

# **West Point Consolidated School District**

## **Request for Bids**

### **STUDENT TRANSPORTATION SERVICES**

Notice is hereby given that the West Point Consolidated School District will receive sealed bids for a four (4) year contract for STUDENT TRANSPORTATION SERVICES.

Sealed bids will be received in their final form not later than:

**2:00 P.M., Tuesday, March 22, 2016**

**West Point Consolidated School District**

**429 Commerce Street**

**P.O. Box 656**

**West Point, MS 39773**

For further information, please contact:

**Tim Fowler, Assistant Superintendent for Operations**

**or Susan Cothren, Business Manager**

**West Point Consolidated School District**

**429 Commerce Street**

**P.O. Box 656**

**West Point, MS 39773**

Telephone Number (662) 494-4242

Fax Number (662) 494-8605

## TENTATIVE SCHEDULE

### Timetable

The Contractor shall have all buses, materials, and labor in place during July, 2016 for the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years.

Event:	Dates:
RFP Documents Released	February 16, 2016
Advertisement Begins	February 16, 2016
RFP Due-Date	March 22, 2016
RFP Evaluation	March 23 – April 1, 2016
Consideration for Board Approval	April Board Meeting
Implementation	July 2016

### Receipt of Written Bid Document

Each bidder shall be responsible for the delivery of one (1) original and three (3) copies of the bid to the West Point Consolidated School District (hereafter called *WPCSD*) Business Department, located at 429 Commerce Street, West Point, MS, on or before 2:00 P.M., on March 22, 2016. Contractors who do not submit their bids by this time and date will automatically be disqualified from the bid process.

All bids shall be typed. Bids shall be submitted in a sealed envelope clearly bearing on the outside the name of the Contractor, his/her address, "BID FOR STUDENT TRANSPORTATION SERVICES" and the date and time due.

All bid respondents will be responsible for the costs associated with the preparation of the requested bids, and the WPCSD will in NO way be held liable for these costs. The WPCSD is the sole judge of the value and merit of the bids and reserves the right to reject any or all bids.

### Contacts for the WPCSD

The WPCSD official contacts for all correspondence, inquiries, and submissions related to this RFP are Tim Fowler, Assistant Superintendent for Operations, or Susan Cothren, Business Manager. The telephone number for Mr. Fowler and Ms. Cothren is (662) 494-4242. The mailing address is: West Point Consolidated School District, P.O. Box 656., West Point, MS 39773 and the physical address is: 429 Commerce Street, West Point, MS 39773. Office hours are from 8:00 A.M. to 4:30 P.M., Monday through Friday.

## ARTICLE I: General Guidelines

### ARTICLE 1.1: Introduction

The West Point Consolidated School District is requesting bids for the provision of bus service herein described. The enclosed Specifications outline all the requirements and conditions for furnishing this service. Any aspects of the service not addressed by this Specification are left for the bidder to address. It is important for the bidder to state any assumptions on which its bid rests. The contract will be awarded to the best bidder as determined by the District. It is appropriate to emphasize that the lowest bidder may not be the best. The District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the bidder, the District will evaluate and score each bid in accordance with the categories presented below. The maximum point allowance for each category is indicated. Total possible points are 100.

Category	Points
Experience: (1) of bidder in school transportation in Mississippi (2) of bidder's staff and (3) between District and bidder, if applicable	10
Bidder's references in the State of Mississippi and the Southeast United States;	10
Expertise of personnel – supervisory, mechanical and drivers	10
Reliability: (1) of bidder's maintenance programs (2) of bidder's financial standing (3) of bidder's ability to handle additional customers, if applicable, and (4) insurance coverage and bonding	10
Operational Plan: (1) bidder's hiring and retention programs (2) bidder's driver & student safety programs and (3) bidder's routing plan and process	10
Bidder's price	50
TOTAL	100

The District reserves the right to consider all relevant and reasonable criteria in selecting the successful bidder, which may or may not be expressed in this Specification description.

### ARTICLE 1.2: Rejection of Bids

The District reserves the right to reject any and all bids based upon its sole discretion. Responsible contractors who meet the District's criteria are requested to submit a sealed bid for this work. The listed factors will be considered in any award of contract and all work will be performed under the statutes and regulations of the State of Mississippi, the Mississippi Department of Education and the District, which relate to school transportation and school bus drivers.

