

WINDHAM SCHOOL DISTRICT
SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

Windham School District (hereafter the “District”) is soliciting proposals from student transportation contractors (hereafter the “Carrier”) to provide daily home-to-school and school-to-home bus transportation, bussing for school field trips, transportation for athletics and extracurricular activities.

The District will receive sealed proposals for School Bus Transportation Services in accordance with the specifications, terms and conditions.

The submission of a proposal shall be conclusive evidence that the Proposer has read and understands the information contained in the specifications.

The RFP for the School Bus Transportation Services is located at www.sau95.org or call 603-845-1550.

Proposal submitted by fax or electronic mail will not be considered.

All proposals must be typed. Handwritten proposals will not be considered.

A Mandatory Pre-proposal Meeting will be held at the above address on October 3, 2017 at 2:00 PM. Attendance at the pre-proposal meeting is required in order to submit a proposal. **Proposals will not be accepted from Carrier’s who do not attend this meeting.**

Proposals must be received no later than October 10, 2017 at 2:00 PM.

Proposal will be opened publicly. There will be no award made at the time of opening.

Copies of the school bus routes are located at www.sau95.org

Three (3) copies and one (1) signed of the proposal must be submitted in a sealed envelope, plainly marked:

“School Transportation Services”
Attention: Superintendent of Schools
WINDHAM SCHOOL DISTRICT
SAU 95
19 Haverhill Road
Windham, NH 03087

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TERM OF CONTRACT

- 1) The initial term of the contract for services will be three (3) years, commencing with the opening of the 2018-2019 school year on July 1, 2018. The contract may be extended for up to two (2) one (1) year terms at the District's discretion.

GENERAL CONDITIONS

- 1) The District reserves the right to reject any or all bids, wholly or in part, to waive any informality therein and, while cost will be an important factor, the district expressly reserves the right to accept any bid even though it may not be the lowest bid, and to make award which in its sole and absolute judgment and discretion will best serve the District's interest.
- 2) The District may make such investigation as deemed necessary to determine the ability of the Proposer to discharge his contract. The Proposer shall furnish the District with all such information and data as may be required for this purpose. The District reserves the right to reject any Proposal if the Proposer fails to satisfactorily convince The District that he/she is properly qualified by experience and/or does not have the facilities to carry out the work called for herein.
- 3) All bids must be submitted on the forms provided and conform to all conditions contained therein. Failure to comply may result in the rejection of a bid by the District.
- 4) Proposers **MAY NOT** withdraw their proposal for a period of forty-five (45) days from the date of proposal opening.
- 5) The District is requesting proposals for both Diesel and Alternative fuels. Proposals for Diesel must be shown on Schedule "A" and Alternative fuel on Schedule "B".
- 6) The District is in the process of renovating and upgrading their schools with a planned completion of two (2) years. The grade configuration will change, but it is anticipated the current bus count will stay the same. Information on the renovation project and restructuring of grades can be found at www.sau95.org
- 7) The District reserves the right to cancel or alter this service because of enrollment changes, budget consideration, incompatibility of students and/or drivers and/or aides, or unforeseen circumstances which require a change.

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- 8) The successful Carrier shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Worker's Compensation Insurance in the amounts outlined in the proposal specifications. Copies of insurance certificates shall be required at the beginning of each school year. The Carrier shall carry insurance under which the District shall be named as an addition insured for the duration of the contract.
- 9) All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and the District will in **NO** way be held liable for these costs.
- 10) The Carrier agrees to indemnify, hold harmless and defend the District, their School Board, and all administrators, employees, or agents 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.
- 11) The contract shall include a non-appropriation clause which states, "In the event that sufficient funds are not appropriated for student and / or school transportation services during the ensuing fiscal year as determined by a vote of the governing body of the district, the District may terminate this agreement by written notice within thirty (30) days of adoption of the district budget for the fiscal year in question, and the agreement shall be terminated effective immediately."
- 12) During the term of the contract there may be situations when adjustments may need to be made to the existing contract. Examples: Extracurricular change, change in program, population shift, redistricting, financial conditions, late runs, activity bus, etc. It is agreed that the District may delete, add or change portions of the transportation system if financial conditions warrant the change.
- 13) The District reserves the right, at any time during the term of the contract, and after consultation with the Carrier, to cancel said contract when the terms of the contract have been violated or the vehicles provided by the Carrier are being operated in a condition or manner which imperils the safety of the passengers. The District shall have the right to declare the Carrier in default if (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Carrier; or (d) the Carrier is unable to provide evidence of required insurance coverage as set forth below. If the Carrier is declared in default for any reason, the District shall have the right to terminate the contract. In the event of a contractual termination, the District reserves the right to employ another carrier to complete the term of this agreement. The original Carrier shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the Carrier will be required to indemnify the District for any loss that may be sustained.

