

## **INVITATION TO BID GENERAL TRANSPORTATION CONTRACT**

**SCHOOL DISTRICT OF CASSVILLE**

715 E. Amelia Street

Cassville, WI 53806

July 1, 2020 to June 30, 2025

(5 School Years)

### **BID CLOSE:**

Notice is hereby given that sealed bids will be received by the School Board, at its Business Address, 715 E. Amelia Street, on or before May 1, 2020, for the General Transportation Contract herein described.

The school district reserves the right to reject any or all bids and to waive any minor informalities in bidding or to waive any irregularities which may be to the advantage of the school district and to make an award in such a manner as the school board may deem right and proper for the best interest of the school district. No bid may be withdrawn for a period of sixty (60) calendar days after May 1, 2020.

### **GENERAL STATEMENT TO BIDDERS:**

The school district reserves the right to enter into negotiations with the successful bidder during the process of writing the final transportation contract for service. Once submitted, no bid may be withdrawn by a bidder without forfeiture of the bidder's good faith deposit. All rates and costs quoted by the successful bidder shall remain binding on the successful bidder unless a change is mutually agreed upon by both the district and the bidder throughout the term of the contract. All terms, conditions and rates of each bid shall remain binding upon each bidder sixty (60) days following May 1, 2020.

A good faith deposit of a certified check or bid bond in the amount of \$15,000 must accompany each bid. No bids will be considered without such bond or check. The bond or check will be returned to the unsuccessful bidders upon award of the contract. The good faith deposit of the successful bidder will be returned upon receipt by the district of the required performance bond or adequate line of credit as defined in Section 4.1.

Contractors may visit the school district and acquaint themselves with the current transportation program so that they may be fully informed about the district's transportation expectations prior to the time of their bid submission. The district shall presume that all bidders are fully informed of the district's transportation expectations. Failure to visit the district shall not relieve any bidders(s) of its obligation to become familiar with the district's transportation expectations.

**BID SPECIFICATIONS:**

The following information is included in the Bid Specifications:

Section 1	Invitation to Bid
Section 2	Definition of Terms
Section 3	Instruction to Bidders
Section 4	General Conditions
Section 5	Vehicles
Section 6	Personnel
Section 7	Pupil Behavior
Section 8	Routes and Time Schedules
Section 9	Pupils
Section 10	Other Uses of Buses
Section 11	Miscellaneous

Questions regarding the specification or related matters are to be directed to:

Mr. John Luster  
District Administrator  
School District of Cassville  
715 E. Amelia Street  
Cassville, WI 53806  
608-725-5116  
jluster@cassvillesd.k12.wi.us

## SECTION 1 INVITATION TO BID

- 1.1 Sealed bid for furnishing transportation for Cassville school children will be received at the main office no later than 4:00 P.M. on May 1, 2020.
- 1.2 All bids will be submitted in sealed envelopes and marked:  
“School Transportation Bid - School District of Cassville”
- 1.3 All bids received up to 4:00 P.M. on May 1, 2020, will be opened. The board of education will consider all bids at the regular school board meeting in May 2020 in the school district’s board room.
- 1.4 The Board of Education reserves the right to accept or reject any or all bids and further reserves the right to waive any bid conditions or formalities when it appears to be in the best interest of the district to do so.
- 1.5 No bid will be accepted as valid unless “bid forms”, as provided to all bidders are properly and completely executed.
- 1.6 Each bidder must submit, as part of the bid, a certified bank check or a bid bond on behalf of the Cassville Board of Education for an amount of \$15,000.
- 1.7 Bidders, to be eligible, must have had at least five (5) years of previous contractual experience operating a school bus fleet.
- 1.8 Each bidder shall furnish at least three (3) business references (during the last five (5) years) from persons or school systems.
- 1.9 The Cassville Board of Education will accept a five (5) year bid.
- 1.10 All bidders’ proposals will included:
  1. A complete certificate financial statement as of 2018 or later.
  2. A summary of present labor contracts and history of past labor relations.
  3. A summary of Driver Training and Safety Program.
  4. Emergency breakdown procedures.
  5. Certified bid bond in the amount of \$15,000.
  6. Three business references.
  7. Rate and Bid Forms.
  8. Answers to the essay questions.
  9. Alternative Rate Quote (if applicable).
  10. A summary of current drug/alcohol testing program policy.
  11. Nondiscrimination statement.

