# School Administrative Unit #7 Colebrook, Columbia and Clarksville School District 21 Academy Street Colebrook, NH 03576 603-237-5571

October 27, 2020

**Dear Transportation Contractor:** 

Enclosed is a Request for Proposal on the School Bus Transportation for the Colebrook, Columbia and Clarksville School Districts. If you are interested in submitting a proposal please complete the Cost Statement, Good Faith Statement, and the Experience/Performance Statement.

Detailed information, concerning current routes and stops, has been enclosed as a guideline.

Please email the Business Administrator of SAU #7 at <a href="mailto:ccovill@sau7.org">ccovill@sau7.org</a> if you require further information about the needs of the Districts or our general requirements. All inquiries will be answered by email and sent to all prospective bidders.

An original and four (4) copies of your proposal must be submitted on your letterhead with the signature of an authorized representative. All proposals must be on the forms provided and signed by the individual, partnership or corporation making the same; when made by a corporation, proposals must be signed by the officers thereof authorized to bind it by contract and be accompanied by a copy, under seal, of his authority to sign. Additional pages may be attached, dated, and signed by an authorized representative of the contractor, if additional space is required to provide a complete proposal. Proposals submitted by facsimile or electronic mail will not be accepted.

#### **BID DUE DATE**

All proposals must be submitted on the forms attached, sealed, labeled "Transportation Proposals" and delivered to the Office of Superintendent of Schools, 21 Academy Street, Colebrook, NH by 4:00 p.m. on November 23, 2020.

# **BID ACCEPTANCE AND REJECTION:**

The School Districts within SAU #7 reserve the right at their sole discretion to accept any Bid and reject any Bid; to award the Bid to other than the low Bidder whom the School Districts in SAU #7 in their sole and absolute discretion determine will best serve the School Districts in SAU #7; to accept the Bid on one or more items of the proposal, on all items of the proposal or any combination of items of the proposal. The School Districts reserve the right to waive any informality in, or reject any or all Bids or any part of any Bid. Any Bid received after the time and date specified shall not be considered. The School Districts also reserve the right to negotiate with any individual Bidder.

Bidders are responsible for all costs in preparing their Bids. The School Districts in SAU #7 will make a good faith effort to negotiate an agreement with the selected Bidder. In the event such an agreement cannot be reached to the satisfaction of the School Districts in SAU #7, then the School Districts in SAU #7 reserve the right to terminate negotiations with no obligation to the apparently selected Bidder and to enter into any agreement with any other Bidder of their choosing.

Thank you for your interest.

Sincerely,

Cheryl A. Covill Business Administrator

Enclosures: Request for Proposal

**Good Faith Statement** 

**Cost Statement** 

Statement of Experience

School Calendar & Sample Sports Schedule

# **GOOD FAITH STATEMENT**

# To Whom It May Concern:

The undersigned represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other proposer for the same work; that he has informed himself fully in regard to the Specifications for furnishing School Bus Transportation, dated July 1, 2021, to June 30, 2026, for the Colebrook, Columbia and Clarksville School Districts in New Hampshire, and has made his own examinations and estimates and from them makes this proposal.

The undersigned understands that each of the respective Colebrook, Columbia and Clarksville School Boards reserve the right to waive any formalities, to reject any and all proposals or any part thereof, and/or accept any proposal or part thereof, or to select a proposer whose proposal is not the lowest, which it considers to be for the best interest of the Colebrook, Columbia and Clarksville School Districts.

With the above understanding, the undersigned proposes to furnish to the School Districts' bus transportation and to comply in all respects with said specifications for the sum or sums stated.

COMPANY:	
ADDRESS:	
NAME (printed):	
SIGNATURE:	
TITLE:	
DATE:	