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- 14) The Carrier shall procure and maintain all applicable permits, licenses, and approval necessary for the performance of services under the contract at Carrier's expense. The Carrier assumes responsibility for any changes in State and Federal laws concerning school transportation which may occur during the life of the contract.
- 15) The Carrier and their subcontractors, as required by law, shall not discriminate against any employee or applicant for employment with them with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.
- 16) All proposals for school bus transportation should be based on a one hundred eighty (180) day school year schedule. There will be no surcharges related to make up days for no school days.
- 17) In the event of a strike or any other reason causing the interruption of services or operations, the District has the right after notification in writing to secure such other transportation as may be necessary and charge the cost of same to the account of the Carrier. If other transportation is not secured, deduction will be made from the monthly payment to the Carrier for each day of service not rendered. These deductions will be based on 180 operating days.
- 18) The District shall pay the Carrier the annual contract sum in ten (10) equal monthly installments commencing on September 15th of each school year. The District shall pay the Carrier for field trips, athletic trips and extracurricular activities on a monthly basis based on the Carrier's submission of an invoice for the previous month's services.
- 19) The District has in place an Anti-Bullying and Anti-Cyberbullying policy. The Carrier agrees that they will enter into a contract that will certify that each of its employees, who will have contact with pupils of the District, has read and understands the policy. The Carrier and each of its employees who contact with pupils shall participate in training on the District's policy prior to the initiation of service at a date and time to be set by the District. Any wages and expense reimbursement due to the Carrier's employees for their participation in the training shall be the Carrier's sole financial responsibility. The Carrier will also be required to certify that each of its employees will be instructed as to their duty to report any suspected incidents of bullying or cyberbullying and to whom in the District they would make such report. Finally, the Carrier will be required to acknowledge that its failure to follow the District's Policy as it applies to employees under contract with the District shall constitute grounds for terminating the contract.

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- 20) The District has in place a Safe School Zones Act reporting policy. The Carrier certifies that each of its employees who will have contract with pupils of the District has read and understands their reporting duties under the policy. Violations of the Safe School Zones Act shall be promptly reported to the District in accord with the policy and NH RSA 193-D.
- 21) The Carrier shall certify that each of its employees who will have contact with pupils of the District has read and understands their statutory reporting duties under RSA 169-C:29.
- 22) The Carrier agrees that during the term of the contract or any contract extensions to work under the direction of the Superintendent or his/her designee. The Carrier will be solely responsible for the safety, welfare, conduct, control and census of students being transported.
- 23) The Superintendent or his/her designee may ride any route at any time without prior notice. It is understood that such an individual shall not in any way interfere with the driver's safe operation of the vehicle or ask for changes be made while on route. Results of such ride observations shall be made known to the Carrier in writing via the Superintendent.
- 24) The contract documents shall consist of the RFP "School Bus Transportation", all documents submitted by the Carrier in satisfying this Request, and a signed contractual agreement executed in a form approved by the District.

CARRIER REQUIREMENTS

- 1) The Carrier shall have buses and drivers available on one (1) hours' notice for early closing of one (1) or more schools in emergencies and upon one (1) days' notice for early closing of school for scheduled all staff workshops, in-service meetings, parent conferences, or other activities.
- 2) The Carrier shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers and this terminal shall be located within the District borders or one of the bordering towns with the District approval. The maintenance facility shall comply with all EPA, local, state and federal regulations. Within 30 calendar days of receiving a written notice of contract award, the Carrier shall provide either evidence of ownership of a transportation terminal, or a letter of intent to lease a facility from the owner for the initial term of the contract with the District. Within forty-five (45) calendar days of the written notice of contract award, the Carrier shall provide a signed lease for a transportation terminal with the owner for the term of the contract with the District. The District will consider location changes during the term of the contract so long as the Carrier can guarantee no disruption to service from the change. **Currently the Carrier's buses are parked at the District office; this will no longer be possible due to parking restraints.**

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- 3) The Carrier will appoint as his/her representative a qualified supervisor who will have general and overall supervision of the terminal. Said person is not to be a regularly scheduled bus driver and he/she must be available to the District or its representative at all times during school hours and during the hours school bus transportation for each school day for the school year.
- 4) The Carrier agrees to conduct bus evacuation drills for all students twice per school year. Such drills shall be scheduled with each individual school and be conducted at times which will not conflict with regular route operations. The Carrier shall provide all drivers with specific training in bus evacuation procedures. Rear door evacuation drills shall be performed at the elementary level during the September/October schedule each year. Front door evacuation drills shall be performed at the elementary level during the April/May schedule each year.
- 5) The Carrier shall provide a wage and benefit package that will be sufficiently competitive to enable the Carrier to meet the terms of the contract for providing services. The package must support the Carrier in attracting and retaining qualified staff.
- 6) The Carrier shall supply the District with student counts no later than the fifth (5th) of each month starting in October and ending in June of each school year.
- 7) The Carrier will update the route sheets three (3) times a year in October, January and April. This will be completed and submitted to the District by the fifteenth (15th) of each month.
- 8) The Carrier shall maintain a sufficient number of spare vehicles, for each vehicle type; to provide service to the District should a vehicle be removed from service for any reason. The spare vehicles shall be maintained by the Carrier at no incremental cost to the District. At a minimum the Carrier must have at least one spare vehicle for every ten (10) vehicles, or portion thereof, by vehicle capacity. For example, if there are seven (7) 71 passenger buses, the Carrier would be required to have at least one (1) spare 71 – passenger bus. If there were four (4) 35 passenger buses, there would be a requirement for one (1) spare 35 passenger bus. The Carrier does have the right to utilize larger buses to meet the operating needs of smaller capacity buses for the purposes of spare vehicle coverage. For example, an 83 passenger bus can meet the spare requirements for a 71 passenger. Currently there are four (4) spare HTS buses (three (3) seventy-seven (77) passenger buses and one (1) thirty-five passenger bus). The HTS buses average seventy (70) miles per day.