## SECTION 2 DEFINITION OF TERMS

- 2.1 BOARD – shall mean the Cassville Board of Education.
- 2.2 SCHOOL ADMINISTRATION – shall mean the District Administrator of School District of Cassville or designee.
- 2.3 SCHOOL BUS – shall mean a school bus body and chassis which is licensed by the State of Wisconsin to operate as a school bus and which meets all established school bus regulations as promulgated by the State of Wisconsin.
- 2.4 SCHOOL BUS DRIVER – shall mean a legally qualified school bus operator, license by the State of Wisconsin, who is physically, morally and emotionally suitable, and accepted by the Contractor and the Board to drive a school bus in Cassville.
- 2.5 BIDDER – shall mean any qualified school bus contractor who submits a bid proposal in conformance with specifications as provided by the Cassville Board of Education.
- 2.6 BID SPECIFICATIONS – shall mean all documents relating to the development of a proposal for furnishing transportation to Cassville school children during one or more school years.
- 2.7 PROPOSAL – shall mean an offer by a Bidder to provide transportation for Cassville school children for a specified period of time at a given price.
- 2.8 ACCEPTANCE – shall mean an offer by the Board to accept the bidder’s proposal to provide transportation for school children in accordance with specifications.
- 2.9 CONTRACT – shall mean a formal written agreement signed by two parties following acceptance by the Board of bidder’s proposal to provide school bus transportation for a specified period of time in accordance with specifications as outlined and incorporated into this document.
- 2.10 BUS CONTRACTOR – shall mean an individual, partnership or corporation whose proposal has been accepted by the Board and who is under contract to provide transportation services in accordance with specifications as specified in the contract.
- 2.11 BID SURETY – shall mean a certified bank check, or a bid bond, issued in the name of the Board in the amount of \$15,000. Such surety is posted with the bid proposal and is forfeited should the bidder refuse to undertake a contract for transportation services upon acceptance of his proposal by the Board.
- 2.12 PERFORMANCE BOND – shall mean a performance surety bond equal in value to fifty percent (50%) of the total contract cost for one year and executed to cover all of the years of the contract.
- 2.13 REGULAR DAILY RUNS – shall mean any scheduled bus route which is established for the purpose of transporting students to and from school on a daily basis throughout the school year.
- 2.14 LATE RUNS – shall mean transportation required after the regular school day is over and regular daily runs are finished. Special routes and scheduled may be established for such purposes.

## SECTION 3 INSTRUCTION TO BIDDERS

### 3.1 SCOPE OF THE WORK

The board will contract for school transportation services with a bus contractor for a period of five (5) years beginning with the start of school in August 2020-2021. The contract will be expected to furnish whatever is necessary in order that the requirements of the contract can be fulfilled in a satisfactory manner.

Throughout the life of this agreement the bidder will furnish a well maintained bus fleet with an average eight (8) year fleet age. Excluding spares, no bus may be more than twelve (12) years old.

The contract term will be for 175 school days per year with provision provided for a prorated reduction or addition for days less than 175 or more than 175. The district does not guarantee 175 days of operation in a school year.

### 3.2 FORM AND PREPARATION OF BIDS

Proposals must be submitted on forms provided to each bidder. All forms must be properly and completely filled out. All forms must be properly signed.

Any modifications which a bidder submits must be on a separate attachment and be properly signed.

### 3.3 SUBMISSION OF BIDS

Bid proposals must be submitted in accordance with the established time schedule. Late bids will not be accepted.

### 3.4 BID AWARDS

Award of the bid will be made by the Board following a study of all proposals. The basis for selection of the contractor for transportation will be:

1. Safety
2. Quality of Service
3. Quality of Equipment
4. Flexibility of Operations
5. Cost of the School District

The Board may elect to award a contract to other than a low bidder if it is judged to be in the best interest of the school district.

### 3.5 BUS ROUTES

A description of the routes currently being operated is available for review at the School District of Cassville District Office and should be considered as a basis for bidding. Routes for 2020-2021 year may be substantially the same as they are in the 2019-2020 school year. Changes which may be effected will be accommodated within the framework of the contract, when executed.

The bidder is expected to be familiar with all operating conditions including route mileage, road conditions, local regulations, policies regarding bus stop locations, time schedules and any other condition which may affect operating costs.