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

1.3.1: Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

1.3.2: Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee of the District, elective or appointive, in his efforts to propose, offer for sale, or to seek to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

## ARTICLE 2: Instructions

### ARTICLE 2.1: Invitation

One original and three copies of the bidder's sealed bid for the following work will be received by the West Point Consolidated School District, on or before 2:00 PM in the District's office located at 429 Commerce Street, West Point, Mississippi 39773, in the manner and on the date hereinafter specified for the furnishing of all drivers, equipment, services and necessary buses and related vehicles required to provide contract bus service to the District for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 school years including 43 buses traveling approximately 475,000 home-to-school miles annually as set forth in the Specification as described and approved by the District, and under the terms and conditions of this invitation.

### ARTICLE 2.2: Project Description

This bid consists of providing 43 district buses—forty one (41) regular education and two (2) special education daily home-to-school routes and one (1) daily mid-day route in order to transport students of the District to and from school.

The Contractor must also include a rate per mile for additional field and athletic trips in the bid.

It is the intent of the WPCSD to procure the services of an experienced Contractor who will perform four functions, as follows:

1. Provide school buses (for routes and spares) as required to supplement the fleet of safe, usable buses owned and operated by the WPCSD. The fleet currently consists of approximately 10 route buses. The WPCSD and

the Contractor will jointly decide how many and which of the buses owned by the WPCSD should remain in use beginning with the 2012-2013 school year and thereafter. As WPCSD school buses are retired from service due to safety and fiscal considerations, the Contractor shall provide comparable buses to replace retired buses so as to maintain essential transportation service.

**OF THE 10 BUSES:**

- 3—purchased in 2006
- 1—purchased in 2007
- 2—purchased in 2008
- 4—purchased in 2012
- 10—total fleet
- There are also twelve spare buses purchased in 2005 and earlier.

**All bids should include an explanation of the proposed leasing and replacement terms.**

2. Provide preventive maintenance and repairs, labor, and parts necessary to maintain in safe operating condition all buses leased to the Contractor and support vehicles (owned exclusively by the WPCSD). Maintain accurate service records for every bus provided by Contractor. Repair and maintenance currently is in-house. All bidders shall submit a **plan for maintenance and repair service and parts acquisition**. Actual procedures for providing parts shall be determined during contract negotiations with the Contractor. (Note: Fuel shall be provided by the WPCSD unless otherwise stipulated in the contract for all board-owned vehicles and leased buses.) **The bid should clearly state under what guidelines the contractor could provide fuel for the leased buses.**

3. Provide certified school bus operators and substitutes for the purpose of providing school bus service in the capacity as school bus operator for routes as determined by the Contractor.

4. Provide routing services for all public schools served by the WPCSD. Bids must include a description of the computerized routing services that will be provided. In the event that more efficient routing reduces the total number of required buses, the WPCSD and Contractor may renegotiate terms for future bus acquisitions as outlined in the original contract.

## GOALS

Desired goals to be achieved by the Contractor are as follow:

1. To provide the safest available buses for children attending schools in WPCSD.
2. To upgrade the aging fleet of buses owned and operated by the WPCSD.
3. To establish an affordable bus replacement cycle for future years.
4. To extend life expectancy of rolling stock through comprehensive inspections, preventive maintenance, and timely repairs.
5. To provide timely and accurate records and reports regarding costs for maintenance and repairs for each school bus.
6. To enhance efficiency and economy of transportation services by evaluating all school bus routes, school schedules, and driver assignments.
7. To recommend to the WPCSD additional improvements to the transportation system.

The Contractor selected as a result of the combined qualification and technical evaluation will be expected to agree to the following stipulations:

1. New (or used, but not more than five model years old) buses shall be provided by the Contractor in numbers sufficient to supplement the approved fleet of school buses owned by the WPCSD, in addition to comprehensive maintenance services for the buses provided under this contract. The Contractor shall provide evidence with the Statement of Bidder's Qualifications, and of ability to furnish substitute or replacement vehicles and personnel (if applicable).
2. Buses will be no older than 10 model years before being replaced by the Contractor.
3. Buses provided under this contract shall be equipped with automatic transmission, at least one plug-in power adaptor, two-way communication devices, digital video cameras (with sound) and GPS.
4. Buses provided under this contract shall be air conditioned.
5. Buses provided under this contract shall be equipped with strobe lights and fluorescent taping as required by the WPCSD.
6. Enough safety seats shall be provided by the Contractor to equip at least one bus for the transportation of pre-kindergarten students.