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- 9) The Carrier will be required to provide up to four (4) daily full size buses for athletic use during the PM route times with at least two (2) of the full sized buses equipped with undercarriage storage. Prices are also being requested for utilizing Type II buses for some athletic events where team size allows the use of smaller vehicle. Athletic buses cannot be used as spare buses for the PM run times.
- 10) If the District requests additional time frames or transportation services for additional schools that the Carrier cannot accommodate, the Carrier and the District shall evaluate and work together to implement the most cost effective solution to meet the desired transportation needs, including outsourcing to other vendors. The District reserves the right to modify the length of day for any buses including changing start and end times of the school day at one or more of the District's schools.
- 11) The District at its discretion may require the Carrier at its sole expense to provide a performance bond in the total estimated amount of the annual contract before the start of each school year. The Carrier shall procure and maintain in force a performance bond if the District requires it from an insurance or surety company licensed to do business in the State of New Hampshire for the District conditioned upon the faithful performance of the terms of the contract, in the amount equal to twenty-five (25) percent of the estimated first year contract and twenty-five (25) percent for each succeeding year of the contract.
- 12) The Carrier shall provide hardware and software to implement a computer routing software. The routing software will also be capable of reporting to the District the names, addresses and grade level of riders.
- 13) Route sheets will be reviewed prior to August first with the District for new students and changes. The Carrier will be required to post routes at least three (3) weeks prior to the start of school in a local newspaper of the District's choice. The Carrier shall provide to the District at the same time detailed route sheets formatted in such a way as to be easily posted on the District's website.

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INSURANCE

- 1) Certificates of any and all insurance shall be filed with the District prior to August 20th of each school year and the adequacy of such insurance shall be subject to approval by the District. Any and all such insurance shall have a minimum liability coverage as follows:

General Liability

Each occurrence: \$5,000,000
Damage to rented premises (each occurrence): \$100,000
Medical Expenses (any one person) \$50,000
Personal and Advertising Injury: \$1,000,000
General Aggregate: \$10,000,000

Automobile Liability

Combined Single Limit (each accident): \$5,000,000

Workers' Compensation

WC Statutory Limits

Employers Liability

Each accident: \$5,000,000
Disease each employee: \$5,000,000
Disease policy limit: \$5,000,000

Sexual Misconduct and Molestation

Insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the SAU, Districts, and any public officials, agents, or employees. This can be either a separate policy or as an endorsement to the General Liability Policy. If endorsed on the General Liability Policy, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

Limits may be provided as direct/per occurrence limits or as a combination of per occurrence and umbrella. The Carrier shall be responsible to ensure that all insurance limits at all times must meet or exceed those required by the State of New Hampshire, Department of Transportation.

The Carrier must ensure the District is an additional insured on the general liability insurance.

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TERMINATION

- 1) The District reserves the right to terminate the Contract whenever it deems the Carrier's performance unsatisfactory or if circumstances arise making the transportation of students unnecessary. If circumstances arise making the transportation of students unnecessary, the District shall provide the Carrier with written notice that the Contract will terminate for this reason fourteen (14) calendar days after the Carrier receives said written notice. The district shall be relieved of its obligation to pay the carrier for any services after the date of termination.
- 2) In cases where the District deems the Carrier's performance unsatisfactory, the District shall provide written notice to the Carrier of the deficiencies. Carrier will have fourteen (14) calendar days from receipt of such notification to correct those deficiencies to the satisfaction of the District, or the District may send additional written notification to the Carrier that the Contract will terminate fourteen (14) calendar days after the Carrier receipt of the second written notice.
- 3) If this termination of the contract results in the necessity to bid or otherwise negotiate a new contract for transportation service with another transportation contractor, the Carrier will be responsible for indemnifying the District for any and all costs, damages or expenses incurred in obtaining a new contract including but not limited to obtaining service for the remaining term of the contract.
- 4) The District shall also have the right to declare the Carrier in default and terminate the contract if: (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition in bankruptcy is filed by or against the Carrier.
- 5) Any termination of the contract by the District shall be without cost or penalty to the District. The District shall be liable to pay the Carrier only such amounts as are due as of the date of termination.

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NON-PERFORMANCE LIQUIDATED DAMAGES (NOT A PENALTY)

The District will include non-performance liquidated damages (not a penalty) in the event that financial remedies are needed to ensure a high-quality transportation service. The parties recognize the expense and difficulties in proving the actual loss suffered by the District for the Carrier's non-performance. Accordingly, instead of requiring any such proof, the District and the Carrier agree that as liquidated damages (but not a penalty) the Carrier shall pay the District the amounts set forth in this section for non-performance.