# COLEBROOK SCHOOL DISTRICT COLUMBIA SCHOOL DISTRICT CLARKSVILLE SCHOOL DISTRICT

# STATEMENT OF BUSINESS EXPERIENCE AND ABILITY TO PERFORM

1.	How long	have you been in the School Transports	ation Business?	Years
2.	How man	y school buses do you own at present?	Buses	
3.	What Sch	ool District contracts do you now hold?	(Add separate sheet	if necessary.)
	a		_ No. of Buses	
	b		_ No. of Buses	
	c		_ No. of Buses	
5.		fice personnel, telephone numbers, main motor vehicle equipment, other.	tenance staff, mainten	
6.		an for location and garaging of buses use chool Districts.	ed to provide transpor	tation services
7.	Other			
, .	a.	The Proposer shall provide copies of the safety program, personnel policies, and		ee training program,
	b.	The Proposer shall provide three (3) cu	arrent references.	
	c.	Evidence from an insurance or surety of State of New Hampshire, that the prop		
	d.	Evidence from an insurance company Hampshire of the proposer's insurabili	licensed to do busines	-
	e.	If the Proposer is a corporation, a copy sign documents binding on the corporation	, under seal, of the si	gner's authority to
	f.	The Proposer must describe any pendiperoceedings, arbitrations or mediations proceedings, arbitrations, or mediations	ng legal proceedings, s and any legal proceeds that have been reso	edings, administrative
יים		years in which the Proposer was a part	•	
	OPOSER			
	DDRESS:	ed):		
11/	zivir (bitti	cu <i>)</i>		
		Signature	Title	 Date

# REQUEST FOR PROPOSAL SCHOOL BUS TRANSPORTATION

#### **SECTION I**

The Colebrook, Columbia and Clarksville School Boards are requesting proposals from responsible parties to provide transportation of all school children in grades K-12 eligible for transportation under RSA 189:6-RSA 189:9 and designated as eligible by the School Boards in their sole discretion, as assigned to routes by the School Boards and who live on town/state maintained roads. This is not meant to be construed as the only routes for future student pickup/drop-off points, but is provided simply by way of example. This bid also includes transportation for co-curricular sports, co- curricular activities, and inter-school transportation. The length of the contract will be five years. Transportation will start July 1, 2021 and ending June 30, 2026, unless changes occur to the school district structure.

# **GENERAL CONDITIONS:**

- 1. The proposal package will include one combined route between Colebrook/Columbia student residents as well as one (1) bus for Columbia and three (3) routes for Colebrook. Clarksville School District will require one (1) bus route.
  - An additional bus maybe needed to transport students to/from Colebrook to Canaan, VT.
  - The length of the contract will be for five (5) years from July 1, 2021 June 30, 2026.
- 2. All proposals must be submitted on the official forms (attached hereto), sealed, labeled "Sealed Transportation Proposal" and delivered to the Office of the Superintendent of Schools, 21 Academy Street Colebrook, NH 03576, by 4:00 p.m., November 23, 2020.
- 3. Review and awarding of the contract by the School Boards will be within forty-five (45) days from the proposal opening; however final award of the contract is contingent upon approval at the March 2021Annual School District meetings.
- 4. All proposers shall submit, with their proposals, evidence from an insurance or surety company, licensed to do business in the State of New Hampshire, that it shall provide the proposer with a performance bond in the amount required herein if the proposer is successful.
- 5. Contract shall be based on one hundred eighty (180) school days. In the event the school year is extended beyond the 180 days the District agrees to pay the successful proposer for each additional day on a pro- rated basis based on the annual contract rate for the year. The District(s) reserve the right to cancel or modify scheduled school days and to change the school year calendar for any reason including but not limited to weather, epidemics, governmental orders, or other emergencies. In the event the successful proposer transports students for less than 180 days for any reason, the successful proposer agrees that the annual contract rate shall be reduced on a pro-rated basis based on the number of days the successful proposer actually transports students.

- 6. The successful proposer will appoint a qualified supervisor who will have general and overall supervision of the buses operating under the contract and the daily operations for the delivery of transportation services to the Districts. He/she must be available to at all times during school hours and school bus transportation hours of each day during the year. The qualified supervisor must also be immediately available on an on-call basis to respond to emergencies while buses are operating for field trips, athletics, late buses and other transportation provided other than regularly assigned routes.
- 7. Should any prospective proposer desire clarification or interpretation of any items in the advertisement, request for proposal, general conditions and specifications, he shall request such, in writing by email, from the Business Administrator, S.A.U. #7, Colebrook, NH.
  - The School District(s) shall pay the successful proposer for transportation services on a monthly basis on or about the 15th of each month. Payments will be made over a ten (10) month period starting in September and ending in June.
- 8. The competency, responsibility, experience, reputation, and financial standing of the proposers will be considered in making the award. Each of the respective School Boards reserves the right to reject any or all proposals, wholly or in part, to waive any formality therein, to accept any proposal even though it may not be the lowest proposal, and to make award which in its sole and absolute judgment will best serve the School Districts' interests. Proposers shall propose specifications and any exceptions must be noted.
- 9. In addition to any other rights the School Boards may have, the School Boards shall have the right to declare the successful proposer in default if (a) the successful proposer becomes insolvent; (b) the successful proposer makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition in bankruptcy is filed by or against the successful proposer.
- 10. The contract may be terminated by the School Board(s), together or individually, for unsatisfactory performance of the contract or if conditions arise making transportation of pupils unnecessary. In instances of unsatisfactory performance, the School Board(s) shall give written notice to the successful proposer citing the unsatisfactory performance and giving the successful proposer a minimum of fourteen (14) days to improve its performance to the satisfaction of the School Board(s). If the performance of the successful proposer does not improve to the satisfaction of the School Board(s), within the specified notice period, the School Board(s) may terminate the contract by providing written notice to the successful proposer, notifying it of final termination fourteen (14) days from the postmarked date of said notice.
- 11. If conditions arise making transportation of School District pupils unnecessary, the School Board(s) shall give the successful proposer fourteen (14) days' written notice of the final termination date of this contract. The conditions include but are not limited to the School Districts in SAU #7 merging or consolidation.
- 12. The contract may be terminated by the School Boards(s) individually if the respective legislative body at an annual meeting for any of the years that are within the anticipated term of the contract, fails to approve an appropriation for the cost of the contract for the subsequent year, and there are no other lawful means of funding the coverage. The