- A. Approximate annual mileage for regular transportation is 54,000 miles.

- B. Approximate number of students transported is 86 including kindergarten students.
- C. District bus requirement projected as 4 routes, estimated daily mileage 60 miles each. The district reserves the right to change bus routes and bell time at its discretion.
- D. The contractor will provide daily transportation to and from the following:
  - Cassville High School
  - Cassville Middle School
  - Cassville Elementary School
  - St. Charles School

In addition to the above schools located within the district, transportation may be required for schools outside the district. The district may choose to offer parent transportation contracts in lieu of bus service.

### 3.6 CONDITIONS OF ACCEPTANCE

Within thirty (30) days following the award of the bid, the successful bidder will enter into a written contract with the Board and will at that time file appropriate certificates of insurance and a performance bond.

### 3.7 BUSES

Buses necessary for the fulfillment of Cassville's regular transportation needs are estimated to be 7 vehicles. The district may also require specialty vehicles with lift to accommodate students with special needs. The district reserves the right to increase or decrease the number of buses provided at its discretion.

### 3.8 BASE BID

The bidder shall pay for:

- A. All labor costs
- B. All unemployment compensation charges
- C. All labor related insurances required by law
- D. All tires, costs of maintenance for labor and parts
- E. All license fees
- F. All incidental charges incurred by operation of school buses
- G. All training courses in Safety, First Aid, Defensive Driving
- H. All fringe benefits not listed above that the bidder may offer
- I. All costs of Alcohol and Drug testing
- J. All costs of Bus Driver Physicals.

### 3.9 SPARE EQUIPMENT

The contractor shall at all times maintain at least two (2) spare passenger buses and/or specialty vehicles in order that breakdowns, delays or emergencies can be dealt with promptly and effectively.

## SECTION 4 GENERAL CONDITIONS

### 4.1 SECURITY OF PERFORMANCE

The contractor shall furnish the Board of Education of Cassville, at contractor's own expense, a performance bond in an amount equal to fifty percent (50%) of the contract for one year and

having a life equal to the number of years for which the contract is executed. The performance bond provides surety that the contractor will satisfactorily fulfill the conditions and obligations stipulated in the contract. In lieu of this requirement, the Board of Education will consider a letter of credit from an accredited financial institution in the amount of one half of the contract for each year.

#### 4.2 INSURANCE

The contractor shall obtain and maintain in full force and effect during the term of this contract and pay the premium thereon for the following policies of insurance issued by an insurer authorized to transact business in this State and approved by the District.

##### 1. Insurance Requirements

- General Liability \$1,000,000.00/occ, \$2,000,000.00 aggregate
- Auto Liability \$5,000,000.00
- Umbrella Liability \$3,000,000.00
- Bodily Injury per person per occurrence \$1,000,000.00
- Property Damage per occurrence \$1,000,000.00
- Medical Payments per person \$5,000.00
- Uninsured Motorists per person \$25,000/\$50,000
- Uninsured Motorists per occurrence \$25,000/\$50,000

Certificate of Insurance being in force shall be provided the District each school year including a certification that such insurance shall not be changes or cancelled without at least 30 day prior written noticed being provided to the District. The District shall be named additional insured.

2. A certificate of insurance shall be sent to the District showing the above requirements have been complied with. The certificate should state if for any reason the insurance is cancelled, or the limited of liability are reduced, the insurance company shall notify the District thirty (30) days in advance of any reduction in coverage or full or partial cancellation. The normal ACORD cancellation notice is not acceptable unless the phrases “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are deleted.
3. A memorandum copy of the insurance policies shall be provided to the District upon request.

#### 4.3 COMPLIANCE WITH LAWS AND REGULATIONS

The bidder of this contract shall comply with all parts of the Wisconsin Statutes including Sections 121.51, 121.52, 121.54 and 121.56. The bidder of this contract shall also comply with all requirements of the Wisconsin Department of Transportation and the Wisconsin Department of Public Instruction as well as regulations and requirements of the Villages and Towns within the School District of Cassville.

#### 4.4 FAILURE OF OPERATION

When the contractor fails to operate any routes or any portion of any routes because of failure of equipment or personnel, the amount of payment appropriate for said route or part of said route shall be deducted, on a pro-rated basis, from the daily rate for the vehicles involved.

