

Wyoming City School District

Request for Proposal for Pupil Transportation Services

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General Conditions

Introduction

The Board of Education (the “Board”) of the Wyoming City School District, Wyoming, Ohio (the “District”) is requesting Proposals for the provision of pupil transportation services to meet the requirements of the District and in full compliance with all laws and regulations governing the transportation of pupils in the state of Ohio for a period beginning May 1, with transportation services operational by August 1, 2019.

The Wyoming City School District serves children in the City of Wyoming, Ohio, a small residential community of 2.8 square miles. Wyoming offers the advantages of both a small town and the amenities of a big city. This progressive community of 8,300 residents has long-valued and supported education at the absolute highest level. Their expectations are reflected in the commitment of the school district to provide an “excellent” education for each student through rigorous academics, an outstanding faculty, individual attention, and enrichment opportunities.

The District enrollment for FY20 is projected to be 2032 students. The District operates from five buildings, comprised of three primary schools, one middle school and one high school. The district currently transports students who live more than 1.25 miles from their building and are in grades kindergarten through 8. For more information about the District please visit our website at www.wyomingcityschools.org.

These specifications outline the requirements and conditions for furnishing this service, as they are known at this time. Any aspects of the service not addressed by the specifications are left for the contractor to address. It is essential for the Contractor to state any assumptions on which its proposal rests. The solicitation of proposals by this RFP does not commit the Board to award a contract. A contract may be awarded to the Contractor with the best proposal, as determined by the Board. The Board reserves the right to consider all relevant and reasonable criteria in selecting the Contractor that may or may not be expressed in this specification description, and may not select a Contractor just based on price alone.

This RFP is not subject to the competitive bidding requirements of Ohio Revised Code Section 3313.46 and therefore is not subject to the standard of awarding the bid to the “lowest responsible bidder.”

Full Service School Transportation

Pupil Transportation Requirements include the provision of school buses and related equipment, maintenance and storage facilities for all such buses, management, maintenance, insurance, Transfinder’s Routefinder Plus routing program, parent contact, transportation management, pupil training and supervision, fuel for the bus fleet, record keeping, drivers, monitors, dispatcher,

secretaries and mechanics needed to provide transportation services for the District.

Definitions for purposes of this proposal

Appendices: The materials attached to this RFP, which further identify and describe services, equipment and supplies

Best Proposal: The proposal that is determined by the Board to be the responsive and responsible proposal that is in the best interest of the District.

Contractor: Any party that submits a proposal in response to this RFP.

Board: The Wyoming City School District Board of Education.

Contractor Buses: Those buses that are used by the Contractor in providing the pupil transportation services.

Cost Proposal: A set of documents setting forth the price(s) at which a Contractor agrees to provide the pupil transportation services, on a vehicle basis or other basis as defined. The cost proposal should be included as "Attachment 1" to the Contractor's proposal. The Contractor is responsible for listing all fees associated with its proposal to provide the requested services. Any fee/charge not listed on this form will not be paid.

District: The Wyoming City School District, Wyoming, Ohio

Proposal: A complete properly signed document proposing to provide the pupil transportation services described for the term in accordance with this document including a narrative description of how the Contractor would provide the pupil transportation services addressing each requirement set forth in this document.

Pupil Transportation Requirements: All transportation services required by the District as further described in the requirements section of this document.

RFP: This request for proposal.

Regular Daily Run: Any scheduled route which is established for the purpose of transporting students to and from school or between schools for the duration of this contract.

Regularly Scheduled Trip: Represents the morning and afternoon segments of a bus scheduled to take students from home to a designated school, or between two scheduled schools on a daily basis (as in the vocational run).

Specifications: The requirements for proposals set forth in this RFP and its appendices.

Term: The period from and including May 1, 2019 to and including June 31, 2021 with annual renewal of contract subject to non-appropriation, renewable for an additional two (2) year term from May 1, 2021 and including June 31, 2023 under the same terms of the existing contract at the option of both parties subject to non-appropriation.

Instructions

Proposal

One (1) original and two (2) copies of the proposal must be received by the district no later than 12:00 Noon on April 3, 2019. Proposals must be clearly marked "Proposal for Pupil Transportation Services" and delivered in a sealed envelope. Mail or deliver proposals to:

Ronda Johnson, Treasurer
Wyoming City School District
420 Springfield Pike
Wyoming, OH 45215

Questions

Questions regarding the bid process or specific aspects of the RFP should be emailed to Ronda Johnson, Treasurer at Johnsonr@wyomingcityschools.org. Questions and answers will be consolidated and provided via email to all companies on record as having received the RFP.

Contact with personnel of the District other than Ronda Johnson regarding this request for proposal may be grounds for elimination from the selection process.

