



To: Potential Vendors

From: Jordan Prohuska, Dean of Expeditions - Summit Public School: Olympus

Re: Bid for Student Transportation Services

Date: June 19, 2023

Attached, please find a copy of the Bid for Student Transportation Services for a two (2) year contract to transport high school students in the Greater Tacoma Area to the Summit Public School: Olympus campus at 409 Puyallup Ave Tacoma, WA 98421 starting with the 2023 - 2024 school year.

**Important Dates:**

Date	Action	Address
June 19, 2023	Bid Documents are Made Available	
June 29, 2023 @ 3:00 pm	Deadline for any questions	Questions submitted via email to <a href="mailto:jprohuska@summitps.org">jprohuska@summitps.org</a>
July 17, 2023 @ 12:00 pm	Bid Opening and Recording	Summit Public School: Olympus 409 Puyallup Ave Tacoma, WA 98421
July 20, 2023	Bid submissions available to the public upon written request.	Requests submitted via email to <a href="mailto:olympus@summitsps.org">olympus@summitsps.org</a>
July 20, 2023	Notification of bid award	Notification via email to all vendors who submitted bids.
August 1, 2023	First day of awarded contract	
August 16, 2023	First day of ridership	

If you have any questions about the bid process, documents, or requirements, please contact Jordan Prohuska ([jprohuska@summitps.org](mailto:jprohuska@summitps.org)). **No phone calls or in-person questions will be answered.**



**SEALED BID FOR  
STUDENT TRANSPORTATION SERVICES**

**August 1, 2023 - July 31, 2025**

**June 19, 2023**

**For further information, contact:**

**Jordan Prohuska**

**Dean of Expedition**

**Summit Public School: Olympus**

**[jprohuska@summitps.org](mailto:jprohuska@summitps.org)**

## **Bid for Student Transportation Services**

Summit Public School: Olympus invites sealed bids for student transportation services. Such complete sealed bids must be received at the Summit Public School: Olympus site located at 409 Puyallup Ave Tacoma, WA 98421 **no later than 12:00 pm on Monday, July 17, 2023**. No submissions nor additions to previously submitted sealed bids will be accepted nor considered after that date and time.

Bid documents are available at the Summit Public Schools: Olympus front office and via written request submitted to Jordan Prohuska, Dean of Expeditions - Summit Public School: Olympus, at [jprohuska@summitps.org](mailto:jprohuska@summitps.org). If the contract is awarded, the contract will be between the awarded vendor and Summit Public School: Olympus (the "district"). Summit Public School: Olympus reserves the right to accept or reject any or all bids or any part of any bid as deemed in the best interest of Summit Public School: Olympus. Questions regarding this bid should be directed to Jordan Prohuska, Dean of Expeditions - Summit Public School: Olympus, at [jprohuska@summitps.org](mailto:jprohuska@summitps.org).

Services are to be rendered with fidelity in accordance with the "Specifications for Student Transportation Services" section of this bid document.

The contract calls for furnishing student transportation for high school students on regularly scheduled school days attending Summit Public School: Olympus residing in the Greater Tacoma area. This contract includes furnishing all services necessary and required, consisting of the following: transportation equipment, maintenance of equipment, operations, supervision, inspection, registration, licensing, insurance, and confirmation of adherence to all applicable laws, rules, and regulations of the Federal government, the state of Washington, the Office of Superintendent of Public Instruction, the Interstate Commerce Commission, and the State of Washington Department of Licensing.

If a contract is awarded, the contract will be awarded to one (1) vendor to encompass all student transportation services as outlined in this bid document. The term of this contract is two (2) school years and will commence on Tuesday, August 1, 2023 and terminate on Thursday, July 31, 2025. The school calendar (Attachment A) for the contract's first year (August 2023 - July 2024) is included in this bid document. The Dean of Operations will furnish the days on which student transportation services are to be provided at Summit Public School: Olympus no later than June 15, 2024 for the contract's second year. All interested vendors shall consider their ability to satisfy these dates before submitting a sealed bid for consideration.

**Bid Instructions:**

Bid documents are available at the Summit Public School: Olympus front office and via request submitted to Jordan Prohuska, Dean of Expeditions - Summit Public School: Olympus, at [jprohuska@summitps.org](mailto:jprohuska@summitps.org).

All questions must be submitted via email to Jordan Prohuska, Dean of Expeditions - Summit Public School: Olympus, at [jprohuska@summitps.org](mailto:jprohuska@summitps.org) no later than Thursday, June 29, 2023.

Qualified vendors/contractors are invited to submit a sealed bid for each of the following items:

**Base Contract**

The base contract will cover day-to-day to/from student transportation services following the school calendar for the school year. The contract will also stipulate pick-up and drop-off times and locations, which are subject to change at the district's discretion on an ongoing basis.