A route which is completed more than fifteen (15) minutes behind schedule shall be considered a failure to operate satisfactory and deductions in payments shall be made on a pro-rate basis, based upon the daily rate for the vehicle or vehicles involved. This section will not be invoked when weather conditions or circumstances exist over which the contractor or the driver have no control.

Safety of children must, at all times, take precedent over all other things – including the time of schedule.

4.5 THE SCHOOL YEAR

The contract will apply to all days when school is in session between August and June of any given year. The base bid will reflect 175 days of school operation with provision for a daily rate in order to compute cost when the actual operation of schools may be more or less than 175 days.

4.6 PAYMENTS FOR SERVICES

Payment for the previous month's services will be made on the day after the School Board's regular meeting of the following month.

4.7 BOARD USE OF OTHER VEHICLES

The Board reserves the right, during the life of the contract, to use buses and other vehicles for school transportation other than those furnished by the contractor.

SECTION 5 VEHICLES

5.1 All buses used in fulfilling the terms of these specifications and the contract shall be registered, serviced and operated in the School District of Cassville. When through for the day, all vehicles shall be parked and located within the district.

5.2 BUS CAPCITIES

All bus capacities shall follow all state rules. The district reserves the right to require bus capacity up to 72 students for regular routes.

5.3 EMERGENCY EQUIPMENT

The contractor shall use and maintain sufficient tow vehicles and other emergency equipment, or maintain a contract for such service with a third party acceptable to the district during the term of the contract to provide sufficient and immediate emergency service to all vehicles used in the performance of the contract. Each bus shall be equipped with a first aid kit sized appropriately for the maximum rider capacity of the bus.

5.4 VEHICLE CONDITION

The vehicles provided by the contract under the terms of the contract shall at all times be maintained in suitable and proper mechanical condition so as to meet any and all requirements of state law, federal law, and district policy. All buses shall be kept neat and clean, inside and outside, at all times. The interior of each bus shall be cleaned daily. The exterior of each bus shall be washed as often as necessary to maintain a neat and clean appearance, weather permitted. The interior of each bus shall be maintained at all times, including but not limited to the patching or replacing of torn or worn upholstery, seat cushions, and other interior as the needs arise.

5.5 PREVENTATIVE MAINTENANCE

Upon request of the district, evidence shall be provided to the district that a standard of preventative maintenance acceptable to the district is being set. The contractor shall furnish to the district a description of the maintenance facilities and information as to where the facilities may be inspected by a representative of the district at any reasonable time. The contractor shall provide to the district, with the submission of the bid, a complete description of the schedule and details of the vehicle maintenance program that will be followed. The general maintenance facilities of the contract shall be located within the district.



5.6 MAINTENANCE PERSONNEL

The contractor shall employ a qualified mechanic for buses in the contractor's fleet providing service as specified under the contract. The mechanic shall be capable of performing routine safety inspections on each vehicle as well as being able to perform general maintenance procedures on each vehicle.

5.7 VEHICLE INSPECTION

All buses shall be inspected and approved by the Wisconsin Department of Transportation at least annually, and each bus shall carry an inspection certificate/sticker at all times. The District Administrator/designee may inspect or request the Wisconsin Department of Transportation to re-inspect any bus of the contractor that is providing service under the contract.

Representatives of the Board shall have the right to be present when the Department of Transportation is conducting an inspection and shall also have the right to conduct its own inspections at any time it is deemed necessary. The State's inspection form is to be used at all times. A copy of every inspection for each vehicle will be submitted to the District Administrator.

5.8 BUS PARKING LOCATION

To minimize travel time and in order to conserve on fuel, buses used in performance of the contract shall be parked and located within the district when not in use.

5.9 Contractor shall provide and maintain two-way radios which tie into the present base station at the school in all buses operating at any given time in fulfillment of the contract.

5.10 All vehicles shall be equipped and maintained in accordance with Wisconsin State Law, regulation so the State Department of Public Instruction, Wisconsin Department of Transportation, the Villages and Towns within the School District of Cassville and the Cassville Board of Education.

5.11 No vehicle shall be fueled while children are on board.

5.12 Prior to August 1 of each year the contractor shall submit a complete list of all buses to be used during the year to the District Administrator. The list shall include:

- a. Name of manufacturer
- b. Date of manufacturer
- c. Serial number
- d. Pupil capacity

5.13 Bus Video Cameras: The use of bus video cameras should follow Board Policy.

5.14 Buses must be equipped with an exterior strobe light.

## SECTION 6 PERSONNEL

- 6.1 The contractor shall employ a qualified person to supervise the School District of Cassville transportation program which is established for the purpose of meeting the requirements of the specifications and contract.