7. Should it become necessary for the Contractor to replace any vehicle, said vehicle must be replaced, at a minimum, with a vehicle that is similar in age, model, and condition of the unit replaced, but said replacement vehicle shall not be more than five (5) model years old and should be at a minimum the same passenger capacity as the vehicle being replaced. No vehicle may be replaced without the written authorization of the WPCSD.

8. To ensure compliance with these specifications, the WPCSD reserves the right to inspect vehicles owned by the Contractor at any time to ascertain condition. The WPCSD reserves the right to order the Contractor to discontinue use of a vehicle that does not meet reasonable standards for appearance and condition.

9. The Contractor shall provide oil, lubricants, tires, tubes, and the Contractor shall provide all other operating supplies and accessories necessary for proper and efficient use of the buses.

10. Maintenance and repair, including all labor and parts that may be required to keep the buses in safe operating condition, shall be provided by the Contractor, who shall warrant that all preparation and maintenance services performed during the term of this agreement are free from defects in workmanship. Parts installed by the Contractor shall meet OEM specifications.

11. Painting and lettering of the buses shall be in accordance with WPCSD and State of Mississippi specifications prior to the time the buses are placed in service.

12. Required road service shall be provided by the Contractor or by a sub-contractor selected and paid by the Contractor.

13. An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place in order to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining the records.

14. The Contractor shall be responsible for processing accident repairs, including appraisals, obtaining repair bids, transportation of vehicles to/from repair site, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices.

15. The Contractor shall not allow more buses down for repair at any one time than the number of spares available to cover routes and activity trips. The Contractor will be required to furnish buses at no cost to the WPCSD to cover routes if the above condition arises.

16. The Contractor shall provide 24-hour/7-day emergency response, tow service and outside repairs.

17. The Contractor shall provide a minimum of one mechanic at all times during route time and shall arrange for a minimum of one on-call mechanic after normal work hours, including weekends.

18. The Contractor shall provide white fleet vehicles for use by their staff.

19. The Contractor shall be responsible for and shall propose/retain Contractors for the disposal of all trash and other waste generated by said Contractor during the course of the contract and shall comply with all EPA and OSHA requirements.

20. The Contractor shall pay for the state motor vehicle license, personal property, ad valorem taxes and any other taxes required by law for the vehicles owned or leased by the Contractor.

21. The lease shall contain a non-appropriation clause whereby in the event the WPCSD fails to appropriate funds for the base payment during the estimated fiscal school year, the WPCSD shall not be obligated for said lease payment beyond the fiscal year in which funds were appropriated.

22. The Contractor shall provide performance guarantees (performance bond) for 10 percent of the proposed cost as outlined in Article 3.

23. The Contractor shall generate a monthly report that includes, but shall not be limited to, the following items:

- A. A list of vehicles not delivered for scheduled preventive maintenance
- B. Vehicle repair activity
- C. A status report on vehicles out of service for more than five workdays
- D. Number of work orders processed
- E. Summary of work orders with detailed cost figures for each vehicle repaired

24. The Contractor shall provide a consolidated monthly manager's report that shall include, but not be limited to, the following items:

- A. Failure and/or attainment in each performance area
- B. Cost for accidents and other items not included in target costs
- C. Discovery or indication of abuse by vehicle user
- D. Number of shop orders

- E. Number of service calls
- F. Number of vehicle PM services scheduled and completed
- G. Down time by category and for each individual vehicle
- H. Labor and parts cost per vehicle with cumulative totals per vehicle and for the fleet
- I. Failure of bus drivers to report obvious items for maintenance or repair
- J. Problems and accident summary

25. The Contractor shall review current bus routes and daily school schedules. Revisions to routes and daily schedules shall be recommended if deemed appropriate for efficiency and economy.

26. Final routes shall be published at the expense of the Contractor twice one week prior to school opening in the local newspapers, linked to each school's website, and by any other means that may be available. The Contractor shall provide the bus number and route sheet to the administrative office at each campus. A hotline shall be available at the Contractor's expense to answer questions about pick-up times and locations.