Project Timetable

Event	Date
RFP documents released	March 13 2019
RFP due-date	Noon, April 3, 2019
Consideration for Board approval	April 22, 2019
Notification	April 27, 2019
Implementation	May 1, 2019

Subsequent years

Contractors are requested to propose for each year of the two (2) year agreement and each year of the renewable options for years three (3) and four (4) total base transportation costs assuming approximate types and amount of pupil transportation as was provided during the last year of the contract.

Contract

Term

The initial term of any contract will be for two (2) years, subject to non-appropriation, renewable for an additional two (2) year term under the same terms of the existing contract at the option of both parties subject to non-appropriation.

Award of Contract

The issuance of any contract is contingent upon securing an acceptable proposal within the Board's discretion. Any contract entered into will be finalized upon the approval of the Board.

Contract Negotiation

Unless otherwise provided in the specifications, any contract will be negotiated between the Board and the Contractor in the Board's sole discretion.

Any contract shall include provisions for termination by the Board at the end of the initial two-year period or at the end of the two-year extension period. The contract may also be terminated at any time in the event of a material breach by Contractor that remains uncured after notice for a reasonable period of time, or in the event of a determination by a court or administrative agency that any material provision of the agreement is contrary to law or that any material provision of the agreement may not lawfully be carried out, or in the event the Board is unable to appropriate sufficient funds to meet its financial obligations under the contract.

In the event of termination, all records of operation will be promptly turned over to the Board, including but not limited to all pupil transportation and routing records, all driver certification records, and all data files compiled or maintained in connection with the agreement.

Any contract entered into will be evidenced and finalized upon the execution by the Board and approval of the Board.

Prohibition against conflicts of interest, gratuities and kickbacks

Any employee or any official of the Board, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the Board, shall be subject to prosecution to the fullest extent of the law as provided for by the Ohio Revised Code.

Proposals

Right to reject

The Board reserves the right to reject any and all proposals and to reissue an RFP if it in its sole discretion so chooses. The Board also reserves the right to waive any and all non-material defects, informalities, and/or technicalities when the best interests of the Board may be served including the right to award a contract without any further discussion or negotiation with anyone proposing these services.

The Board assumes no responsibility for misinterpretations resulting from the use of an incomplete set of Specifications.

All support data shall be furnished. Failure to address all segments of the Specifications may result in rejection of the proposal in the Board's discretion.

The Contractor shall make no additional stipulations nor qualify its proposal in any other manner. Alternative proposals may be submitted, provided that they are clearly identified as alternative proposals and that the base proposal is clearly identified as the base proposal. Separate costs shall be specified for the base proposal and for each alternative proposal submitted.

Prices

Pricing shall be included as Attachment 1 to the Contractor's proposal, and shall be guaranteed throughout the life of the contract. All prices proposed by Contractors must be firm prices for a period of ninety (90) days to allow acceptance by the Board. If awarded the contract, the prices will then be firm throughout the term of the contract.

The Cost Proposal must be all-inclusive. The District will not pay any fees not listed in the proposal.

Corrections

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. The person signing the proposal shall initial any corrections.

Proposal documents

The Proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation or other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Contractor to a contract.

The Proposal shall include the address of the company's headquarters and a description of its ownership structure. If the Contractor is a wholly owned or controlled subsidiary of another entity, the parent entity (ies) and its (their) ownership structure shall also be described in detail including CEO, CFO, and Board of Directors. The Contractor shall also disclose if it is owned or controlled by a non-

U.S. based company. A Proposal submitted by an agent shall have a current Power-of-Attorney, certificate or authorization, or Board resolution attached certifying agent's authority to bind the Contractor in contract.

Preparation costs

Neither the Board nor its representative will be liable for any expenses incurred in connection with the preparation of a response to this invitation.

Supporting information

The Proposal and any support data required (if any) shall be enclosed in the same envelope.

Sealed envelope

The envelope containing the Proposal, attachments and support data shall be addressed as specified and identified with the Contractor's name and address. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "Proposal enclosed" on the face thereof.

Delivery

Contractors shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. Proposals received after the closing time and date for receipt of Proposals will not be considered. Proposals shall be deposited at the location designated in this specification prior to the time and date for receipt of Proposals or any extension thereof made by addendum. Oral, electronic, telephonic or telegraphic proposals are INVALID and will not receive consideration.

Contractor's Representations

Each Contractor by making a Proposal represents that:

- He/she has read and understands the specification documents and his/her Proposal is made in accordance therewith.
- He/she has visited the Board and District and has familiarized himself/herself with the local conditions under which the work is to be performed.
- His/her price Proposal is based upon personnel and equipment described in the Specifications and in accordance with all specification conditions and terms or clearly described as an alternative to the requirements of this specification.