The supervisor shall be available to the representatives of the Board at all times during school hours of each school day during the school year.

- 6.2 Bus drivers must meet all requirements of the State of Wisconsin and the Wisconsin Department of Transportation and be acceptable to the School District Administrator and the Board of Education.

### 6.3 REGULARLY ASSIGNED DRIVERS

Each route shall have a regular driver assigned.

The District shall advise the contractor of any complaints or concerns that are brought to the District regarding any of the Contractor's drivers. It shall be the responsibility of the Contractor to address those complaints or concerns in the manner that the Contractor deems appropriate.

- 6.4 Each bus driver must have a physical examination in accordance with State requirements. This listing shall be kept up to date and changes shall be reported on the first of each month. The contractor shall comply with all state and federal licensing requirements and drug/alcohol testing requirements.

- 6.5 A listing of drivers by name, identification of status (regular or substitute), date of examination and name of examining physician is to be filed with the District Administrator of Schools annually in advance of the opening of schools.

- 6.6 The contractor shall be responsible for providing qualified substitute drivers whenever necessary to meet the terms of the contract. Individual drivers shall not be allowed to provide their own substitutes. Substitute drivers may not be independent contractors.

- 6.7 Drivers shall not leave a bus unattended at any time when children are on board.

- 6.8 Drivers shall operate all vehicles in a reasonable and prudent manner with maximum regard at all times for the safety and welfare of the children being transported and with full knowledge and conformance with existing local and state laws governing the operation of motor vehicles upon all highways.

- 6.9 Drivers shall not smoke or carry a lighted cigar, cigarette or pipe or use chewing tobacco when operating a vehicle.

- 6.10 Drivers are responsible for limiting passengers only to those who are eligible to ride.

- 6.11 Drivers shall report accidents promptly to the supervisor. The supervisor, in turn, shall immediately inform the District Administrator's office and, within 24 hours, submit a written report regarding each accident to the District Administrator of Schools.

- 6.12 Drivers shall make sure that children board or leave a bus only when it is stopped.

## SECTION 7 PUPIL BEHAVIOR

- 7.1 The driver is in full charge of the vehicle during its operation.
- 7.2 The driver is responsible to see that all children are seated and remain seated while the bus is in operation.
- 7.3 The driver is responsible for the maintenance of proper behavior on the part of all children riding a bus. A standard code of conduct will be prepared and issued to all concerned drivers, children, parents and school personnel.
- 7.4 Improper behavior shall not be tolerated and must be reported as soon as possible to the bus supervisor. The supervisor shall report the matter to the school principal.
- 7.5 Bus drivers do not have authority to refuse any child, who is eligible for transportation, the right to ride. Matters which may necessitate a withdrawal of riding privilege will be reported as soon as possible to the bus supervisor who will handle the matter through the school principal.
- 7.6 Bus drivers shall not, at any time, interrupt their driving to report a behavior problem directly to the school principal. Behavior problems, when they occur and need reporting, will be handled as outlined above.

## SECTION 8 ROUTES AND TIME SCHEDULES

- 8.1 The contractor shall set up and lay out bus routes and schedules in accordance with the school time schedules, which routes shall be submitted to the District Administrator/designee at least three weeks in advance of the commencement of service for approval. The District Administrator/designee shall make the final decision of the routes, schedules, and bus stops. When, in judgment of the District Administrator/designee, the safety or welfare of the passengers requires it, passengers shall be picked up and dropped off at locations determined by the District.
- 8.2 **NOTIFICATION OF LATE ARRIVALS**  
If any bus is delayed for any reason and the bus is likely to arrive late to its school destination, the driver of the bus shall notify the destination school, and all other schools that may follow, of the delay and its approximate length.
- 8.3 **SCHOOL YEAR CALENDARS**  
The District calendar for each of the school years included in the contract shall require approximately 175 days of transportation service. Exact school calendars for each of the school years covered will be supplied to the contractor by the District as they become available. It shall be the responsibility of the contractor to secure school calendars from the private and parochial schools being transported under the contract.