The Carrier and the District shall have a grace period of three (3) weeks from the start of school to work out route deficiencies due to unexpected, overcrowded or underutilized buses. The Carrier and District shall have time to combine, separate, or change routes due to inadequate time factors. In view of the difficulty the District shall suffer by reason of defaults on part of the Carrier, the following sums are hereby agreed upon and shall be deemed liquidated damages (not a penalty) for breach of the contract.

- 1) If at any time the Carrier does not provide the number of required buses, drivers, or monitors necessary to meet the requirement for transportation services as required under the contract, the District may deduct any payment for the vehicle that is not in compliance/not provided and assess the Carrier \$100 in liquidated damages per occurrence. Should the Carrier fail to comply with any provision of the contract, the District may after three days after written notice of said non-compliance is delivered to the Carrier, if the non-compliance persists, deduct from future payments that are made to the Carrier liquidated damages in the amount of \$100 per occurrence (each occurrence on each bus/bus route/or each bus driver shall be each day a separate occurrence for each day the occurrence persists after three days' notice.)

INDEMNITY

- 1) The Carrier shall indemnify, defend and hold the District, the School Board, the Superintendent and their respective officials, agents and employees harmless from any and all claims, demands, actions and causes of action, damages, costs, loss of service, expenses (including legal expenses), and compensation, including but not limited to any and all claims for negligence, intentional conduct, personal injury or death and property damage which may, in any way, arise from or out of the operation of Carrier pursuant to the terms of the contract, whether such operations be performed by the Carrier itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of the contract.

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EQUIPMENT REQUIREMENTS

- 1) The Carrier shall provide up to twenty-six (26) buses with the following maximum student capacity:
 - a) 3 – 35 Passenger
 - b) 21 – 77 Passenger
 - c) 2 CTE buses – 77 Passenger

- 2) The number of buses set forth in Paragraph one (1) is based on the current routes and students.

- 3) On or before July 1st of each school year the Carrier shall provide the District with a list, to include the identification number, year, capacity, chassis and body, of all vehicles to be used to transport students under the contract.

- 4) The District requires that the average age of the buses serving the District by the Carrier shall not exceed five and one-half (5 1/2) years, and in no case will an individual vehicle providing services to the District exceed ten (10) years of age. Failure to maintain the stipulated age requirements during the Contract term shall be considered grounds for default as defined under this document. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2004 chassis year, at the beginning of this contract period (7/1/12) would be considered 8 years old. Vehicle ages will be calculated each contract year and the Carrier will provide the District with a detailed fleet listing including the vehicle identification number of each bus by August 20th of each school year stipulating that they meet the this age criteria.

- 5) At the Carriers sole expense, all vehicles will be maintained in safe mechanical repair and condition at all times and shall be properly equipped, cleaned and painted to the satisfaction of the District. The Carrier shall develop and maintain a preventative maintenance schedule for all buses. All vehicle expenses including but not limited to, tolls, parking fees, cleaning, maintenance, upkeep, inspections and cost of fuel necessary to operate the buses on their routes or during any other service pursuant to the contract will be the sole responsibility of the Carrier. Copies of all records based on such maintenance schedule shall be available to the District on request. All vehicles will be available for inspection by the District on or before August 20th of each school year and any time thereafter for the duration of the Contract. The District shall possess the sole right to single out and eliminate from service any vehicle, which in the sole discretion of the District is unfit for the purposes of transporting students.

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- 6) The Carrier shall have each bus used for the contract inspected in accordance with all Federal, State, and Local laws, rules and regulations, The Carrier shall provide documentation of inspection compliance to the District upon request. The Carrier shall not utilize any bus that is deemed to be out-of-service in accordance with the State of New Hampshire rules and regulations.
- 7) All vehicles supplied by the Carrier must be equipped and maintained in accordance with applicable New Hampshire State statutes and regulations of the Division of Motor Vehicles, Department of Safety, now in force or hereafter adopted or promulgated, and shall conform with all rules and regulations now in force or from time to time adopted and approved by the New Hampshire State Board of Education and/or the District. The Carrier shall be subject to the audited inspections conducted by the State Motor Vehicle Department each year for school buses with copies of the inspection reports to be forwarded to the District.
- 8) The Carrier agrees to have all vehicles equipped with a two-way radio system that shall be maintained in working order and shall operate in the VHF (150 – 156 MHz) frequency range to accommodate being integrated with the District’s existing two-way radio system for communication between the Carrier and the District. The radios must have a “switch” feature to allow direct to allow directed transmission to interior or exterior speakers, and all buses must have external speakers. Spare buses must be equipped with radios that utilize the same frequency as the District.
- 9) The Carrier shall provide each driver a means of emergency communication while driving extracurricular activities including, field trips, athletics and clubs.
- 10) Each vehicle shall be equipped with digital cameras for surveillance and monitoring student behavior. The system should have two (2) mounted cameras in each bus. The Carrier will ensure that all statutes under Chapter 570-A Wiretapping and Eavesdropping, Section (k), (1), (2) are met.