Non-collusion and Non-conflict of interest

Contractors, by submission of the Proposal, acknowledge that no officer or employee of the Board shall benefit financially or have any interest in this transportation contract nor has it attempted to influence any public employee to breach ethical conduct standards. Contractors shall state under oath and affirmation if their firm has ever been under investigation, indictment or criminal investigation for any of the following:

- Attempting to influence a public employee to breach ethical conduct standards;
- Colluding or attempted colluding with other bidders to restrain competition by any means;
- A criminal offense related to the application for or performance of any public or private contract, including, but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, tax fraud and any other offense that directly reflects on the Contractor's business integrity;
- Criminal offense under state or federal antitrust laws;
- Deliberately or willfully submitting false or misleading information in connection with the application for or performance of a public contract; or
- Has been debarred by another state or by any agency or department of the federal government.

Pupil Transportation License:

Contractor shall include with the RFP evidence of a valid pupil transportation license issued by the Office of Licensing and Commercial standards, Ohio Department of Public Safety.

Contractor shall maintain a valid pupil transportation license for the duration of this contract. Contractor further shall notify District within five (5) days of any license action taken by the department, including suspension, notice of hearings, or placement on probation.

References

Contractors shall provide a list of references and must provide evidence and contact information for at least three (3) contracts currently held in the state of Ohio. Contractor shall provide the following information for the current contracts:

- Number of buses
- Number of students transported
- Length of time contract has been in effect
- Name, address and phone number of primary contact at the school District for each of these current contracts

Terminated contracts

Contractor shall provide a list of any terminated accounts in the last five (5) years and the reason for termination.

Bonding and Proposal Security

All Proposals shall be accompanied by a Proposal security in the form of a bond or irrevocable letter of credit of not less than 10% of the total amount of the annual proposed cost, pledging that the Contractor will enter into a contract with the Board on the terms stated in its Proposal. The Proposal security shall be based upon the greatest amount proposed for any of the options specified and shall also include the amount proposed to provide kindergarten transportation services. Should the Contractor refuse to enter into a contract or fail to furnish the required performance payment bonds the amount of the security shall be forfeited to the Board as liquidated damages and not as a penalty.

Performance Bond

A performance bond in an amount not less than the cost of one year's transportation cost may be required of the successful Contractor. The decision to require a performance bond rests in the sole discretion of the Board. The Board will allow for a reasonable additional cost to be paid to the successful Contractor for the purposes of securing such bond. The bond shall be written on a form acceptable to the Board. The bonds must be signed or countersigned by a resident agent who resides in the state of Ohio. This performance bond may be waived by the Board upon the completion of a satisfactory period of service by the successful Contractor.

Time of delivery of bonds

The Contractor shall deliver the required bonds to the Board no later than the date of execution of the contract agreement.

Corporate registration

Foreign corporations, for doing business within the state of Ohio, are required to be registered with the Ohio Secretary of State and must be in good standing. If not registered with the Secretary of State at the time of proposal submittal, the foreign corporate Contractor shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

Pricing

Attachment 1 – Pricing proposal

The Contractor shall submit with its Proposal a contracting pricing form as “Attachment 1” attached to its Proposal. The Board reserves the right to correct mathematical errors in extensions and additions by the Contractor. The Board’s corrected Proposal sum total shall take preference over the Contractor’s computed Proposal sum total.

Pricing shall include at a minimum the following:

- costs for regularly scheduled trips between home and school including regular education students attending all grades and students attending nonpublic, community, STEM or vocational schools
- costs for daily or routine point-to-point shuttles between buildings
- extracurricular educational field trips
- sports and club field trips
- proposal for providing special education route service

Operational Requirements

General

- 1) All work will be performed under the statutes and regulations of the state of Ohio, Ohio Department of Education, Ohio State Highway Patrol and the Board that relate to school transportation and school bus drivers. Where applicable, the Contractor will also operate under federal regulations applicable to school transportation and commercial operators.

Inclement weather

- 2) Contractor will be responsible for monitoring road conditions and weather forecasts and notifying the Superintendent or designee by 5:00 AM of any adverse weather or road conditions that would have a bearing on the decision to close or delay school. If weather or road conditions change during the day to the extent they impact on the safe operation of the bus fleet the Contractor shall notify the superintendent immediately. The decision to close or delay the opening of school is within the sole discretion of the superintendent or designee.

Fuel

- 3) All buses provided by the Contractor for service under this contract must be powered by diesel, propane, or cng engines.

- 4) Contractor shall provide fuel for the vehicles used in this contract. Contractor will have sole responsibility for fuel storage and delivery areas, including repair, replacement, and legal/regulatory compliance.