The district is seeking bids for up to two (2) routes anticipated to be in operation during the two (2) year contract term. For the 2023 - 2024 school year, the district will likely require, depending on student interest, two (2) routes to be operated starting with the first day of school, August 16th, 2023. These routes will cover specific areas of the Greater Tacoma area where our students reside. The exact number and locations of stops per route will be determined on an ongoing basis between the district and the awarded vendor. Discretion to decrease the number of routes and distribution across regions of the Greater Tacoma area will be held by the district. Any potential or actual changes shall be provided to the awarded vendor/contractor.

Pricing submitted as part of this bid shall list the amount charged per route per school year. Any increases in the amount per route shall be expressly provided in the submission documents. Failure to outline any increases in your submission will result in the district's capping of the maximum amount charged per route at the lowest of the costs per route being charged for the duration of the awarded contract.

**Additional Service Needs Contract**

In addition to the regular to/from student transportation services that are necessary, Summit Public School: Olympus may require student transportation for extracurricular or off-site activities, such as

student field trips. The awarded vendor shall have the first opportunity to provide a quote for transportation for such activities.

Qualified vendors/contractors are expected to complete all components of the bid application to be considered for award. Incomplete applications will not be considered and will be returned to the vendor/contractor. The prospective vendor/contractor shall demonstrate that it has successfully provided student transportation for at least two (2) years for school districts, charter schools, or other educational institutions. Experience may include prior experience as an owner or principal operator of a company other than the prospective vendor/contractor.

All bids must be submitted in a sealed envelope labeled "Bid for Student Transportation Services," containing a hard copy of all bid submission materials and the same materials electronically stored on a flash drive. This package must be received ***no later than 12:00 pm on Monday, July 17, 2023***. All submitted bids will be opened at this time and reviewed for completeness. Only complete bids will be considered for award, with the contract being awarded to the responsive and responsible vendor/contractor with not only the most competitive pricing but also the most beneficial safety, reliability, and communication features for our students and families.

## **Specifications for Student Transportation Services**

**August 1, 2023 - July 31, 2025**

### **Article I - Definitions**

<b>Term</b>	The entire period from August 1, 2023 through July 31, 2025.
<b>District</b>	Summit Public School: Olympus
<b>Vendor/Contractor</b>	The vendor/contract whose bid is accepted and awarded a contract from the district.
<b>Student</b>	The individual who attends Summit Public School: Olympus and requires transportation to/from school on a regular school day.
<b>Driver</b>	The individual designated by the vendor/contractor to operate a vehicle for the express purpose of transporting students.
<b>Vehicle</b>	A new or used motor vehicle, whether owned or leased, operated by the awarded vendor/contractor for the purpose of providing transportation services to students of Summit Public School: Olympus. Said vehicle shall be appropriate for transporting students under all pertinent laws and regulations. It shall be the awarded vendor/contractor's responsibility and obligation to maintain all vehicles used under this contract in optimal condition, cleanliness, and safety.

Unless a contrary intent is otherwise expressed or demonstrated when, hereinafter, used the terms above shall be used throughout the remainder of this document.

### **Article II - Student Transportation Schedule**

#### **A. Schedule**

Attachment A is the school calendar for the 2023 - 2024 school year. The expected drop-off and pick-up times for our district are provided below:

<b>Grade Levels</b>	<b>Drop-off Time</b>	<b>Pick-up Time</b>
High School (9th - 12th)	8:10am	3:30pm

## **B. Changes**

The district reserves the right to make changes to any changes (e.g., new routes, discontinue routes, adjust drop-off time, adjust pick-up time, etc.) in the best interest of student learning and programming.

The vendor/contractor shall not make any changes to the schedule, equipment, or operations that might impair or adversely affect the reliability of student transportation services without written prior approval from the district. In the event a change is approved by the district but later impairs or adversely affects the reliability of student transportation services, the district reserves the right to require the vendor/contractor to revert to the previously executed plan(s).

## **C. Maintenance of Schedule**

The schedule of route operation shall be maintained in such a manner that students awaiting vehicle arrival shall not be required to wait longer than five (5) minutes beyond the time of their scheduled stop.

The vehicle shall not delay at a stop longer than necessary for students to board the vehicle.

The first stop of any vehicle for any student shall occur in the most efficient manner possible. No route to school shall start prior to their scheduled time, nor shall the vehicle arrive at school more than ten (10) minutes prior to the start of school, nor shall it arrive after the school day has started. Students shall be picked up at school within five (5) minutes of closing time and shall be returned home within ten (10) minutes of their scheduled arrival time.