Cameras will be operational at all times that the vehicle is running, including deadhead time, idling, and during the transportation of students, and any audio features must be disabled unless the district adopts the provisions of RSA 570-A, II to require audio recording and then amends District Policy JICBB, as required by RSA 570-A, II, whereupon the carrier will be required to activate audio recording and properly post notice of said recording in accordance with RSA 570-A, II.

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Spare buses must be equipped with comparable digital cameras if they are serving in normal daily service for three days or more.

The Carrier shall comply with the applicable provisions of the District Policy EEA with regard to video and audio recording.

- 11) The District is requiring that all buses be equipped with GPS tracking devices that allow the Carrier to monitor bus location in real time (within 30 seconds). Historical location information must be made available to the District within 24 hours when requested. The District shall also have access to the real-time GPS tracking information. GPS tracking must be on at all times that the bus engines are turned on and should not be able to be disabled by the bus driver. The Carrier and the District shall agree on the GPS system to be utilized.
- 12) All buses will be equipped with a child checkmate system or comparable equipment and crossing gates.
- 13) All buses including spare and athletic must be seatbelt ready. All proposals must provide a statement concerning the pros and cons on seatbelts. The District is not specifying make and model of bus or integrated lap-shoulder safety belts, but the Carrier should be aware of House Bill 196. This bill establishes a committee to study requiring passengers on school buses to wear seat belts in New Hampshire. The committee's report is due by November 1, 2017.
- 14) All spare and athletic buses will meet the same requirements as the regular buses.
- 15) Snow tires will be required on all buses during the winter months, October to April.
- 16) All buses must have Windham School District written on the sides. Each regular route bus must display the route identification number on both sides in the front of the vehicle.
- 17) The Carrier agrees that buses will not operate above the rated capacity and standees are not permitted.
- 18) The Carrier agrees to comply with all provisions of the "School Bus Transportation Rules", Document #2848, relative to SAF-C 1300 School Bus Rules, filed with the NH Director of Legislative Services, including all amendments and changes thereto. All applicable Federal and State laws and regulations pertaining to the operation of school buses including but not limited to; inspections, insurance, training and driver licensing.

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- 19) The District reserves the right to increase or decrease the number of buses over the term of the contract. The increase or decrease cost will be dictated by the daily rate as stated in the contract.

DRIVERS

- 1) All drivers used to operate a vehicle under the contract will be licensed and certified according to the State of New Hampshire School Bus Rules, Regulations and Laws. Each driver shall have an physical examination as prescribed by the State of New Hampshire for operating a commercial motor vehicle, or any other vehicle used to transport students, and the Carrier shall provide a copy of the Medical Certificate to the Office of the Superintendent of Schools prior to the start of school each, and prior to any new or replacement driver transporting students under the agreement.
- 2) When the District students are on board a bus the driver shall in addition to complying with all Federal, State, and Local Laws, rules, regulations and policies, adhere to policies and procedures of the District.
- 3) Drivers will be familiar with and comply with all current, written rules, policies and procedures of the District pertaining to students riding the District bus or on a the District sponsored trip.
- 4) Drivers are responsible to report unacceptable student behavior to the appropriate building principal via the established written procedure.
- 5) At no time may a driver ask or demand that a student leave a bus at an unauthorized stop, or take any disciplinary action which will endanger any student.
- 6) Drivers are to remain on the bus at all times when the children are on board unless relieved by authorized bus supervisor.
- 7) Drivers will not smoke or carry a lighted cigar, cigarette, or pipe while on school grounds or inside the bus whether children are riding or not.
- 8) Drivers shall not imbibe alcoholic beverages while operating the bus.
- 9) Drivers shall not use illegal drugs and the Carrier shall perform random drug testing on all drivers.

Drivers shall make sure all students are seated before moving the bus.

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- 10) The Carrier shall be required to furnish THE DISTRICT prior to opening of school in September of each year with a list of drivers and substitutes containing the following information:
- a) Name of the operator;
 - b) Residence address;
 - c) Telephone number;
 - d) Certificate of physical examination;
 - e) Record of previous driving experience;
 - f) Copy of current School Bus Certificate;
 - g) Bus or route assignment;
 - h) Evidence that a satisfactory references have been received and verified;
 - i) Evidence that a criminal Records report was obtained from the State Police in compliance with RSA 189:13-a and district policies on criminal history records checks;
- 11) The District shall approve all drivers and substitutes prior to their operating a bus for the District. The District may require the Carrier immediately remove any driver, if such removal is determined to be in the best interest of the District. If The District determines that a driver be removed, it will be final and there will be no expectation that the District will meet with the driver or their representative. The drivers are employees of the Carrier and all disciplinary actions will be the responsibility of the Carrier.
- 12) Drivers shall not be permitted to carry any person other than a school officer, teacher or chaperone while transporting students without the express consent of the Carrier and the District, with exception of Carrier employees such as supervisors or driver trainees.
- 13) Drivers shall not permit any person other than authorized law enforcement and emergency personnel (or those identified above) to step aboard the bus while students are present in the vehicle.