Routing and efficiency

- 5) The Contractor will utilize Transfinder's Routefinder program during the term of the contract. District shall be listed as a licensee on the product and be provided with continuous access to the Wyoming routing database.
- 6) The District will provide to the Contractor a complete listing of eligible passengers along with their home addresses, grade, and school assignment as of the last day of school in the previous school year. The District will provide updates to this data as they become available. This information will be uploaded into the Routefinder database.
- 7) The Contractor will provide routing and transportation schedules that comply with Board-approved guidelines for pupil transportation.
- 8) Routing and Bus stop requirements: The Contractor will fulfill the following:
 - i) Bus stop list will be provided by July 15 for the school board's approval
 - ii) Draft routes shall be completed on or before to June 15.
 - iii) Final routing shall be completed on or before July 15.
 - iv) Parents shall be provided with bus stop location, time, and bus number via mail or email on or before July 22.
 - v) Corrections clause: If contractor fails to present final routes on or before July 15, District reserves the right to implement its own routing and will deduct from future contractor invoices the full cost of Routefinder routing package and the costs incurred to create and design the routes.
 - vi) In the event of a major route change, Contractor shall be responsible for notifying parents via mail or email in advance of the change.
 - vii) All routing notifications to parents shall be via mail or email at Contractor's expense
 - viii) Current copies of all routes shall be maintained in the routing software.
 - ix) The superintendent or designee will decide conflicts regarding eligibility of riders and stop locations
 - x) Once routes have been approved, Contractor shall not make substantive changes to the routes without prior notice to and written approval of the superintendent or designee. The superintendent or designee retains the right to determine whether changes to the routes are considered substantive or not.
- 9) Parent notifications:
 - a) Contractor shall notify the District any time route service is disrupted by more than 15 minutes, and shall assist the district in notifying parents.
 - b) The contractor shall include a proposal with this RFP that implements a parent notification application no later than January 1, 2020. Upon installation of this app, Contractor will have the responsibility of notifying parents any time that route service is disrupted by more than 15 minutes.

- 10) The district desires to accomplish routing for its students on a total of 5 buses. A routing study shall be completed by a provider acceptable to the board prior to adding additional buses and routes.
- 11) Efficiency Rating: The contractor shall regularly take attendance on the buses and update ridership status of the students in Routefinder. The District will use this data to regularly monitor its efficiency rating and ridership as compared to bus capacity. If the efficiency drops below 1.0 as calculated by the Ohio School Boards Association, the district reserves the right to reduce the number of buses used without penalty.

Reports to be provided to district

- 12) Ridership reports: Contractor shall provide monthly AM and PM ridership reports for each bus during the term of the contract. Contractor shall use the attendance reports available in Routefinder to generate these reports.
- 13) Service reports: Contractor shall provide written and oral reports to the District on or before November 1, January 1, March 1, and May 1. Reports shall include the following:
 - i) Monthly ridership reports by bus
 - ii) On-time percentage report
 - iii) Driver absenteeism rate
 - iv) Report of any accidents
 - v) Report of any service disruptions and the reason why
 - vi) Driver certification audit report
 - vii) Student discipline report
- 14) Corrections clause: Should the contractor fail to submit the reports as required in this section, the board reserves the right to employ its own resources to collect the data and generate the report(s). Contractor shall make the required information available as needed to complete the reports. Costs associated for this will be deducted from the next contract invoice.

Vehicles

- 15) Equipment requirements. The Contractor will provide the following:
 - i) 65-72 passenger school buses powered by diesel, CNG or propane for route service. All buses shall meet or exceed all state and federal school bus construction standards and shall be inspected and passed by the Ohio State Highway Patrol MVI teams.
 - ii) Contractor shall include a proposal for providing one (1) Special education school bus equipped with lift and wheelchair securement systems for route service. This proposal shall also include provision for a spare special education bus as needed for backup.
 - iii) A minimum of two (2) spare buses shall be available as needed for mechanical service.
 - iv) Contractor shall have available at least three (3) extra buses and drivers for extracurricular and sports field trips.
 - v) All vehicles shall be two-way radio equipped.

- vi) All vehicles shall equipped with Zonar GPS location monitoring devices
 - vii) All vehicles shall equipped with four (4) channel video equipment
 - viii) Buses assigned to District routes shall be marked Wyoming City School District on the beltline. This requirement shall not be enforced for extra buses required per requirement (iv) above.
 - ix) The average age of the bus fleet will not exceed five (5) years, and the maximum allowable age for any single bus is ten (10) years or 100,000 miles.
- 16) Fleet Maintenance
- a) Contractor shall furnish all necessary supervision, equipment, tools, diagnostic equipment, parts (including tires, batteries and radiators, and supplies required to maintain the fleet in first class condition. The Board reserves the right to inspect any and all buses at any time for the purposes of assuring the Contractor's compliance.
 - b) The cost of all tools and equipment to service the existing bus fleet, including future purchases of maintenance equipment will be at the discretion and cost of the Contractor.
 - c) Contractor shall establish a bus depot within 15 minutes travel distance of the Wyoming City Schools.
- 17) Upon request by the district, Contractor will provide copies of motor vehicle inspections performed by the Ohio State Highway Patrol on buses used to transport Wyoming students.