27. The Contractor shall provide drivers for all buses provided by Contractor as determined by the WPCSD.

28. The WPCSD wishes to establish a relationship with a single responsible entity for the services herein requested. Under this contract, the successful Contractor shall be the sole point of responsibility and shall be required to assume sole responsibility for all services under this contract.

29. The Contractor agrees to indemnify, hold harmless and defend the WPCSD, their Board of Education, and all administrators, employees, agents, or servants of either or the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.

30. The WPCSD reserves the right to negotiate final terms and conditions to be included in the contract document.

NOTE: The WPCSD is exempted from all state and local sales and use taxes.

### ARTICLE 2.3: Program Growth

The District will reserve the right to increase the number of buses over the life of the contract, based on the added buses traveling the same approximate mileage per bus as indicated in this Specification. The cost of the added buses, if needed, will be at the per diem cost approved in the contract. Should the program significantly change in scope then either party may request that appropriate pricing adjustments be considered.

### ARTICLE 2.4: Time and Date of Deadline

The bids will be received until 2:00 P.M., March 22, 2016. All bids must be received by the time and date designated in this document and none will be considered thereafter. The District will not assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.

### ARTICLE 2.5: Bid Availability

The bids will not be opened to the public nor be disclosed to unauthorized persons prior to award of the contract. However, after award of the contract, all bids shall be open to public inspection, subject to any continuing prohibition under disclosure of confidential data which is designated as such in a bid (consistent with state law and District policy).

### ARTICLE 2.6: Mailing Address

Bids must be mailed to P.O. Box 656, West Point, MS 39773 or delivered to 429 Commerce Street, West Point, MS 39773, in an envelope clearly marked "Bid for Student Transportation Services." Bids shall be submitted in a sealed envelope clearly bearing on the outside the name of the Contractor, his/her address, "BID FOR STUDENT TRANSPORTATION SERVICES" and the date and time due.

### ARTICLE 2.7: Specification Availability/Questions

Copies of the Specifications may be received at the address above between 8:00 AM and 4:30 PM, Monday through Friday, excepting holidays prior to the time and date specified or on the District's webpage ([www.westpoint.k12.ms.us](http://www.westpoint.k12.ms.us)). **All questions related to the specifications must be submitted in writing to Mr. Tim Fowler or Ms. Susan Cothren with return answers to be given in writing.**

## ARTICLE 3: Bonding and Bid Security

3.1: All bids shall be accompanied by a bid bond or irrevocable letter of credit of not less than 10% of the total amount of the annual proposed cost, pledging that the bidder will enter into a contract with the District on the terms stated in his bid. Should the bidder refuse to enter into a contract or fail to furnish required performance and payment bonds, the amount of the security shall be forfeited to the District as liquidated damages, not as a penalty.

3.2: The District will retain the bid security of bidders until either (a) the contract has been executed and performance bonds have been furnished, or (b) the specified time has elapsed so that the bids may be withdrawn, or (c) all bids have been rejected.

3.3: A 100 % performance bond may be required of the successful bidder. The decision to require a performance bond and the amount of the performance bond rests in the sole discretion of the District. The bidder shall submit a cost for a performance bond should the District require said bond. It shall be written on a form acceptable to the District and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current dated copy of his Power-of-Attorney. The date of the Power-of-Attorney shall not precede the date of the bonds. This performance bond may be waived by the District upon the completion of a satisfactory period of service by the successful bidder.

3.4: Unless otherwise specified, the bonds shall be written in a form acceptable to the District.

3.5: Time of Delivery of Bonds: If required, the bidder shall deliver the bonds to the District no later than the date of execution of the contract agreement.

#### ARTICLE 4: Contract

##### ARTICLE: 4.1: Period of Contract

The actual period of the contract will be for four (4) years, renewable for four (4) additional years at the option of both parties and subject to applicable statutes and regulations.

##### ARTICLE 4.2: Award of Contract

4.2.1: The issuance of an award of the contract is contingent upon securing an acceptable bid within the District's discretion.

4.2.2: The contract entered into will be evidence and finalized upon the execution by the District and approval of the District.

4.2.3: Unless otherwise provided in the specifications, the agreement to contract will be negotiated between the District and the successful bidder. All bidders shall submit a sample contract integrating the requirements specified herein as part of their bid. It shall be executed by the bidder as an offer to the District to contract on the terms specified therein.

#### ARTICLE 5: Bids

##### ARTICLE 5.1: Right to Reject

The District reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interests of the District may be

served including the right to award a contract without any further discussion or negotiation with anyone bidding on these services.