#### 8.4 EMERGENCY EVACUATION DRILLS

All students transported by the contractor under the terms of the contract shall be given two (2) emergency evacuation drills from their school bus each school year. The drills shall be conducted by the contractor on school grounds with school personnel present. The District shall be informed of the times and dates of the evacuation drills at least three days in advance, and the contractor shall maintain suitable records of such evacuation drills each year. The District shall receive copies of such records.

#### 8.5 EMERGENCY CANCELLATION PROCEDURES

When extreme weather conditions or other emergencies threaten, the contractor shall secure pertinent information about road and weather conditions from the National Weather Bureau, the local police department, the State Patrol and the local Departments of Public Works of Highway Departments. When, in the opinion of the contractor, conditions warrant the delay or cancellation of schools, the contractor shall immediately notify the District Administrator or designee. If school is recommended to be cancelled, the contractor shall notify the District Administrator at the District Administrator's or designee's home or cell phone number no later than 6:00 a.m. on the day in question. The determination as to whether road and weather conditions are such as to make it unsafe to transport pupils shall be made by joint and mutual agreement of the contractor and the District Administrator or designee.

#### 8.6 EMERGENCY DISMISSAL PROCEDURES

When extreme weather conditions or other emergencies require early dismissal of the schools during the regular school day, the contractor shall transport the students home from school. It shall be the responsibility of the contractor to contact the administrators of the school and provide to them the expected times of arrival of buses to their building in such cases. It shall also be the responsibility of the contractor to contact any or all private schools served under the terms of the contract to provide the administrators of such school information relating to their early dismissal schedules. If the recommendation of the contractor is to dismiss early on a day when students are attending classes, the contractor shall immediately notify the District Administrator at the District Offices. Such early dismissals shall only be done upon the approval of the District Administrator/designee. Such emergency early dismissals shall be done by the contractor at no additional cost.

#### 8.7 MONITORING THE SERVICE

The contractor shall monitor bus loads and route lengths and arrival times throughout each year to determine the need for additional routes and/or buses or the opportunity to reduce the number of routes and/or buses. The contractor shall report to the district any information that would lead to the increase or decrease in the number of routes or buses needed.

#### 8.8 MAXIMIZING BUS UTILIZATION

The contractor shall setup bus routes and bus schedules to minimize buses necessary to provide safe and reliable transportation service under the terms of the contract.

8.9 The contractor will work out all bus routes and time schedules. This work shall be completed no later than August 4 of any contract year. The contractor will publish routes and schedules and notify each student regarding bus stop and pickup/drop off times.

The district shall supply the contractor with a tentative list of the names, addresses, grades, and school locations for all students to be transported to the public school of the district and the non-public schools served by the district no later than June 1<sup>st</sup> of each year. Additions and deletions to the information provided by the district shall be made promptly to the contractor. The

contractor shall provide to the district, and the private and parochial schools served by the contractor, the bus routes and stops for each student to be transported no later than August 15 of each year.

- 8.10 All bus routes and time schedules shall be subject to the review and approval of the Board of Education.
- 8.11 Changes in the bus routes and time schedules will take place only upon approval provided through the office of the District Administrator.
- 8.12 The contractor shall insist that drivers adhere to routes and time schedules as established. Drivers who discover cause for route or time adjustments will report same to the bus supervisor who will take the matter up with the proper school officials. Changes in bus routes and time schedules will take place only when properly authorized through the office of the District Administrator of Schools. Lack of compliance with this clause shall be considered failure to perform satisfactorily and may be used as cause for invoking Section 4.4 of the contract.
- 8.13 The transportation schedule may include mid-day runs for 4K and Early Childhood Special Education.
- 8.14 The Board of Education reserves the right to add, delete or alter routes during the period of the contract, within general estimates of routes to be operated and the total number of passengers to be transported.
- 8.15 The contractor shall be aware that at times schools will operate on a reduced time schedule and shall, therefore, be prepared for such deviations.
- 8.16 Routes for transportation of school children to Cassville Schools shall be limited to roads which are owned and maintained by the State of Wisconsin and or the city, Villages and Towns of the School District.
- 8.17 Regular bus routes shall be established which shall cause a pupil to be a passenger in a school bus for no more than seventy (70) minutes going to school or from school.