Staff

- 18) Employees
- a) Buses shall only be operated by fully certified drivers in accordance with federal and state driver licensing requirements and who are acknowledged as active school bus drivers by the Ohio Department of Education.
 - b) Contractor must maintain documentation to support all training and requirements reported to ODE and make same available to the District.
 - c) Contractor shall provide the driver name and driver license number to the District for any driver that will transport Wyoming students. District will enter the drivers and information into SFPS to comply with ODE regulations and to monitor driver credentials.
 - d) Contract may not use drivers that are not registered with ODE as drivers for both the contractor and the district.
 - e) Contractor must provide to the District information as required in accordance with ORC 3327.10 and OAC 3301-83-06 and as requested by the District to satisfy the District that a school bus driver certificate can be appropriately issued in accordance with ORC 3327.10.
 - f) Contractor shall document a monthly motor vehicle records check for each driver through the ODE BMV records system.
 - g) All drivers involved in an accident or incident, regardless of fault, severity, or damage amount shall submit to post accident drug and alcohol testing.
 - h) The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The Contractor shall underwrite all costs incurred to

provide qualified drivers. Such costs shall include, but are not limited to, all training, physical examinations, license and permit fees, recruitment and any other related fees.

- i) The District reserves the right to recommend disciplinary actions for specified bus drivers, and to receive a follow-up report of the Contractor's investigation and subsequent action.
- j) The District reserves the right to revoke the District issued school bus driver certificate for any driver who in its opinion is not suitable to operate a bus, and stipulate that a named driver shall not operate a school bus under this contract.
- k) District will not accept any driver with an OMVI conviction in the past 10 years.
- l) Contractor shall not provide or assign any drivers with more than four (4) current points on his/her driving record.
- m) Contractor shall not provide or assign any drivers who are driving under suspension or court driving privileges.
- n) The Contractor will be required to provide bus monitors as required by the district. Bus monitors shall meet all the same requirements as bus drivers except they shall not be required to hold a CDL license or pre-service certificate.

19) Driver training and professional development

- a) Drivers shall receive a minimum of eight (8) hours of in-service training per year from the Contractor, including a safety meeting in each month that school is open except for June.
- b) Special education drivers (if required) shall receive additional training in accordance with the Ohio Administrative Code specific to the care and transportation of special education students.

20) Driver and Monitor conduct

- a) Contractor will promptly investigate all complaints of improper conduct on the part of any driver or monitor and will report the complaint and the results of the investigation to the Superintendent. The District and Contractor must mutually agree on the corrective action necessary to resolve the complaint.
- b) No person will be permitted to operate a school bus if there is reason to believe that such person has engaged in any improper conduct with any passenger.
- c) Contractor shall take reasonable steps to prevent its employees from exposing any passenger to impropriety of word or conduct.
- d) Contractor shall not permit its drivers or monitors to smoke in the vehicles or to drink any intoxicating beverage or to be under the influence of drugs or alcohol while operating any vehicle or responsible for children.
- e) Contractor shall not permit drivers under the influence of prescription or non-prescription drugs that will impair their ability to safely operate a vehicle.
- f) Contractors will not permit any driver to operate a vehicle or be in a role where they are responsible for supervising students while they are using a cellphone or other communications device with the exception of the school

bus two-way radio. The only exception to this rule is in the event of an emergency that pertains to the school bus or children in the immediate vicinity of the school bus.

21) Duty to notify district

- a) The Contractor shall immediately notify the District of any change in qualification of any driver; including but not limited to violation of federal, state, or District guideline, and including any change in license status including convictions, arrests, charges, or suspension, revocation or probation.

22) No persons other than students, supervisors, company employees, Board employees or drivers in training are to ride the buses without the written approval of the superintendent or designee.

Student Safety

23) Ridership documentation

- a) Contractor will record ridership of individual students on a monthly basis.
- b) Contractor will record school arrival times and make reports available to the board upon request.
- c) All routes shall be designed using this data and with the intent of maximizing the number of riders per bus.

24) Student safety training

- a) Contractor shall provide and implement, with the superintendent's approval, a program for the training of pupils in accordance with the provisions of Ohio Administrative Code and law. This includes the K-3 student training required within the first 10 days of school and the rider safety training for all other students, which shall be completed no later than December 1.
- b) Contractor shall coordinate with district staff and schedule, supervise, and conduct emergency bus evacuations as mandated by Ohio Administrative Code.

25) Pre-trip and Post-trip inspections

- a) Contractor shall require all drivers to complete required pre-trips of all buses each time a vehicle is taken out of storage for the purpose of transporting students.
- b) Contractor shall require all drivers to complete post trip inspections of the bus after each school trip to ensure that no students are left on the vehicle. This post trip inspection shall be required regardless of any technology that may be used for the same purpose.