#### ARTICLE 5.2: Prices

5.2.1 All prices quoted by various vendors must be firm prices for a maximum period of ninety (90) days to allow acceptance by the District. If awarded the contract, the prices will then be firm during the time period indicated by the bidder.

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

5.2.3: It is the intent of the District to award the contract in due course and after a reasonable bid evaluation period to the best bidder considering all the requirements set out in the specifications.

#### ARTICLE 5.6: Submission of Bids

5.6.1: The bid, the bid security, and any support data required to be submitted with the bid shall be enclosed in the same envelope.

5.6.2: The cost bid shall be included in annual figures and included in the sealed envelope. A detailed schedule that replicates the current system and provides adequate explanation for computing the annual cost must also be included. Alternative pricing methods may be considered only if the bidder is considered responsive to pricing the required system.

5.6.3: The envelope containing the bid and cost bid shall be addressed to the party receiving the bids and shall be identified with the bidder's name and address, closing date, and hour upon receipt. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "BID ENCLOSED" on the face thereof.

5.6.4: Bids shall be deposited at the designated location prior to the time and date for receipt of bids.

5.6.5: Bids received after the closing time and date for receipt of bids will not be considered.

5.6.6: Bidders shall assume full responsibility for timely delivery at the location designated for receipt of bids.

5.6.7: Oral, telephonic or telegraphic bids are INVALID and will not receive consideration.

## ARTICLE 5.8: Bidder's Representative

Each bidder by making his bid represents that:

5.8.1: He/she has read and understands the specification documents and his bid is made in accordance therewith.

5.8.2: He/she has visited the District and has familiarized himself with the local conditions under which the work is to be performed.

5.8.3: His/her price bid is based upon personnel and equipment described in the specification and in accordance with all specification conditions and terms without exception.

5.8.4: If a contractor's bid is based on any assumptions not stated in the specifications, such assumptions must be stated in the bid.

## ARTICLE 5.9: Qualifications of Bidders

5.9.1: Each bidder shall submit as part of the bid a statement of bidder's qualifications. The District shall have the right to take such steps as he/she deems necessary to determine the ability of the bidder to perform the work in a prompt and efficient manner per the Specification. This section of the bid must include any districts for which conversion has been done by the contractor during the last five years. It must also include the number of buses and the home to school mile totals for each of those districts.

5.9.2: In determining the qualifications and responsibilities of the bidder, the District shall take into consideration those criteria listed in Section 1.1.

5.9.3: The right is reserved to reject any bid where an investigation and evaluation of the bidder's qualifications would give doubt that the bidder could perform prompt and efficient completion of the work per the contract.

## ARTICLE 5.10: Discussion of Bids

5.10.1: The District may or may not conduct negotiations of technical aspects of the bids and/or prices after reviewing all bids submitted. These negotiations will involve only vendors who submit bids, which fall within the competitive range.

Bids will be graded in the following manner:

A. Quality of Response to Request for Bids.

B. Capability of bidder to supply services as demonstrated in the Request for Bids, including those criteria listed in Section 1.1.

C. Price.

5.10.2: Bids categorized as unacceptable may be returned to the offeror and said offeror will not be allowed to submit supplemental information amending the bid.

## ARTICLE 6: Bid Consideration

### ARTICLE 6.1: Bid Review and Negotiations

6.1.1: Post bid negotiations may be conducted jointly with representatives of the District and bidder's representative.

6.1.2: The bidder's representative shall be qualified for answering and giving administrative and technical clarifications relative to the bid.

### ARTICLE 6.2: Rejection of Bids and Waiver of Technicalities or Informalities

6.2.1: The right to reject any and all bids and to waive technicalities and minor irregularities in bids shall be maintained and preserved by the District.

6.2.2: Grounds for the rejection of bids include, but shall not be limited to:

- (a) Failure of a bid to conform to the essential requirements of the Specification.
- (b) Submitting a bid that does not conform to the specifications contained or referenced in the specification.
- (c) Submitting a bid which fails to conform to the delivery or completion established in the specification.
- (d) Submitting a bid imposing conditions which would significantly modify the terms and conditions of the specification, or significantly limit the bidder's liability to the District on the contract awarded on the basis of such specification.
- (e) Submitting a bid determined by the District in writing to be unreasonable as to price.
- (f) Bids received from bidders determined not to be responsible bidders.
- (g) Failure to furnish a bid guarantee when required by the specification.