School Board(s) will provide notice of the non-appropriation and resulting termination of the contract within sixty (60) days of the legislative action. The School Board(s) shall seek the requisite appropriations in good faith. The availability of a lower cost or otherwise preferable transportation alternative during the term of the contract shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that the appropriations are not available.

- 13. After termination of the contract, the School Board(s) may employ another contractor to complete the terms of this contract, and, in the case of termination for unsatisfactory performance, hold the successful proposer herein responsible for any extra or added expense, loans, or damages suffered by the School District(s).
- 14. Any termination of the contract by the School District(s) shall be without cost or penalty to the School District(s). The School Districts(s) shall only be liable to pay the successful proposer amounts due to the successful proposer as of the date of termination.
- 15. The successful proposer as detailed below will be required to indemnify the School Districts for any loss that they may sustain from any cause arising out of the performance or lack of performance of the contract by the successful proposer. The indemnification provision will survive termination or expiration of the contract.
- 16. Liquidated damages (not a penalty) shall be paid by the successful proposer in the amount of \$500.00 to the Districts for each instance of non-performance of the duties and responsibilities such as those outlined below:
  - a) Video/audio recordings and/or GPS records not provided within 48 hours of request when request has been made no later than ten school days following the taping of the requested video/audio tape.
  - b) Each day beyond August 10<sup>th</sup> that bus routes are not provided to the Districts.
  - c) Each day beyond the 10<sup>th</sup> school day that the bus ridership rosters are not provided to the Districts.
  - d) Constantly late for student pick-up or constantly arrive early for student drop off at school
  - e) Failure to provide the required number of buses or drivers.

The Districts' Business Administrator shall make notification in writing of each assessment of liquidated damages. If in any given contract year there are only four (4) instances of liquidated damages, all liquidated damages incurred shall be waived. However if there are more than four (4) instances of liquidated damages in any given year, liquidated damages for all instances shall become immediately due and payable. The District shall deduct the total amount due for all liquidated damages incurred from the monthly billing. For the remainder of that year no liquidated damages shall be waived.

#### **INSURANCE**

The successful proposer shall, at its sole expense, purchase and provide all such insurance as will properly protect it and the District, the School Boards, the Superintendent of Schools, SAU #7 and the respective officials, agents, employees, and volunteers of each from any and all claims, demands, actions, and causes of action, damages, cost loss of services, expenses (including legal expenses), and compensation, including but not limited to, any and all claims for personal injury, death and property damage which may, in any way, arise from or out of the operations of the successful proposer pursuant to the terms of the contract, whether such operations are performed by the successful proposer 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.

Insurance certificate and policy endorsements for worker's compensation, general liability, and commercial automobile liability insurance, with the minimum coverage set forth below. The District, the School Boards, SAU #7 and the Superintendents of Schools shall be named as additional insured on the general liability and automobile policies. The Certificate shall provide that the insurance is not cancelable without thirty (30) day's written notice to the School Districts.

Commercial General Liability

General Aggregate 2,000,000 Each Occurrence Injury 1,000,000 Medical Expense (Any One Person) 5,000

Commercial Automobile Liability

Combined Single Limit 1,000,000 Uninsured Motorist Combined 1,000,000

Single Limit

Including Coverage for Scheduled, Hired & Non-owned Autos

Workers Compensation Limits as required by State Law

Umbrella Liability 5,000,000

The General Liability policy shall contain coverage for Abuse & Molestation Liability at a limit of \$1,000,000 per each loss and \$1,000,000 aggregate and proof of coverage must be submitted with the certificate of insurance.