Policy

26) The board reserves the right to solely determine policy pertaining to the transportation of students.

Management

27) Contractor shall provide the necessary coordinator or manager for the Board's transportation services. This individual shall be the primary contact for communication with the board.

Failure to operate

28) Should the contractor fail to complete any route or any portion of any route, for reasons other than inclement weather or other circumstances beyond the reasonable control of the Contractor, the amount of payment appropriate for said route or part of said route shall be deducted, on pro-rata basis, from the daily rate for the vehicle or vehicles involved. Any extra costs incurred by the District in securing substitute service shall be charged to and paid by the contractor.

Data needs of the district

Contractor will secure, assemble and provide to the District all data needed for completion of mandated reports to the Ohio Department of Education or any other regulatory agency.

This includes but is not limited to a vehicle inventory report to be submitted on or before the first day of school, T-1 counts to be completed in the first full week of October and reported to the district within 10 days of the count, and the T2-C contractor cost report to be submitted to the district no later than July 15 following the school year.

If the contractor fails to submit these reports by the deadlines specified, the District reserves the right to engage its own resources to collect the data and shall deduct expenses incurred from the next contractor invoice. In such event the contractor shall make its records and data available to the Board's agent for purposes of compiling the required reports.

Limited use of vehicles

29) Vehicles marked with the District name on the side shall not be used for purposes other than transportation for the District and shall not transport unauthorized passengers in accordance with Ohio Department of Education rules for pupil transportation.

Fringe benefits

Taxes and retirement

The Contractor shall accept liability for payment for its employees of all applicable payroll taxes and deductions required by local, state and federal law, including both employer and employee contributions, Ohio School Employees Retirement System

contributions, Social Security taxes, Medicare, unemployment and other similar deductions.

On or before the fifth (5th) day of every month, the Company shall submit all information necessary for the Board to make its filings with the Ohio School Employees Retirement System (“SERS”) for the Drivers provided by the Company pursuant to this Agreement and the Company shall issue a payment to the Board to be submitted with such filing to pay for the employee and employer portions of the required contribution to SERS for each of the Drivers for the preceding month. The contractor shall also pay the SERS surcharge as reported by the Board. In the event that the Company fails to abide by any of the terms of this paragraph and the Board is assessed a penalty by the SERS due to the late filing of a report or a late payment, the Company shall reimburse the Board for the amount of the penalty assessed within fourteen (14) days of receiving notice thereof. Contractor may, at its option, direct pay the SERS contribution.

Worker’s compensation insurance

Contractor shall carry worker’s compensation insurance through the state of Ohio Bureau of Workers’ Compensation and employer’s liability insurance to the full amount as required by law.

Equal employment and non-discrimination

General policy

The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, genetic information, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed, and that that employees are treated during employment without regard to their age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, genetic information, or political opinion or affiliation. Such action shall include, although not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

Contractor representations

The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital

or parental status, national origin, race, sex, veteran status, genetic information, or political opinion or affiliation. The Contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

Insurance

Contractor must furnish evidence that it carries vehicle and public liability insurance with responsible companies licensed to do business in Ohio with a minimum combined single limit of liability of \$10,000,000 per bus for each accident and \$10,000,000 bodily injury and property damage per accident. The policy shall set forth the Board as an additional insured party. A certificate of insurance evidencing the required coverage will be provided to the Board at the inception of the service and shall be renewed annually by the Contractor thereafter.

Indemnity

Contractor shall indemnify, defend, and hold the Board, its officers and employees harmless from and against any and all loss, cost, expense, or damage, including attorney fees with respect to any claim, liability, demand, controversy, action at law, equity or administrative proceeding arising out of or in connection with performance under the agreement, or arising from any and all acts or omissions of Contractor, its agents, employees, licenses, or invitees.

Other provisions

Invoices

Invoices are to be submitted to the District by the 15th day of the succeeding month in which the services were provided and will be paid within thirty (30) days of their submittal. Costs shall be itemized with regard to work performed, including routes, and extracurricular trips.

All extracurricular trips shall be itemized and listed individually by school, group and activity purpose.

The Contractor should assert its best effort to keep all billings current. Billings for service rendered that are more than 60 days in arrears will not be the responsibility of or paid by the District. The District also reserves the right to have access to any source for documentation related to the contract, such as, but no limited to, invoices, personnel records, and transportation reports.

Annual report

A copy of the Contractor's most recent annual report shall accompany its Proposal. If subject to audit, a copy of the Contractor's most recent audited financial statement should accompany the Proposal.

Sample transportation contract and invoice

A sample transportation contract and invoice should be included with each Proposal. Contract shall include all requirements of the RFP.

Changes in scope of contract

Contractor shall include its procedures to accommodate any changes in the scope of contract, such as may be needed in the event of a change in District ridership policy, changes in bell schedules, change in routing logistics, etc. Contractor should detail its recent history (last five years) in this area and the impact of these changes on the overall price of the affected contract.