6.2.3: Technicalities or minor irregularities in bids which may be waived when the District determines that it will be in the District's best interest to do so, are mere matters of form not affecting the material substance of bid or some immaterial deviation from or variation in the precise requirements of the specification and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other bidders. The District may either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his bid, or waive such deficiency where it is advantageous to the District to do so. The District

reserves the right to reject the bids if it is deemed the acceptance of the bid would not be in the best interest of the district financially.

#### ARTICLE 6.3: Interpretation or Correction of Bids

6.3.1: Bidders shall promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of the specification or of the local conditions.

6.3.2: Bidders desiring clarification or interpretation of the specification shall make a written request to the District at least five (5) day(s) prior to the closing date for receipt of bids.

6.3.3: Any interpretation, correction or change to the specification will be made by addendum, issued by the District. Interpretations, corrections or changes in the specification made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections and changes.

#### ARTICLE 6.4: Treatment of Bids

6.4.1: A contract may be awarded on the bids as submitted or the District may elect to negotiate as to technical performance or price, or both, with bidders whose bid falls in the competitive range as defined in the specification.

#### ARTICLE 6.5: Modification or Withdrawal of Bid

6.5.1: A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids.

6.5.2: Prior to the closing time and date designated for the receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the closing time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or by e-mail and be received by the District prior to the official closing time and date for receipt of bids.

6.5.3: Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original bid invalid.

6.5.4: Withdrawn bids may be resubmitted up to the closing time designated for the receipt of the bids provided that they are then fully in conformance with these instructions to bidders.

#### ARTICLE 6.7: Confidential Data

6.7.1: Prospective vendors may designate those portions of the initial bid which contain trade secrets or other proprietary data which is to remain confidential.

6.7.2: If the District does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the bid will be disclosed and that, unless the offeror protests the determination of the District or unless the offeror withdraws his bid, the portions of the bid so determined to be non-confidential will not be treated as confidential.

## ARTICLE 7: Pricing

### ARTICLE 7.1 Pricing

7.1.1: The bidder shall submit with his/her bid the annual cost figure for the transportation described herein, replicating, as nearly as possible, the current system and detailed support of the calculations satisfactory to the District.

7.1.2: The annual price shall include all labor, materials, equipment, necessary buses, supplies, overhead and profit, and all other related costs.

7.1.3: The annual cost figure shall include all regular routes as provided, all mid-day routes, and an estimated budget (rate per mile) for extra-curricular and athletic trips. Annual cost figures for each year of the four (4) year term following service segments shall be submitted:

- a. Home-to-school transportation for 180 days of operation (not to include days on which school is cancelled for emergencies or inclement weather) for forty one (41) regular education and two (2) special education routes for A.M. and P.M. operation.
- b. A rate per mile for athletic and activity transportation. Also include the per unit hourly extra trip rate for which such trips will be billed. All cost figures shall include all fuel costs, matching taxes, labor costs, maintenance and repair costs.
- c. Annual costs in each year quoted shall include the provision of Company owned buses, the number of which shall be specified by the bidder.

Bidder must include an explicit statement that the quoted costs include fuel costs or any conditions related to fuel cost.

7.1.4: The District reserves the right, prior to an award of contract, to evaluate the segment prices (i.e., regular route cost, extra trip cost) and negotiate and/or reject any unit price that is determined by the District to be unreasonable in amount.

7.1.5: The District reserves the right to correct mathematical errors in extensions and additions by the bidder. The District's corrected bid sum total shall take preference over the bidders computed bid sum total.

## ARTICLE 8: Equipment and Personnel

### ARTICLE 8.1: Bus Listing

The bidder shall submit a proposed list of buses (Bidder owned) to be used on the contract based upon the specified replacement schedule. Bidder shall also submit the price at which it would bid at auction for the purchase of the District's existing fleet. All buses must meet Mississippi specifications. Bidder shall state the terms upon which the District may repurchase or lease the equipment used by the company in the district for the purpose of operating its own system at the expiration or termination of the contract. Vehicles shall be no older than ten years old.