To the maximum extent permitted by law, the successful proposer shall indemnify, defend, and hold the Colebrook, Columbia and Clarksville School Districts, the Colebrook, Columbia and Clarksville School Boards, SAU #7, the Superintendent of Schools/Business Administrator and their respective officials, agents, employees, and volunteers of each harmless from any and all claims, demands, actions and cause of action, damages, cost, loss of service, expenses (including legal expenses), and compensation, including but not limited to any and all claims for personal injury or death and property damage which may, in any way, arise from or out of the operation of the successful proposer pursuant to the terms of the contract, whether such operations be performed by the successful proposer 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. The indemnification requirement shall survive termination or expiration of the contract.

The successful proposer shall provide unemployment compensation and workers' compensation coverage at the successful proposer's sole expense for all employees hired by the successful proposer pursuant to this contract and as required by applicable law. Certification of insurance and policy endorsements shall be filed with the Superintendent as agent for the Board, prior to the effective date and shall be subject to approval by the Board for adequacy of protection.

The successful proposer shall maintain Workers Compensation insurance for all employees engaged in the transportation of students. All bus drivers and other personnel engaged in the transportation activities set forth in the contract are the employees of the successful proposer. The successful proposer will immediately notify the School District(s) if the successful proposer receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intend(s) to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the School District(s) as an additional insured.

# **SECTION II**

# **ROUTES AND SCHEDULES:**

The School Boards consider route optimization to be of the utmost importance.

- 1. The successful proposer shall prepare a bus transportation schedule including routes, scheduling and student pickup lists. In no case shall any proposed route require a student to be on a bus for more than fifty (50) minutes. A copy of the present routes is available for examination by proposers (attached). Route optimization is to be completed and is to be presented to the Superintendent of Schools/Designee(s) no later than August 15<sup>th</sup> of each year. The School Board(s) reserve(s) the right to make changes in the bus routes as the School Board(s) determine(s) to be in the best interest of the School District(s). Final determination of schedules and routes shall be vested in the School Board(s) and/or Superintendent(s)/Designee(s).
- 2. The successful proposer will maintain routes and time schedules as set forth above and will give prompt notice to the Superintendent or Business Administrator if any difficulty develops. Changes in the bus routes or time schedules will be made only when properly authorized by the Superintendent or Business Administrator. The first priority of the successful proposer shall be the routine daily transportation of students to and from school.
- 3. Proposers must satisfy themselves by personal investigation of the area served, by study of the opening and closing schedules, and by study of enrollment statistics as to the length and number of runs necessary and the equipment and personnel needed to supply the transportation called for in the specifications.
- 4. The successful proposer agrees to review all routes on an annual basis to maximize efficient use of buses while maintaining student ride times as established by District policy.
- 5. Field Trips: Field trips are scheduled for the most part during school hours. There may be occasions when certain trips will run beyond the normal school day
- 6. Athletic Events: Athletic events are scheduled for the most part after school hours. There may be occasions when certain trips will run into the normal school day.
- 7. Routes will be assigned a regular driver. These route assignments will take precedence over assignments to charters and special assignments.

# 8. FOR INFORMATION ONLY (subject to change): The School Day:

School	Start Arrival time	Dismissal
Colebrook School District	For Breakfast	
Colebrook Academy and Elementary	7:30 AM	2:40 PM
School		
Colebrook Technology Education Bldg.	7:35 AM	2:35 PM

Note arrival and dismissal time applies to Columbia students who are transported to Colebrook

# **Clarksville School District**

Transported to Pittsburg School 7:30 A.M. 2:35 P.M.

Whenever possible, students picked up first in the morning will be the first students delivered to their respective bus stops in the afternoon.

All students must be delivered to their appointed schools by the opening time and shall be picked up at closing time.

Except for the successful proposer's employees, drivers shall not permit, without prior permission of the Superintendent or designee, to transport any person other than a school officer, teacher or chaperone, while transporting students.

# **Regular Bus Route Transportation:**

The following is a summary of the current bus routes. This is not to be construed as the only routes for future student pickup/drop-off points. Students will be transported on all town roads. All routes are reviewed annually to determine the most advantageous route for students.