Performance measures

Contractor is expected to utilize best practices within industry standards to obtain optimum performance. Contractor may propose positive or negative performance standards and impact on the overall price of the affected contract.

District will periodically complete a comparative cost analysis with other public school transportation operations to evaluate the performance of the Contractor.

Warranties of the contractor

Contractor shall warrant to the Board that the following conditions are true and will agree to defend the Board and hold it harmless from an and all claims of any kind based on or arising out of claims to the contrary:

- That the Contractor or its representatives has full legal authority to enter into the proposed contract and to carry out its terms for the full period of the contract.
- That the entry into and compliance with the terms of the contract will not result in any duty to repay any transportation subsidy amount received by the school District from the Ohio Department of Education nor, based on guidelines and regulations in effect at the time of the contract, will the District suffer the loss of any transportation assistance amount that would have been available to it but for the existence of the contract.
- That the employees of the Contractor are not and shall not be considered to be employees of the District for purposes of collective bargaining pursuant to ORC Chapter 4117.

Assignment

This agreement shall not be assigned by either party hereto, without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

Termination

If the contractor at any time fails to comply with and fully perform any covenant contained in the contract to be performed by the contractor, the district shall give prompt notice in writing to the contractor of such failure, and in the event the contractor does not remedy such failure within sixty (60) days from the receipt of such notice, then at the option of the District, the contract may be terminated immediately by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any costs to the District directly resulting from Contractor's failure.

However, in the event that the Contractor's failure to perform any such covenant jeopardizes the safety of welfare of the students or the District, immediate action will be taken by the contractor to remedy the misconduct following notice from the District. If the Contractor fails to remedy the said situation immediately, the District may at its option terminate this Contract immediately upon notice to the Contractor.

If the parties cannot agree on any issue requiring mutual agreement, then either party may terminate, without fault or penalty, on 120 days prior notice.

Attachments

District profile

Wyoming City Schools 420 Springfield Pike, Wyoming, OH 45215
513.206.7011

Wyoming High School 106 Pendary Avenue
Wyoming Middle School 17 Wyoming Avenue
Vermont Elementary 33 Vermont Avenue
Elm Elementary 134 Elm Avenue
Hilltop Elementary 425 Oliver Road

Superintendent: Dr. Susan Lang
Treasurer: Ronda Johnson

Current transportation service:

Students in grades K-8 who reside more than 1.25 miles from school are transported

Five (5) public school routes, double tier

One (1) vocational route, single tier

Two (2) special education van routes, other students contracted as needed

ADM

October Forecast

	FY19	FY20
K	138	121
1	165	158
2	134	174
3	138	139
4	144	143
	719	735
5	164	149
6	137	170
7	149	141
8	174	154
	624	614
9	170	176
10	175	171
11	164	171
12	155	165
	664	683
	2007	2032

T1 report

The district reported 207 riders and 234 daily miles on 5 routes for FY19

Wyoming City Schools Board Policy

8142 - CRIMINAL HISTORY RECORD CHECK FOR CONTRACTED SCHOOL SERVICES

In accordance with State law, the Board of Education requires a criminal background check including information from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) of each person employed by a private company under contract with the Board to provide essential school services and who will work within the District in a position which does not require a license issued by the State Board of Education, is not for the operation of a vehicle for student transportation, but does involve routine interaction with a child or regular responsibility for the care, custody or control of a child.

"Essential school services" is defined to mean services provided by a private company that the Board or Superintendent has determined are necessary for the operation of the District and that would need to be provided by employees of the District if the services were not provided by the private company. No such individual, employed by a private company to provide essential school services under a contract with the Board, shall be permitted to work within the District unless one of the following applies to the individual:

- A. The private company provides proof of either of the following to the Superintendent:
 - 1. That the individual has been the subject of a criminal records check in accordance with R.C. 3319.39 within the last five (5) years immediately prior to the date on which the person will begin working in the District; and
 - 2. That the criminal records check indicates that the individual has not been convicted of or pleaded guilty to any offense described in R.C. 3319.39(B)(1); or
- B. During any period of time in which the individual will have routine interaction with a child or regular responsibility for the care, custody, or control of a child, the Superintendent has arranged for a District employee to be present in the same room with a child or, if outdoors, within a thirty (30) yard radius of the child or to have visual contact with the child.

R.C. 3319.392

Adopted 3/23/09

8600 - TRANSPORTATION

It is the policy of the Board of Education to provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law. Such laws and rules shall govern any question not covered by this policy.

Children living beyond the following walking limits shall be entitled to bus transportation:

- A. Kindergarten in Morning, or afternoon One and One quarter (1.25) mile
- B. Grades 1 through 8 One and One quarter (1.25) mile

Exceptions to the foregoing limits may be made in the case of a temporarily or permanently-disabled child who has been so certified by a physician and in the case of adverse safety conditions.