### ARTICLE 8.2: Drivers

8.2.1: The bidder shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Mississippi law and regulations, and how he proposes to supply these drivers, assuming existing drivers will or will not be available. The successful bidder will be required to offer employment to the qualified existing driving staff employed by the present contractor, provided that they meet insurability requirements, current state law, and the contractor's established standards. It is understood that the successful bidder will provide to the transportation employees a wages and benefits package that is not less than substantially equivalent to what they are currently receiving from the present contractor.

8.2.2: Drivers shall be carefully chosen based upon their driving skill and character. At the minimum all drivers must also be pre-screened. Bidders shall supply a description of their hiring process and selection criteria. Each prospective applicant must have his or her traffic records researched prior to hire. In addition, each driver must undergo a pre-employment drug screening test and criminal background check conducted in accordance with all applicable federal, State of Mississippi, or local laws and regulations. Drivers must also be randomly drug tested and drug tested for cause during employment.

8.2.3: Monitors for special education buses shall also be carefully chosen based upon their character and ability to handle behaviorally and mentally handicapped persons. At the minimum all monitors must also be pre-screened. Each prospective applicant must undergo a criminal background check conducted in accordance with all applicable federal, State of Mississippi, or local laws and regulations. Bidders shall supply a description of their hiring process and selection criteria.

### ARTICLE 8.3: Failure to Furnish Article 8 Information

The District reserves the right to reject the bid of any bidder who fails to furnish the above information as required under Articles 8.1 and 8.2.

## ARTICLE 8.4: Substitutions

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

- (a) Failure to meet specifications.
- (b) Failure of a driver to pass physical examination or meet statutory or regulatory requirements.
- (c) Failure of the supplier to meet delivery schedule or other conditions of the contract.

8.4.2: Each bid shall address the provision for substitute buses (in the amount of 10% of the fleet) needed for performance under the terms of this contract.

## ARTICLE 9: Employee Benefits and Deductions

### ARTICLE 9.1: Deduction for Taxes

The contractor will be required to accept liability for payment of all applicable payroll taxes or deductions required by local and federal law, social security, Medicare, and unemployment.

### ARTICLE 9.2: Worker's Compensation Insurance

Worker's Compensation Insurance and employer's liability insurance shall be carried to the full amount as required by law.

### ARTICLE 9.3: Health Insurance

The contractor will pay one hundred percent (100%) of the premium relating to the employee only coverage of health insurance for employees considered grand fathered legacy employees of WPCSD and currently employed with the present contractor. Any breaks in service will forfeit this agreement. The employee will be responsible for all costs relating to dependent care coverage.

## ARTICLE 10: Equal Employment and Non-Discrimination

### ARTICLE 10.1: General Policy

10.1.1: The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

10.1.2: The contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

10.1.3: The contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

10.1.4: The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons.

## ARTICLE 11: Operational Requirements

### ARTICLE 11.1: Fleet Maintenance

11.1.1: The bidder shall maintain all equipment in first class condition.

11.1.2: The District reserves the right to inspect any and all buses at any time for purposes of assuring the successful bidder's compliance.

11.1.3: Proper maintenance of all equipment is of the utmost importance to the District, therefore the following additional minimum requirements must be met:

(A) The bidder must have a maintenance system with preventative maintenance scheduling and inspections.

(B) The bidder must be able to supply the District with monthly maintenance reports summarizing all repairs, parts and responsible mechanics.

(C) The maintenance system must include a comprehensive preventative maintenance scheduling program.

11.1.4: The bidder must also supply the District with a list of the experience of all local mechanics, and maintenance supervisors currently under the bidder's employment.

11.1.5: Every bidder must list its experience with Mississippi inspections.

11.1.6: Bidder shall describe its mechanic certification process and requirements, if any.

## ARTICLE 11.2: Routing

11.2.1: All routing shall be the responsibility of the bidder and is subject to the approval of the District.

11.2.2: All pick-up and drop-offs shall be subject to District approval.

11.2.3: No student shall be picked up before 6:30 A.M. and shall arrive at school no later than fifteen (15) minutes prior to the start of the instructional day.

11.2.4: The bidder shall be responsible for notifying each passenger of his/her pick-up time at the beginning of school and in the event of a major change in a bus route.

11.2.5: The bidder shall be required to respond to all public inquiries and handle all daily transportation concerns. A full-time supervisor and necessary support staff shall be required for on-site management.

11.2.6: Bidder shall submit a staffing plan sufficient to meet the obligations in the RFP.