MISCELLANEOUS

- 1) Should the District require the Carrier to provide a bus monitor, the District shall pay the Carrier for the monitor based on schedule "A" and or "B".
- 2) In the event of early dismissal of students by the District or of any school serviced pursuant to the contract, the Carrier agrees to provide the normal level of bus service for such early dismissal, provided, however, that the District shall provide the Carrier with notification as to any such early dismissal or other unique transportation needs.

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- 3) All students shall arrive at their drop-off point no later than 40 minutes after dismissal from school with the exception of out-of-district transportation.

FORCE MAJURE

Notwithstanding anything to the contrary contained herein, in the event the Carrier's performance of the contract is temporarily interrupted due to acts of nature, civil disturbances, fire, war, governmental acts or any other similar condition (but not strike), the Board shall excuse the Carrier from performance, and shall have the right to take over the operation of such buses that the Carrier is prevented from running until the Carrier is able to resume operation. The Board shall also be excused from payment for the period during which the Carrier is excused from performance. The Carrier agrees to use its best efforts to provide services hereunder, including during any period covered by the Force Majeure clause.

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REQUEST FOR PROPOSAL SPECIFICATIONS

Proposals must include the following information:

- 1) A general profile of the firm.
- 2) SCHEDULE "A" – "Diesel RFP Quotation Form" completed and signed. Must be typed.
- 3) SCHEDULE "B" – "Alternative Fuel RFP Quotation Form" completed and signed. Must be typed.
- 4) Signed Certification
- 5) An inventory listing of buses to be used in the first year of the contract. This listing shall include for each bus the make of the bus and bus body, year of the bus, capacity, present mileage, and general condition.
- 6) Evidence from an insurance company licensed to do business in the State of New Hampshire, that the Carrier is able to secure a performance bond.
- 7) The Supervisor who will be assigned to this contract and his/her qualifications and experience. A resume may be submitted to provide that information.
- 8) A statement of the minimum wage scale and benefit package which will be offered to drivers providing services under the contract for each year of the contract.
- 9) A statement regarding the location of the transit terminal, the availability of the transit terminal to the respondent for lease or purchase, and the impact the location of the terminal will have on operations.
- 10) A statement regarding the respondent's training and safety programs for bus drivers.
- 11) A statement regarding the respondent's recruitment programs to hire and retain bus drivers.
- 12) Names, addresses, phone numbers, number of buses and contacts in other public school systems, particularly those similar in size to the District, for whom similar services have been delivered in the past five years, or are currently being delivered.
- 13) A statement regarding any past, present or pending litigation with a client.

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SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

- 14) The name, address, telephone number, fax number, and email address of the firm and the contact person for this proposal.
- 15) Three (3) copies and one (1) signed original of the proposal must be submitted in a sealed envelope.
- 16) Five (5) business references, two (2) from New Hampshire.
- 17) A statement of business experience.
- 18) A statement on the pros and cons of seatbelts.

WINDHAM SCHOOL DISTRICT
SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

DOCUMENTS AND SCHEDULES ENCLOSED

Schedule "A" – Diesel RFP Quotation Form	Page 20
Schedule "B" – Alternative Fuel Quotation Form	Page 21
Schedule "C" – School Addresses	Page 22
Schedule "D" – School Times	Page 23
Certification	Page 24
House Bill 196	Page 25 - 27
Chapter 570-A Wiretapping and Eavesdropping	Page 28 - 31

WINDHAM SCHOOL DISTRICT
 SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

SCHEDULE "A"

Regular Route Buses (24)

Diesel

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>Option 1 2021-2022</u>	<u>Option 2 2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years:	\$ _____			Total five (5) Years \$ _____	

CTE Buses (2)

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years:	\$ _____			Total five (5) Years \$ _____	

Aid/Monitor

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Hourly Rate	\$	\$	\$	\$	\$

Athletic and Field Trips

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Cost Per Mile	\$	\$	\$	\$	\$
Cost Per Wait Time	\$	\$	\$	\$	\$
Minimum Charge	\$	\$	\$	\$	\$
In-District, 1 Hour or less	\$	\$	\$	\$	\$

Adding Seatbelts

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Additional Cost Per Day	\$	\$	\$	\$	\$

➤ The RFP will become part of the contract once signed and executed.

Signature/Title: _____ Date: _____

Firm: _____

WINDHAM SCHOOL DISTRICT
 SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

SCHEDULE "B"

Regular Route Buses (24)

Alternative Fuel _____				Option 1	Option 2
	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years: \$ _____ Total five (5) years _____					

CTE Buses (2)

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Annual Cost	\$	\$	\$	\$	\$
Daily Rate per Bus	\$	\$	\$	\$	\$
Total annual cost for three (3) Years: \$ _____ Total five (5) years _____					

Aid/Monitor

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Hourly Rate	\$	\$	\$	\$	\$

Athletic and Field Trips

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Cost Per Mile	\$	\$	\$	\$	\$
Cost Per Wait Time	\$	\$	\$	\$	\$
Minimum Charge	\$	\$	\$	\$	\$
In-District, 1 Hour or less	\$	\$	\$	\$	\$

Adding Seatbelts

	<u>2018 – 2019</u>	<u>2019 – 2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Additional Cost Per Day	\$	\$	\$	\$	\$

➤ The RFP will become part of the contract once signed and executed.