# **Colebrook School District**

# Approximately 20-25 students and 60 miles/day Route # 1

Route 26 Harvey Swell Road, Windswept Lane, Munn Road, Diamond Pond Road and Carlton Hill Road

# Approximately 20-30 students and 30 miles Route # 2

Rte. 3 North to Colebrook Town Line and Route 145 to South Hill Road.

# **Colebrook and Columbia School Districts (combination run)**

# Approximately 15-25 students and 45 miles/day Route # 3

Bungy Road, Colburn Road, East Colebrook Road

# Columbia School District Route # 4

Approximately 30–35 students and 80 miles/day

Route 3 to Meridan Hill Road, Route 3 Harvey Brook Road, Route 3 Trask Road, Trailer Park Route 3 south and Trailer Park need Colebrook line to Colebrook Schools.

# Clarksville School District-Clarksville NH

# Approximately 20–25 students and 70 miles/day Route #5

Rte 3, West Road, Route 145 to Clarksville Pond Road, Old County Road, Rte 145 South to Stewartstown Town Line, Moose Mountain Road

Any turnaround areas are the responsibility of the successful proposer who must obtain permission from landowners, maintain the turnarounds for winter use, and determine the safety of the location for loading and unloading students.

# **Colebrook School District**

# **Inter-School Transportation**

The following schedule reflects our projected inter-school transportation needs during the school day. Please list your bids based on programs as the schedule could change each year based on the school district's needs. This will be reviewed on annual bases even though we are requesting a five years bid.

Transportation to/from Canaan, VT with students participating in the Collaborative Programs. The following is a projected schedule:

# Schedule:

AM: 7:40 AM Leave Colebrook travel to Canaan and return

AM: 10:40 AM – Leave Colebrook, travel to Canaan and return

PM: 2:00 leave Colebrook, travel to Canaan and return.

#### **SECTION III**

## **BUSES:**

- 1. At no cost to the District(s), all vehicles provided by the successful proposer shall comply in every respect with all local, New Hampshire State and Federal Laws, regulations and ordinances applicable and pertaining to the transportation of pupils in effect at the commencement of the contract period and promulgated during the life of the contract period 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 School Boards. All vehicles shall be subject to the customary inspections conducted by the State Motor Vehicle Department each year for school buses with copies of the inspection to be forwarded to the Superintendents of Schools.
- 2. All vehicles, including but not limited to bus chassis, motor, and bus body, shall be no older than ten (10) years past the manufacture date at the starting date of the contract and no older than 10 years past the manufacture date at each succeeding anniversary date.
- 3. The successful proposer agrees to provide buses, which shall have a maximum capacity of seventy-one (71) passengers. Please submit an equipment list with your proposal. Each year by April 15, the successful proposer shall notify the Business Administrators of the School Districts how many buses will be replaced in the upcoming year and the decision as to the size of the replacement buses shall be made by the Business Administrators in collaboration with the successful proposer.
- 4. The successful proposer shall have available a minimum of three (3) spare buses with a minimum capacity of seventy-one (71) with spare drivers available, which meets the Districts' transportation needs for to/from school, field trips and athletic events.
- 5. In the event an additional bus is needed to cover daily bus routes the School Board(s) will notify the successful proposer in writing with a minimum of thirty (30) days' notice. Any increase in the number of buses needed shall result in an increase in cost to the School District(s) at the rate established on the proposal forms under "cost per day per bus for one (1) bus if additional bus is needed" line item. If fewer buses are needed, the contract amount shall be decreased at the rate established on the proposal form under "cost per day per bus for one (1) bus if additional bus is needed."
- 6. Snow tires or all-weather treads shall be required on all buses during the winter months (October through April).
- 7. Chains may be provided at the discretion of the successful proposer.
- 8. All vehicles used under the contract shall be stored at an area provided by the successful proposer at the successful proposer's own expense. The successful proposer shall assume full responsibility and liability therefore.
- 9. Each bus shall bear its current route number on both sides so that it is easily visible.
- 10. All vehicles must have a pre/post trip inspection as outlined by the Department of Safety, daily. Daily inspection will include but not be limited to: brakes, lights, tires, radiator,

oil, gas, heaters, and all safety appliances and accessories. Records of such inspections shall be maintained, and further, odometer readings shall be recorded in the morning and afternoon of each working day. These records shall be made available to the School Board(s) on demand.