Transportation of eligible vocational or special education children between their home areas and schools outside the District shall be arranged through the use of Board-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. The governing authority of a community school shall provide or arrange for transportation free of charge for any eligible special education student enrolled in the community school for whom the student's individualized education program specifies transportation.

Transportation to and from school shall be provided for each student residing in the District and attending a State-chartered nonpublic school that is located within the thirty (30) minute travel limitation established by State law on the same basis as established for resident students as set forth above. Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned.

Furthermore, transportation to and from school shall be provided for each native student (i.e., student entitled to attend school in the District under R.C. 3313.64 or 3313.65) attending an approved community school. However, if that community school is located outside the District, transportation will only be provided consistent with the thirty (30) minute travel limitation established by State law. Native students attending an approved community school located within the District will be provided transportation on the same basis as established for resident students set forth above. Students transported to an approved community school may be assigned to ride on buses upon which resident students are also assigned.

Transportation of eligible nonpublic or community school children between their home areas and schools shall be arranged through the use of District-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. However, if the Board determines that said transportation is impracticable, then the parent(s) shall be provided payment-in-lieu of transportation at the amount established by State law, unless otherwise directed by action of the State Board of Education.

The Board will not be required to provide transportation for any native student enrolled in a community school if the Board has entered into an agreement with the governing authority of the community school that designates the community school as responsible for providing or arranging the transportation of the District's native students to and from the community school and is certified by the State Board of Education as having met certain requirements established by State law. The governing authority of a community school must provide or arrange for transportation in a manner that is comparable to the transportation that the District provides or arranges for its native students of the same grade level and distance from school who are enrolled in the District. Also, the governing authority must provide or arrange for the transportation under such agreement free of charge for each of its enrolled students who are eligible to be transported in accordance with R.C. 3327.01 or who would otherwise be transported by the District under the District's transportation policy. If the Board enters into an agreement with the governing authority regarding the transportation of the District's native students, the State Board of Education shall make payments to the community school in accordance with the terms of the agreement for each student actually transported.

Likewise, the Board will not be responsible for providing transportation for any native student enrolled in an approved community school if the governing authority of the community school submits a written notification to the Board, by a date prescribed by the State Board of Education, stating that the governing authority will accept responsibility for providing or arranging for the transportation of the District's native students to and from the community school. The governing authority's unilateral acceptance of the responsibility to provide transportation must cover the

entire school year, and shall remain in effect for subsequent school years unless the governing authority submits written notification to the Board relinquishing the transportation responsibility. However, the governing authority cannot relinquish the transportation responsibility before the end of the school year, and shall submit such notice by a date prescribed by the State Board of Education in order to allow the District a reasonable period of time to prepare for the transportation of its native students enrolled in the community school. If the governing authority unilaterally accepts the transportation responsibility, the State Board of Education shall make payments to the community school for each student actually transported calculated in accordance with existing State law governing the calculation of transportation payments to the District from the State and any rules implemented by the State Board of Education and that otherwise would be paid to the District.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every transported resident student. The Board shall approve the bus routes annually. The Superintendent is authorized to make any necessary changes in the approved route and shall inform the Board at the next regular meeting.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well-being of the students while on a bus.

Students meeting the Federal definition of "homeless" will be transported from their temporary place of residence to their school of assignment, at the request of the parent, guardian or unaccompanied minor, to the same extent as all other students of the District and consistent with this Policy. If the homeless student's temporary residence is located outside the boundaries of the District, the Liaison for Homeless Children will coordinate with the Director of Transportation to contact the district in which the student temporarily resides to arrange for joint transportation of the student and to seek inter-district agreement on a method for apportioning the cost of such joint transportation. In no event will a homeless student be denied enrollment based on issues related to student transportation.

The Superintendent shall be responsible for developing and implementing appropriate administrative guidelines for this policy.

R.C. 3313.66, 3314.09, 3314.091, 3319.41, 3327.01 et seq., 4511.01 (F)

R.C. 4511.75 et seq.

A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-08

42 U.S.C. 11431 et seq.

Revised July 27, 2015

WYOMING CITY SCHOOLS 2019-2020 CALENDAR

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	[13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18]	19
20	21	[22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20]	21
22	23	24	25	26	27	28
29	30	31				

JANUARY

S	M	T	W	T	F	S	
				1	2	3	4
5	[6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13]	14
15	[16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S	
				1	2	3	4
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12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29]	30

JUNE

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

-  No School
-  Legal Holiday - No school
-  Board Holiday - No school
-  Professional Development Day - No school for students
-  Late start K-12

1st Quarter = 46 Days
2nd Quarter = 41 Days
3rd Quarter = 46 Days
4th Quarter = 47 Days

[= Beginning of Quarter

] = End of Quarter