Signature/Title: _____ Date: _____

Firm: _____

WINDHAM SCHOOL DISTRICT

SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

SCHEDULE "C"

SCHOOL ADDRESSES

Windham High School
64 London Bridge Road
Windham, NH 03087

Windham Middle School
112A Lowell Road
Windham, NH 03087

Windham Center School
2 Lowell Road
Windham, NH 03087

Golden Brook School
112B Lowell Road
Windham, NH 03087

WINDHAM SCHOOL DISTRICT
SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

SCHEDULE "D"

SCHOOL TIMES

	<u>START</u>	<u>END</u>
Windham High School	7:52 AM	2:17 PM
Windham Middle School	7:40 AM	2:15 PM
Windham Center School	8:40 AM	3:00 PM
Golden Brook School	8:40 AM	2:55 PM

WINDHAM SCHOOL DISTRICT
SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

CERTIFICATION:

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that there is no conflict of interest in the preparation of this proposal or possible administration of a contract resulting from this proposal between employees, officers or agents of the proposing entity and employees, officers or agents of the Windham School District, School Administrative Unit #95, either direct or indirect through family members. The undersigned further certifies that no employee, officer or agent who is in a position to effect the award of this proposal or administration of a contract is about to become, nor any family member about to become, an employee, officer or agent of the proposing entity.

ORGANIZATION SUBMITTING PROPOSAL:

ADDRESS:

TITLE:

NAME:

Signature

DATE: _____

WINDHAM SCHOOL DISTRICT
SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

HB 196 - AS INTRODUCED

2017 SESSION

17-0637

03/06

HOUSE BILL 196

AN ACT establishing a committee to study requiring passengers on school buses to wear seat belts.

SPONSORS: Rep. M. MacKay, Hills. 30; Rep. LeBrun, Hills. 32; Rep. J. MacKay, Merr. 14; Rep. Guthrie, Rock. 13; Sen. Lasky, Dist 13

COMMITTEE: Transportation

ANALYSIS

This bill establishes a committee to study requiring passengers on school buses to wear seat belts.

WINDHAM SCHOOL DISTRICT
SCHOOL BUS TRANSPORTATION REQUEST FOR PROPOSAL

Explanation: Matter added to current law appears in bold italics.

Matter removed from current law appears [in brackets and struckthrough.]

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

17-0637

03/06

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Seventeen

AN ACT establishing a committee to study requiring passengers on school buses to wear seat belts.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 Committee Established. There is established a committee to study requiring passengers on school buses to wear seat belts.

2 Membership and Compensation.

I. The members of the committee shall be as follows:

(a) Three members of the house of representatives, appointed by the speaker of the house of representatives.

(b) Three members of the senate, appointed by the president of the senate.

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II. Members of the committee shall receive mileage at the legislative rate when attending to the duties of the committee.

3 Duties. The committee shall study requiring passengers on school buses to wear seat belts.

4 Chairperson; Quorum. The members of the study committee shall elect a chairperson from among the members. The first meeting of the committee shall be called by the first-named house member. The first meeting of the committee shall be held within 45 days of the effective date of this section. Four members of the committee shall constitute a quorum.

5 Report. The committee shall report its findings and any recommendations for proposed legislation to the speaker of the house of representatives, the president of the senate, the house clerk, the senate clerk, the governor, and the state library on or before November 1, 2017.

6 Effective Date. This act shall take effect upon its passage.

TITLE LVIII PUBLIC JUSTICE

CHAPTER 570-A WIRETAPPING AND EAVESDROPPING

Section 570-A:2

570-A:2 Interception and Disclosure of Telecommunication or Oral Communications Prohibited. –

I. A person is guilty of a class B felony if, except as otherwise specifically provided in this chapter or without the consent of all parties to the communication, the person:

(a) Wilfully intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept, any telecommunication or oral communication;

(b) Wilfully uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:

(1) Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in telecommunication, or

(2) Such device transmits communications by radio, or interferes with the transmission of such communication, or

(3) Such use or endeavor to use (A) takes place on premises of any business or other commercial establishment, or (B) obtains or is for the purpose of obtaining information relating to the operations of any business or other commercial establishment; or

(c) Wilfully discloses, or endeavors to disclose, to any other person the contents of any telecommunication or oral communication, knowing or having reason to know that the information was obtained through the interception of a telecommunication or oral communication in violation of this paragraph; or

(d) Willfully uses, or endeavors to use, the contents of any telecommunication or oral communication, knowing or having reason to know that the information was obtained through the interception of a telecommunication or oral communication in violation of this paragraph.

I-a. A person is guilty of a misdemeanor if, except as otherwise specifically provided in this chapter or without consent of all parties to the communication, the person knowingly intercepts a telecommunication or oral communication when the person is a party to the communication or with the prior consent of one of the parties to the communication, but without the approval required by RSA 570-A:2, II(d).