- 11. A regular schedule for servicing all vehicles shall be maintained and shall include but not be limited to: oil, grease, tires, battery, brakes, and all safety appliances and accessories. All contractual services, maintenance, management, operational labor, etc., shall be the responsibility of the successful proposer at its sole cost. Each of the respective Districts reserves the right to review maintenance records. The District(s) has the right to request maintenance on any bus or vehicle it believes to be in need of service and the successful proposer shall provide the maintenance at the successful proposer's sole cost. The District(s) failure to request maintenance shall not exempt the successful proposer from its duty to maintain the vehicles.
- 12. Buses shall not be operated at an excessive speed, but always in a prudent and reasonable manner, with due regard for the safety and welfare of the pupils transported and must at all times comply with Federal, State, and Local laws and regulations.
- 13. When traveling on school grounds, buses shall follow the traffic patterns established by the School Boards and/or Superintendents. All buses shall observe a "no idling" rule.
- 14. Each bus shall be equipped with a two-way radio for communication purposes, which shall be capable of two-way communication with a base station, provided by the successful proposer. For any vehicle traveling outside of the range of radio coverage, successful proposer must provide the vehicle with a cellular telephone for emergency use. Successful proposer agrees to inform and train its drivers and monitors on the appropriate use of any communication devices. Drivers shall only operate the communication devices pursuant to state and federal laws and regulations.
- 15. Each bus shall be equipped with a digital video camera with audio capabilities. Each digital camera shall be locked and inaccessible to students and drivers. Each camera shall be checked before the first trip of the day to verify that date and time settings are correct. Successful proposer shall prominently display a sign in each District(s) vehicle informing occupants that the audio video recordings are occurring as required by RSA 570-A:2, II(k). Successful proposer shall comply with the District(s) requirements on the retention and reviewing of all recordings.
- 16. Each bus shall be equipped with a global positioning system (GPS) which tracks in real time and records bus movements including, but not limited to, speed, location, door and sign activation. GPS records and information shall be retained for a period of at least three years, and made available to District(s) upon request.
- 17. The District(s) reserves the right to contract out transportation services to other carriers in specific instances when there may be unique circumstances in providing transportation for students, including but not limited to special education when a lack of available buses or drivers limits the ability of the successful proposer to meet the District(s) requirements, requests for field trips/athletic events when a coach bus is requested for a specific trip, or when the successful proposer cannot provide the required service.

#### **SECTION IV**

# **STAFF**

# **DRIVERS - BUS OPERATORS:**

The successful proposer shall be required to provide bus operators who possess the following qualifications prior to the appointment:

- 1. All bus operators shall have a New Hampshire School Bus Certificate. School Board(s), Superintendent(s)/Designee(s) shall have the right to require the removal of a driver.
- 2. All bus operators shall be a minimum of twenty-one (21) years of age. A request for a waiver of this clause may be made, in writing, to the Superintendents of Schools of the School Districts.
- 3. Bus operators shall undergo a physical examination annually and otherwise in keeping with RSA 200:37
- 4. All bus operators shall be careful, courteous, of good health and reputable character, and must be capable of maintaining discipline and good public relations between the students and the public and between the School Boards and the public.
- 5. The successful proposer shall be required to furnish the Superintendent(s) of Schools/Designee, prior to the annual opening of school, and thereafter before the employment of other operators or substitute operators, the following information:
  - a. Name of Operator
  - b. Residence Address
  - c. Telephone Number
  - d. Certificate of Physical Examination
  - e. Record of Previous Driving Experience
  - f. Date and Number of Current School Bus Certificate
  - g. Bus or Route Assignment
  - h. Evidence that Satisfactory References have been Received and Verified
  - i. Evidence of Criminal Record Check including fingerprinting
- 6. The School Districts have established guidelines, rules, regulations and policies relating to student conduct and discipline while the pupils are being transported by the contractor. The successful proposer certifies that it is familiar with such guidelines, rules, regulations and policies and agrees to abide by them. The successful proposer will be responsible to carry out those guidelines, rules regulations and policies. No student may be refused transportation except by order of the Superintendent(s) of Schools or his/her designee.
- 7. No operator shall allow children to leave the bus except at scheduled stops unless authorized by the Superintendent(s) of Schools or his/her designee.