Repeatedly failing to maintain the schedule shall result in a breach of the contract and, at the discretion of the district, resulting in the contract being terminated and the school utilizing the performance bond to continue student transportation operations until a contract can be negotiated with a new vendor. The vendor/contractor shall maintain clear, written records of the start and stop times of each vehicle and route. These records shall be furnished to the school no less than monthly as an attachment to the vendor/contractor's invoice and upon request by the district.

### **Article III - Vendor/Contractor**

#### **A. Services**

The vendor/contractor shall furnish student transportation services for high school students on regularly scheduled school days attending Summit Public School: Olympus residing in the Greater Tacoma area. This contract shall require the vendor/contractor to provide all services necessary and required to provide student transportation services consisting of, but not limited to, the following: transportation equipment, maintenance of equipment, operations, supervision, inspection, registration, licensing, insurance, and confirmation of adherence to all applicable laws, rules, and regulations of the Federal government, the state of Washington, the Office of Superintendent of Public Instruction, the Interstate Commerce Commission, and the State of Washington Department of Licensing.

#### **B. Insurance**

The vendor/contractor shall obtain and maintain in effect insurance, such that each vehicle is covered for property and personal liability coverage per state and federal insurance thresholds for student transportation providers.

For all required insurance coverage, Summit Public School: Olympus shall be named as both the certificate holder and as an "additional named insured" for the duration of the contract, and the contract should be specifically identified in the certificate on the above-required policies, and shall have a waiver of subrogation and similar waiver provisions as against School Departments and its employees, servants, officers or agents. These policies should have a thirty-day notice of cancellation/non-renewal provision, and the same should be stated on the certificates of insurance.

1. Failure to provide and/or maintain the required insurance and/or adequate insurance constitutes a material breach of the contract, and the contract may be terminated at the district's option, satisfying its wants through another contractor and without waiving any and all remedies available to the district at law, in equity or as provided within the contract.
2. Any payment owed to the vendor/contractor may be withheld until receipt in advance of the required bonding and insurance documents for each year

#### **C. Indemnification**

The vendor/contractor acknowledges and agrees it is responsible as an Independent Contractor for all operations under this Agreement and for all the acts of its employees, servants, and agents and agrees



that it shall defend, indemnify, and hold harmless the district, its officers, boards, committees, and employees from and against any and all loss, damage, cost, charge, expense, liability, action, and claim which may be made against it or them or to which it or they may be subject resulting from Vendor/Contractor's performance and/or obligations hereunder and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expense. This indemnification is not limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor/contractor under the Workmen's Compensation Act, Disability Benefits Act, or other employees' benefits.

#### **D. Compensation**

The Contractor acknowledges and agrees that it is responsible for compensating the drivers under this Agreement. Disputes between the vendor/contractor and its drivers shall not impair the execution of this contract at any time. It shall be understood drivers employed or contracted by vendor/contractor are not employees of the district and shall not be entitled to any benefits provided to employees of the district.

#### **E. Routes & Schedules**

The vendor/contractor shall conduct transportation in conformance with specifications as herein set forth and in accordance with routes and schedules as, from time to time, may be determined by the district to be compatible with school and/or program schedules. Transporting students during inclement weather shall unless the school is canceled, delayed, or early dismissal, be executed in accordance with non-inclement weather days.

The vendor/contractor is ultimately responsible for devising the specific transportation schedules for the routes awarded including the vehicle number, names and addresses of students assigned to that vehicle, driver's name, pick-up and drop-off orders and times. Schedules shall be submitted to the district one (1) week prior to the start of the school year, or on a mutually agreed upon date, and three (3) to five (5) full business days prior to the commencement of service at any other time during the course of the year. No student shall be scheduled to be en route for more than one (1) hour unless prior approval is obtained in writing from the district. The vendor/contractor shall submit route maps of designated routes at the request of the district. The transportation schedules, once submitted and

approved, shall be strictly followed. No changes in routes may be made without written prior approval by the district. In addition, the district reserves the right to rearrange, reassign, adjust and terminate routes and vehicle schedules in the best interests of the district.

#### **F. School Calendar**

The days on which student transportation services are to be provided will be furnished by the Dean of Operations at Summit Public School: Olympus on an annual basis, no later than June 15th. The school calendar (Attachment A) for the first year of the contract (August 2023 - July 2024) is included in this bid document and all interested vendors shall consider their ability to satisfy these dates prior to submitting a sealed bid for consideration.

#### **G. Communication**

Communication with parents, school representatives and the district is key to a successful transportation effort. It is the expectation of the district that the vendor/contractor shall maintain adequate communication with appropriate program/school representatives and with the parents of each student transported with reference to unscheduled program changes (days off, early release, and no-school announcements). When and if an unscheduled program change occurs, the vendor/contractor is responsible for responding appropriately.