## SECTION 9 PUPILS

- 9.1 Pupils transported to school shall not be delivered to their destination more than twenty (20) minutes before school begins and no later than ten (10) minutes before school begins.
- 9.2 Kindergarten children who are transported to school and who live near a regular bus stop may be picked up or discharged with other children.

## SECTION 10 OTHER USES OF BUSES

- 10.1 The contractor agrees to furnish upon request, and in accordance with rates provided for in the transportation bid form and made part of the contract, such buses as the school system may need for transporting school children on field trips during the school day, for transporting students to athletic events and to other school sponsored activities in or outside the School District of Cassville.

- 10.2 The District shall have the first priority for the use of the buses of the contractor for services specific in the contract, including field trips and extra-curricular activities.
- 10.3 The contractor shall make available to the District an adequate number of buses on an “as needed” basis to transport student groups, classes, teams, etc. to locations designated by the district. The contractor shall, upon request for charter service, provide the estimated cost of service and the estimated mileage involved with the charter trip. The District shall attempt to provide a minimum of three (3) days’ notice.
- 10.4 The contractor shall be the non-exclusive provider of charter bus service to the District. The District reserves the right to contract with another service for vehicles not used for daily transportation (i.e. vans, motor coaches, etc.) even if the selected carrier offers this type of service.

## SECTION 11 MISCELLANENOUS

### 11.1 SAVE HARMLESS

The contractor shall agree to indemnify and save harmless the District and the District’s employee from and against all claims and demands of every nature arising out of injury to, or death of persons, or damage to, or loss of property caused by, or resulting in any manner from, the act or acts of omission, negligent or otherwise, of the contract, its agents or employees, in performing, or failing to perform, any of the services, duties or operations to be performed by said contractor under the terms of the contract.

### 11.2 NON-FAILURE

In the event that the contractor shall fail at any time to provide the transportation herein agreed to be provided; and in the event that such failure shall be caused solely and by reason of extreme weather conditions or impassable road conditions act of God, fire, riots, war, picketing, civil commotions or unavailability of fuel, such failure on the part of the contractor shall not be deemed to be breach of contract. The determination as whether road and weather conditions are such as to make it unsafe to transport pupils shall be made by joint and mutual agreement of the contractor and the District Administrator/designee. In cases when the contractor and the District Administrator/designee cannot agree, the District Administrator/designee shall make the final decision. For the period of time in which the contractor is excused from performance for any of the above reasons, the District shall not be liable to the contractor for payment.

### 11.3 REMEDY FOR PAYMENT

In the event the contractor shall fail to carry out the terms of conditions of the contract for any reason other than those specified above, the District shall, upon reasonable notice to the contractor, immediately have the right to furnish or cause to be furnished the transportation herein agreed to be furnished by the contractor, in any and every manner as shall be deemed fit and proper. The surety on the contractor’s performance bond, furnished hereunder, shall be immediately and directly liable to the District for the cost of such transportation and shall pay therefore on demand of the District to the extent of the amount of such performance bond. The contractor shall pay from the line of credit provided from a financial institution for such assurance.

#### 11.4 LIQUID DAMAGES

The District may assess liquidated damages against the contractor in amounts equivalent to the cost of specific services that are not performed by the contractor in the manner or degree specified in the contract. Such damages, when assessed, shall become credits to the District that shall be deducted from the contractor's monthly billing for transportation services provided.

#### 11.5 MAINTENANCE OF STANDARDS

The contractor shall maintain its services at no less than the level that has been established in prior years within the District, and it shall be assumed that the contractor is familiar with the level of service provided in prior years. In the event the District is not satisfied that the service is being maintained, it shall notify the contractor in writing of those items or events which vary from the past service standards. The contractor, upon receipt of such written notice, shall have a "reasonable time", as determined by the District, to remedy the situation. If the events or items are not rectified within the time limit as established by the District, the District shall have the right to find the contractor in default of the contract and exercise its options as specified under paragraph 11.3 above. The contractor shall explicitly agree that the sole right to determine the maintenance of the level of service and reasonable time for the contractor to comply is at the sole discretion of the District.

#### 11.6 MAPS AND SCHEDULES

The contractor shall provide to each school and the District, prior to the commencement of transportation service each year, a complete and accurate copy of all bus route maps and bus stop schedules. In addition, the contractor shall provide to each school the morning and afternoon routes to which each student is assigned. Any subsequent changes in the route maps and/or bus stop schedules shall be submitted to the District on a timely basis.