- 8. Operators are to remain on the bus at all times when children are aboard; unless relieved by authorization of the bus contractor.
- 9. Drivers shall not use any tobacco or alcohol products or illegal substances while in a bus. Drivers shall not use electronic devices other than successful proposer-provided two-way communication radios for making calls, texting or any other use while in a bus.
- 10. Drivers shall make certain that all children are seated before moving the bus after each bus stop.
- 11. Bus drivers do not have the authority to refuse any child, who is eligible for transportation, the right to ride a bus and do not have the authority to remove any child from a bus, with the exception of instances when the safety and well-being of others are threatened.
- 12. All buses and operators must be available on one (1) hour notice for early closing of one or more schools in emergencies and upon one (1) day notice for early closing of school for all staff workshops, in-service meetings, parent conferences, or other activities scheduled in advance.
- 13. Successful proposer shall be staffed with trained bus personnel, serving as operational backup during all regular, special education and co-curricular runs if applicable. All drivers are employees of the successful proposer.
- 14. Each bus driver and monitor will have criminal records check and a motor vehicle background check paid for by the successful proposer as required by the Districts' policy and RSA 189:13-a. The District(s) may require the successful proposer to remove any bus driver or monitor when it determines it is in the best interest of the District(s). No bus driver or monitor shall be considered an employee of the District(s) and the successful proposer alone shall be responsible for the acts, omissions, conducts or control of any and all personnel in its employ. Each driver shall be required to have a DOT physical prior to school opening bi-annually or as state law requires within thirty (30) days (new drivers) of school opening.
- 15. The successful proposer shall provide mandated driver training for all employees at its own cost. Training must include at a minimum but not limited to: bus drivers' responsibility and how to handle student behavior issues, emergency evacuation plans and pretrip inspections.
- 16. The successful proposer shall obtain physicals and substance abuse test in accordance with state regulations on all drivers on a regular basis.
- 17. The successful proposer, supervisors, monitors, and drivers will maintain strict confidentially relating to all student information.
- 18. The successful proposer shall evaluate employees on a regular basis.
- 19. The successful proposer and all of its drivers must adhere, at all times to applicable District(s) policies regarding student conduct and bus transportation and will be

- responsible for the safety, welfare, conduct and control of the pupils whom he is transporting.
- 20. All bus drivers will meet with a designated representative of the Districts in August of each year to review the student discipline policy for students to follow while riding the buses. All bus drivers will enforce reasonable rules of behavior as required by each District and the successful proposer. Operators shall report in writing to the applicable District, on a form provided by that District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus no later than 10:00 a.m. on the next school day.
- 21. Bus drivers or monitors may not use any tobacco products while on a bus or while on the District's property.
- 22. If successful proposer knows or should have known that a driver or monitor assigned by the successful proposer to perform services under the contract is charged and/or convicted of any traffic violation or other crime, the successful proposer shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver or monitor, date of violation or crime, and nature of violation or crime.

# **BUS EVACUATION DRILLS**

The successful proposer shall be responsible for Bus Evacuation Drills that are to be performed twice a year as required by the Department of Safety. The successful proposer must coordinate the Bus Evacuation Drills with the Building Administrator.

# ACCIDENTS/BREAKDOWNS

The successful proposer will notify the Office of Superintendent as soon as possible on the day of an occurrence of accidents, breakdowns or mechanical problems with the transportation of students. The successful proposer agrees to provide spare vehicles of equal capacity and capabilities as the regular route buses, with an available driver, in the event that any vehicle in the fleet is inoperative for any reason, at no cost to the District and shall so locate said additional bus as to be prepared to reach any point of breakdown within sixty (60) minutes of such breakdown.

Accidents must be reported as soon as possible so arrangements for student release can be made. The successful proposer shall file a written report with the Superintendent of Schools within twenty-four (24) hours and shall attach copies of any and all police or other reports. The successful proposer's staff must be trained in the school's emergency response plan.

# AREA OF COVERAGE

All school buses are to be capable of being driven out of state – minimum area: Maine, Vermont, New York, Massachusetts and Canada.

The successful proposer will adhere to all school policies and procedure.

# **GENERAL CONDITIONS**

Final award of the contract to the successful bidder will not be valid until the appropriation is approved by voters at the 2021 Annual School District meetings and a contract is signed by the individual School Districts and the successful bidder.

The contract may be amended by mutual consent of both parties at any time for changes in the transportation schedule or route to be covered. No amendment of the contract shall be valid unless made in writing and signed by the parties.

The contracts may be terminated by the District for unsatisfactory performance of the contract or if conditions arise making transportation of students unnecessary. The District shall give written notice to the successful proposer citing the unsatisfactory performance and giving the successful proposer fourteen (14) calendar days to improve its performance to the satisfaction of the District. If the performance of the successful proposer does not improve to the satisfaction of the District within the fourteen (14) calendar day period, the District may terminate the contract by giving written notice to the successful proposer, notifying it of final termination (14) calendar days from the date of receipt of said notice.