## ARTICLE 11.3: Driver Training

11.3.1: The District will require that minimum training of new drivers meet applicable federal and state laws and regulations. Bidders program will be evaluated consistent with the provisions of Article 1.1.

11.3.2: Bidder shall have established several in-service programs addressing specific transportation topics including, but not limited to:

- (A) Proper backing procedures,
- (B) Railroad crossing safety,
- (C) Seasonal weather conditions,
- (D) Behavior based accident prevention.
- (E) Loading and unloading procedures.
- (F) Evacuation procedures.

11.3.3: Bidders shall describe their accident prevention and awareness program.

## ARTICLE 12: Personnel

### ARTICLE 12.1.1: Bus Monitors

12.1.1: Each prospective special education bus monitor applicant must have his or her criminal records researched, and the provision of a drug screen will be preferred by the District.

12.1.2: The District will require training with a Behavior Management course.

12.1.3: Bidder shall also offer a Crisis Prevention skills development course (outline required).

12.1.4: Bidder shall provide an overall description of the bidder's training process.

### ARTICLE 12.2: Driver Compensation

12.2.1: Bidder should describe in detail their proposed compensation plan for the drivers currently employed by the present contractor. Bidder shall detail exactly its plan for the drivers currently employed by the present contractor and its proposed compensation and benefit package for the existing drivers.

12.2.2: Bidder shall submit a step schedule indicating the hourly wage and number of drivers to be paid at each step.

## ARTICLE 13: Insurance

Bidder must provide proof of \$5,000,000.00 auto and general liability insurance naming the District as an additional insured. The bidder shall also hold the District harmless for liability incurred in the performance of the contract.

## ARTICLE 14: Physical Plant

Bidder shall state whether they intend to lease the existing facility owned and operated by the District. If Bidder intends to lease the current District facility, then the proposed conditions of such a lease must be provided. If the facility is leased, the contractor must work cooperatively with the District on energy use or include the cost of energy in the lease agreement.

## ARTICLE 15: Customer Relations

### ARTICLE 15.1: Current Customers:

Bidders shall supply a list of five (5) references and contracts held describing their experience in transporting physically challenged and typically developing school-age children. Names, addresses and phone numbers of the references must be included.

## Fleet Listing as of 2/1/16

<i>Bus No.</i>	<i>Year</i>	<i>(a) Make</i>	<i>No. Passn.</i>	<i>(b) Engine</i>	<i>Mileage</i>	<i>(c) Brakes</i>	<i>Lift(Y/N)</i>
992	1999	International/ Bluebird	72	Diesel	89,088	Hydraulic	N
993	1999	International/ Bluebird	72	Diesel	90,745	Hydraulic	N
024	2002	Freightliner/ Thomas	72	Diesel	99,247	Air	N
025	2002	Freightliner/ Thomas	72	Diesel	157,484	Air	N
03-01	2003	International	65	Diesel	40,150	Hydraulic	N
040	2004	Freightliner/ Thomas	32	Diesel	126,631	Hydraulic	Y
04-06	2004	International	72	Diesel	118,013	Hydraulic	N
04-07	2004	International	72	Diesel	172,991	Hydraulic	N
04-08	2004	International	72	Diesel	61,193	Hydraulic	N
050	2005	Freightliner/ Thomas	72	Diesel	76,194	Air	N
051	2005	Freightliner/ Thomas	72	Diesel	37,659	Air	N
052	2005	Freightliner/ Thomas	72	Diesel	76,829	Air	N
060	2006	Freightliner/ Thomas	72	Diesel	111,232	Air	N
061	2006	Freightliner/ Thomas	72	Diesel	64,152	Air	N
062	2006	Freightliner/ Thomas	72	Diesel	74,662	Air	N
070	2007	Freightliner/ Thomas	17	Diesel	101,314	Air	Y
009	2008	International	72	Diesel	128,930	Hydraulic	N
010	2008	International	72	Diesel	120,893	Hydraulic	N
011	2012	International	72	Diesel	64,097	Hydraulic	N
012	2012	International	72	Diesel	71,980	Hydraulic	N
013	2012	International	72	Diesel	38,803	Hydraulic	N
014	2012	International	72	Diesel	71,980	Hydraulic	N

*(a) - Identify as Ford, Blue Bird, Etc. (b) - Diesel, Gas or Propane (c) - Air or Hydraulic*