#### 11.7 BUS SCHEDULES AND TIMES

The contractor shall provide to the District by the last school day in September of each year a copy of each daily bus schedule, including the times of the first student bus stops in the morning, the arrival times of each bus at its school destination in the morning and the times of its last student drop-off after each route in the afternoon.

#### 11.8 RIDERSHIP

The contractor shall provide the District a report indicating the number of riders assigned to each bus route and the number of students actually riding the bus by the last school day of September of each year. Bus ridership shall be measured by a ridership count taken daily on each route during the third week in September of each year.

#### 11.9 In order to fairly compare bid rates, the attached schedules must be completed in their entirety.

The contractor may submit proposals or alternate school schedules, should the contractor feel such proposals would be advantageous to both the contractor and the District. Such alternate proposals must be bid on a PER BUS plus PER ROUTE PER DAY RATE, same as required of the base bid. Alternative rates may be considered by the District in the selection process.

#### 11.10 PARENT CONTRACT OPTION

The District retains its right to fulfill its transportation obligations to public, private and parochial students throughout the issuance of Parent Contracts with the students' parents.

#### 11.11 LATE BUS SERVICE

The contractor shall be the exclusive provider of late bus service, if provided, to the schools served by the District.

11.12 SUBCONTRACTING

The contractor may not subcontract any portion of the service specified in the contract without prior written approval of the District.



Exhibit A

RATE AND BID FORMS

School Bus Contractor: \_\_\_\_\_

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

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

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

Years of experience providing regular school bus service: \_\_\_\_\_

I have read the "School District of Cassville Transportation Service Bid" specifications and I understand their content and our obligations with regard to providing pupil transportation services to the School District of Cassville. I hereby submit the attached rates, method of rate adjustment and other required attachments. The rates being submitted shall be binding on our firm until June 30, 2020, or until I am notified that we were successful as bidder, whichever comes first. If our firm is awarded the contract, I guarantee that the rates submitted shall be the maximum rates that our firm may charge during the first year of the transportation contract. I certify that I have the authority to sign this bid submission and bind my firm to the rates submitted and the obligations associated with the award of this transportation contract.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Answer the following questions in detail:

1. What will be your procedure for hiring and firing drivers and managers? Will the School District of Cassville have any input in this area?
  
2. If the District is happy with the present drivers and manager, will they have an opportunity to be hired by your company?
  
3. What types of in-service will you have for your employees? How often will you have these in-services?
  
4. Where will buses be housed? Where will your operations be headquartered? Do you own or intend to build or buy any facilities in the School District of Cassville?
  
5. Where will gas or diesel for buses be bought or stored? What procedure will be used for filling the buses?
  
6. What type of bus engine will you be providing our district? Gas or Diesel? List buses with the following information:

BODY

CHASSIS

MODEL YEAR

## ROUTE DESCRIPTIONS

### AM & PM ROUTES

  4   routes of 1 hour or less (Includes one special education (disability) bus)  
  0   routes of 1  $\frac{1}{4}$  hour  
  0   routes of 1  $\frac{1}{2}$  hour  
  0   routes of 1  $\frac{3}{4}$  hour

- Cassville currently runs   4   daily routes (Includes one special education (disability) bus)
- Cassville AM & PM daily routes for 2018-2019 ran approximately  54,000  miles.
- Cassville runs   0   shuttles between schools per day.
- We pick up some students under hazardous route conditions using the regular route buses.
- Cassville's extra-curricular and field trips for 2018-2019 year were:
  - 258  hours
  - 4357  miles

**THE BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS**

<b>AM-PM ROUTES</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
Daily Charge per day, per route					
Early Childhood rate per mile (if needed)					
Hazardous Route pickups that are part of a regular route					
Van rate per mile Minimum charge					
Coach for special trips: <ul style="list-style-type: none"> <li>• Per hour</li> <li>• Per mile</li> <li>• Minimum trip</li> </ul>					
Extra-Curricular <ul style="list-style-type: none"> <li>• Per hour</li> <li>• Per mile</li> <li>• Minimum trip</li> </ul>					

Mark bid “School Transportation Bid - School District of Cassville” and send bid to:

Mr. John Luster  
District Administrator  
715 E. Amelia Street  
Cassville, WI 53806