation services will have adequate buses to guarantee service for all District student transportation needs.

1. How does your company monitor early and late arrivals at bus stops?
2. In the event that there is a temporary need for more than the number of buses specified in this solicitation, would you be able to respond? If so, where would the additional buses be obtained?
3. Provide information regarding strike provisions and past experience.
4. Consistency of drivers on home to school routes is important to the District. How do you handle trip assignments while minimizing impact on home to school routes?

G. SAFETY OF OPERATIONS

A critical aspect of any transportation program is the safety of students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicle, communication with the terminal, and high-quality maintenance of buses.

1. Provide information regarding your established, continuing safety program, describe the operation, contents, and requirements of the program.
2. Describe how your company meets Oregon's OSHA safety committee requirements including frequency, format and description of meetings.
3. Each Proposer shall demonstrate the effectiveness of its ongoing safety programs by submitting its workers' comp mod rate (if separate policies are in force, show the rate for the five comparable school districts listed).
4. Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.
5. Describe the preventive maintenance program for the vehicle fleets that your company manages. Include samples of records, checklists, and a description of how you ensure that each vehicle actually receives the required maintenance within the scheduled interval.
6. In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.
7. Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.
8. List other emergency instructions and how your company has handled these situations.

9. Describe your present procedures for inclement weather conditions.
10. Describe your experience and procedures for transporting students with disabilities.
11. Describe your training program for students.
12. How are bus routes and stops evaluated for safety? What are key risk factors that are considered?
13. Provide copies of training materials that are used for training drivers regarding students who require a wheelchair for mobility.
14. Provide copies of training materials that address child passenger safety restraints. What child passenger restraints do you most frequently use? Others that you occasionally use and why?

H. EVIDENCE OF POSITIVE PARENT, SCHOOL STAFF AND COMMUNITY RELATIONS

1. Give specific examples of the nature and frequency of presentations that you have made to school boards.
2. Give examples of three difficult situations faced in your current contracts that have risen to the level of school board concern and describe how you handled them.
3. Give examples of lesson plans and materials used in classroom presentations on bus safety and related matters.
4. Describe in detail your complaint management procedures. Include documentation and samples of forms used.
5. Describe how your company logs complaints and how the information is used. Include process and timeline for dealing with complaint.
6. Provide a detailed explanation of how discipline and management of students is handled, including a description of the roles of the driver, transportation supervisor, principal, classroom teacher and parent and students.
7. Describe in detail your proposed student discipline program.
8. Describe any procedures and policies used in dealing with parents and the public.
9. Describe the ways in which your company has been involved in the communities it serves.

I. EQUIPMENT USED

1. Provide a detailed schedule of the proposed bus fleet configuration.
2. Describe the communication system to be used on buses and its expected coverage area.
3. Describe how Proposer will assure bus communications will not be limited by the geographic terrain of the District.
4. Describe the major equipment that will be on site for maintenance and repair of buses.
5. History of break downs: Proposer shall furnish a recap, for the

previous twelve operating months, showing a history of equipment break downs or failures that occurred in at least one school district approximately the same size as the Newberg School District. Information should include the date breakdown occurred, part or equipment that failed, if breakdown resulted in late arrival to school or home and if so how late, and as a result of equipment breakdown or failure was a spare bus dispatched.

6. Describe your company's preventive maintenance program for your vehicles. Include a copy of your written maintenance program.

J. FACILITIES

Provide a detailed description of Proposer's planned maintenance, vehicle parking, bus storage, office, and drivers' training facilities. Included in this description shall be the overall size, number of maintenance/repair bays, of Proposer's school bus maintenance/parking facility.

K. ENVIRONMENTAL SUSTAINABILITY PROGRAM

Describe your company's efforts and commitments to environmentally sustainable practices.

L. INSURANCE DATA

1. Provide copies without omission or gaps of actual insurance policies' cover pages "or similar document" covering Workers' Compensation, commercial general liability, automobile liability, umbrella excess liability, additional insured working, and hold harmless wording.
2. Provide the names and addresses of the insurance companies, insuring your operation for: Commercial General Liability and Property Damage, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation.

M. DRIVER PERSONNEL

Contractor shall document its Employee Compensation Package, provide details regarding all benefits paid to employees or on behalf of employees, e.g. (401 k) Retirement Plan, Health Insurance, Vacation, Sick Leave, Family Leave, etc. and describe its ability to retain qualified employees.

E. ATTACHMENTS

A. Newberg School District Bus Referral Process

a. Bus Referrals:

- i. Bus driver writes bus referral, contacts parents/guardians, submits to bus barn
- ii. Bus barn emails to school
- iii. Admin follows up

1. Conversations
 2. Assigning seats-default to bus driver's assignment
 3. Cleaning busses
 4. Parent/Guardian communication
- iv. School emails copy back with notes from follow up
1. Privacy around referral and confidential information
- b. We want to make sure we document issues and interventions

B. [Newberg School District Bus Referral Form](#)

Newberg Public Schools
714 E. 6th St.
Newberg OR 97132
(503) 554-5000

BUS REFERRAL
Please Fax return referral to (503) 554-9098

First Student Inc.
1000 Commerce Pkwy
Newberg, OR 97132
(503) 538-8365

Student Name: _____

School: _____ Bus Route: _____ AM PM

Date of Incident: _____

Information Only _____

Drivers Name: _____

Faxed By: _____ Referral # 1 2 3 4

Conduct Report - Violation of Bus Rules

-
- Standing – Changing seats while bus in motion
- Failure to sit in seat properly
- Littering / Destruction of property
- Vulgarity or Inappropriate language
- Intimidation / Harassment / Bullying
- Eating / Drinking on the bus
- Loud yelling / Noises
- Failure to give correct name
- Drug or tobacco use
- Fighting / Pushing / Tripping
-
- Other: _____

***Please note: Any illegal behaviors may involve law enforcement.

DRIVERS REPORT

Parent Contacted: Date: _____ Time: _____ Name: _____ Phone: _____

ADMINISTRATOR'S REPORT

-
- Student has been counseled
- Seat assignment _____

Bus suspension _____

Pay restitution for damages

Parent conference requested

Other: _____
(Date able to ride)

Comments: _____

Administrators Signature: _____ Date: _____

Students Signature: _____ Date: _____