If conditions arise making transportation of the District student unnecessary, the District shall give the successful proposer fourteen (14) calendar days written notice of the final termination of the contract. The conditions include but are not limited to the School District(s) in SAU #7 merger or consolidation with another SAU.

In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention, or operation of the transportation services described in the contract, and funds are otherwise unavailable by any means whatsoever for any fiscal period in which payments for the transportation services are due under the contract, the District(s) shall, not less than sixty (60) calendar days prior to the end of the fiscal period for which funds have be appropriated, notify the successful proposer, in writing, of such occurrence. The contract shall terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the District(s) of any kind, except as to the portion of this agreement for which funds have been appropriated and budgeted or are otherwise available, and except for any of the District(s)' other obligations under this agreement accruing or arising prior to such termination.

Any termination of the contract by the School District(s) shall be without cost or penalty to the School District(s). The School Districts(s) shall only be liable to pay the successful proposer amounts due to the successful proposer as of the date of termination.

# FORCE MAJEURE

In the event either party is unable to perform its obligation under the contract because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action, epidemic or any other emergency or condition or cause beyond the party's control, the party's performance under the contract shall be excused.

# **SECTION V**

# **FUEL/MILEAGE:**

1. The successful proposer shall provide all the fuel required to operate the buses and the cost of fuel is to be included in the proposal price. The proposer shall be responsible for noting, in the bid documents, the price per gallon for fuel used in calculating the bid price. The proposer will provide copies of fuel invoices.

# "COMBINED BID FORM" COLEBROOK/COLUMBIA SCHOOL DISTRICTS BID SPECIFICATIONS COST STATEMENT

All vehicles, including, but not limited to, bus chassis, motor, and bus body, shall be no older than ten (10) years at the starting date of the contract and no older than ten (10) years at each succeeding contract anniversary date.

	2021-2022	2022 -2023	2023 - 2024	2024 - 2025	2025 - 2026
REGULAR ROUTES COST PER DAY PER BUS					
FOR 5 BUSES			·		
COST PER DAY PER BUS BUS – IF ADDITIONAL BU NEEDED					
<b>FIELD TRIPS</b> COST PER MILE PER BUS					
COST PER HOUR/ CONTINUOUS WAIT TIMI	Ξ	_			
MINIMUM CHARGE/ IN DISTRICT					
MINIMUM CHARGE/ OUT DISTRICT					
<b>ATHLETIC TRIPS</b> COST PER MILE PER BUS					
COST PER HOUR/ CONTINUOUS WAIT TIME					
MINIMUM CHARGE /IN DISTRICT					
MINIMUM CHARGE /OUT DISTRICT					

	GALLON FOR FUEL USED IN Contractor with proof of purchase		(to be
BIDDER:			
ADDRESS:			
NAME:			
	Signature	Title	Date

# SINGLE DISTRICT CLARKSVILLE SCHOOL DISTRICT BID SPECIFICATIONS COST STATEMENT

All vehicles, including, but not limited to, bus chassis, motor, and bus body, shall be no older than ten (10) years at the starting date of the contract and no older than ten (10) years at each succeeding contract anniversary date.

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026		
REGULAR I COST PER D							
COST PER GALLON FOR FUEL USED IN BID: (to be completed by Contractor with proof of purchase)							
BIDDER:							
DIDDEK.							
ADDRESS:							
NAME:							
	Signature		Title	I	Date		

# Colebrook School District

The following is a sampling of trips and locations:

All trips are in New Hampshire unless specified. An average of one game unless stated. This does not include tournament games.

# Soccer:

Girls and Boys Varsity, Junior Varsity, Junior High School

**Profile** 

Groveton

Lisbon

Pittsburg

Canaan, VT

Woodsville

Gorham

Linwood

Moultonboro

White Mountains Regional

# **Basketball:**

Girls and Boys Varsity, Junior Varsity, Elementary and Junior High.

Destination Est. # Games (if more than 1 per year)

Pittsburg	5	Whitefield	
Canaan, VT		Berlin	Southern NH 1 trip
Gorham	3	Lisbon	Woodsville
Lancaster	2	Linwood	Littleton
Groveton	6	Profile	

# Baseball and Softball

# Girls and Boys Varsity and Junior Varsity

Groveton	Stratford	Profile
Lisbon	Gorham	Pittsburg
Canaan, VT	Woodsville	Berlin
White Mtn. Regional	Moultonborough	Woodsville

Southern NH Linwood