II. It shall not be unlawful under this chapter for:

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(a) Any operator of a switchboard, or an officer, employee, or agent of any communication common carrier whose facilities are used in the transmission of a telecommunication, to intercept, disclose, or use that communication in the normal course of employment while engaged in any activity which is a necessary incident to the rendition of service or to the protection of the rights or property of the carrier of such communication; provided, however, that said communication common carriers shall not utilize service observing or random monitoring except for mechanical or service quality control checks.

(b) An officer, employee, or agent of any communication common carrier to provide information, facilities, or technical assistance to an investigative or law enforcement officer who, pursuant to this chapter, is authorized to intercept a telecommunication or oral communication.

(c) Any law enforcement officer, when conducting investigations of or making arrests for offenses enumerated in this chapter, to carry on the person an electronic, mechanical or other device which intercepts oral communications and transmits such communications by radio.

(d) An investigative or law enforcement officer in the ordinary course of the officer's duties pertaining to the conducting of investigations of organized crime, offenses enumerated in this chapter, solid waste violations under RSA 149-M:9, I and II, or harassing or obscene telephone calls to intercept a telecommunication or oral communication, when such person is a party to the communication or one of the parties to the communication has given prior consent to such interception; provided, however, that no such interception shall be made unless the attorney general, the deputy attorney general, or an assistant attorney general designated by the attorney general determines that there exists a reasonable suspicion that evidence of criminal conduct will be derived from such interception. Oral authorization for the interception may be given and a written memorandum of said determination and its basis shall be made within 72 hours thereafter. The memorandum shall be kept on file in the office of the attorney general.

(e) Where the offense under investigation is defined in RSA 318-B, the attorney general to delegate authority under RSA 570-A:2, II(d) to a county attorney. The county attorney may exercise this authority only in the county where the county attorney serves. The attorney general shall, prior to the effective date of this subparagraph, adopt specific guidelines under which the county attorney may give authorization for such interceptions. Any county attorney may further delegate authority under this section to any assistant county attorney in the county attorney's office.

(f) An officer, employee, or agent of the Federal Communications Commission, in the normal course of employment and in discharge of the monitoring responsibilities exercised by the commission in the enforcement of chapter 5 of title 47 of the United States Code, to intercept a telecommunication, or oral communication transmitted by radio, or to disclose or use the information thereby obtained.

(g) Any law enforcement officer, when conducting investigations of or making arrests for offenses enumerated in this chapter, to carry on the person an electronic, mechanical or other device which intercepts oral communications and transmits such communications by radio.

(h) Any municipal, county, or state fire or police department, the division of emergency

WINDHAM SCHOOL DISTRICT

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services and communications as created by RSA 21-P:48-a, including the bureau of emergency communications as defined by RSA 106-H, or any independently owned emergency service, and their employees in the course of their employment, when receiving or responding to emergency calls, to intercept, record, disclose or use a telecommunication, while engaged in any activity which is a necessary incident to the rendition of service or the protection of life or property.

(i) Any public utility regulated by the public utilities commission, and its employees in the course of employment, when receiving central dispatch calls or calls for emergency service, or when responding to central dispatch calls or calls for emergency service, to intercept, record, disclose or use a telecommunication, while engaged in any activity which is a necessary incident to the rendition of service, or the protection of life and property. Any public utility recording calls pursuant to this subparagraph shall provide an automatic tone warning device which automatically produces a distinct signal that is repeated at regular intervals during the conversation. The public utilities commission may adopt rules relative to the recording of emergency calls under RSA 541-A.

(j) A uniformed law enforcement officer to make an audio recording in conjunction with a video recording of a routine stop performed in the ordinary course of patrol duties on any way as defined by RSA 259:125, provided that the officer shall first give notification of such recording to the party to the communication unless it is not reasonable or practicable under the circumstances.

(k)(1) The owner or operator of a school bus, as defined in RSA 259:96, to make an audio recording in conjunction with a video recording of the interior of the school bus while students are being transported to and from school or school activities, provided that the school board authorizes audio recording, the school district provides notification of such recording to the parents and students as part of the district's pupil safety and violence prevention policy required under RSA 193-F, and there is a sign informing the occupants of such recording prominently displayed on the school bus.

(2) Prior to any audio recording, the school board shall hold a public hearing to determine whether audio recording should be authorized in school buses, and if authorized, the school board shall establish an administrative procedure to address the length of time which the recording is retained, ownership of the recording, limitations on who may listen to the recording, and provisions for erasing or destroying the recording. Such administrative procedure shall permit the parents or legal guardian of any student against whom a recording is being used as part of a disciplinary proceeding to listen to the recording. In no event, however, shall the recording be retained for longer than 10 school days unless the school district determines that the recording is relevant to a disciplinary proceeding, or a court orders that it be retained for a longer period of time. An audio recording shall only be reviewed if there has been a report of an incident or a complaint relative to conduct on the school bus, and only that portion of the audio recording which is relevant to the incident or complaint shall be reviewed.

(l) A law enforcement officer in the ordinary course of the officer's duties using any device capable of making an audio or video recording, or both, and which is attached to and used in

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conjunction with a TASER or other similar electroshock device. Any person who is the subject of such recording shall be informed of the existence of the audio or video recording, or both, and shall be provided with a copy of such recording at his or her request.