#### **H. Account Supervisor**

The vendor/contractor shall provide a full-time Account Supervisor, who will assume control of the vehicles and drivers. The Account Supervisor, or their designee, should be immediately available by telephone or email from 5:00 a.m. to 6:00 p.m. on school days and within three (3) hours during instances of inclement weather and within one (1) hour following report of a traffic incident or student incident with risk to student health or safety.

#### **I. Accidents**

The vendor/contractor is required to notify the Dean of Operations of Summit Public School: Olympus as immediately as possible of any accidents or collisions involving a vehicle when students are present. In the event an accident or collision involves the injury or death of a student, the contractor is responsible for notifying school personnel immediately after contacting emergency services.

The vendor/contractor shall also make written reports of all accidents or collisions when transporting students in which a vehicle becomes involved in an accident or collision and provide the documented report to the district within twenty-four (24) hours to the School.

Failure to notify the school of an accident or collision and/or provide the written report in a timely manner shall constitute a breach of the contract and the district has the discretion to terminate the contract and the school utilizing the performance bond to continue student transportation operations until a contract can be negotiated with a new vendor.

#### **J. Assignments**

The vendor/contractor shall not assign or sublet the contract, or work, or any part thereof, nor assign money due or to become due without written prior approval from the district.

#### **K. Information to Drivers**

The vendor/contractor shall provide each driver with each student's name, the name(s) of their parent(s) or legal guardian(s), their address(es), and the telephone number(s) of each parent or legal guardian (including, but not limited to home, work, cell, etc.). These student information lists are to be in the driver's possession at all times when transporting students. The vendor/contractor and each driver shall maintain the confidentiality of such information and shall not release such information to other persons without prior written permission from the district.

#### **L. Information to Parents**

The vendor/contractor shall contact the parent(s) or legal guardian(s) of each student on their route at least three (3) days before the first pick-up. The vendor/contractor will identify the driver by name, the substitute driver by name (if applicable), describe the vehicle that will be used, give an approximate pick-up and drop-off time, and inquire as to any facts that should be known about the student to ensure safe transportation.

#### **M. Telephone Communication**

The vendor/contractor shall maintain a telephone connection through which the district may, if necessary, make quick contact with the owner, Account Supervisor, or driver. The vendor/contractor shall also supply a twenty-four (24) hour "hotline" to address any special or emergency issues or

problems that arise. Between the hours of 5:00 A.M. and 6:00 P.M. on days when students are being driven, the vendor/contractor shall have its phones staffed such that the Account Supervisor, or their designee with authority to make decisions/changes/adjustments and implement them immediately, shall be available to confer with the district. If the Contractor employs an answering/message service for its incoming calls after these hours, it shall arrange to have the Account Supervisor, or their designee with decision-making authority, respond within three (3) hours to calls from the district or such other timeframe provided in this document.

#### **N. Designation of Drivers, Vehicles, and Routes**

On or before one week prior to the commencement of contract operations, the vendor/contractor shall submit in writing to the district, a list designating the assignment of drivers and vehicles for each route (notably, all must satisfy the requirements of Article VI, including but not limited to, criminal background checks, physical examinations, and drug testing).

#### **O. Route Sheets**

The vendor/contractor shall provide written reports to the district showing the time each rider is picked up and the time each rider reaches their destination. These reports are to be compiled by the vendor/contractor and provided to the district, attached to the monthly invoice, and upon request.

#### **P. Identity of Drivers**

On or before August 1st of each year, the vendor/contractor shall provide the district with a list of all known drivers and substitute drivers, along with a certificate that each driver is properly licensed and that thorough background checks have been made of each driver. The list shall contain the name, address, telephone number, and license number. The list shall also verify that each driver has not had his/her/their license revoked or suspended.

#### **Q. Substitution of Drivers**

The vendor/contractor shall inform the district, in advance, whenever possible, if there is a need to have a substitute driver. The vendor/contractor shall inform the district within 48 hours of the substitution. In each instance of substitution, the substitute shall be a previously designated substitute driver (notably satisfying all background checks), assigned to the route in question.

## **R. Identity of Vehicles**

On or before August 1st of each year, the vendor/contractor shall provide a list showing license plate numbers, registration certification numbers as issued by the State of Washington Department of Licensing, manufacturer, model, year of manufacture, vehicle identification numbers (VIN) and current mileage for each vehicle intended to be used for transporting students under this contract. Each vehicle must satisfy all applicable laws and regulations or other pertinent regulations that are enacted during this contractual period.

All vehicles must be properly maintained throughout the life of the contract and may be inspected by district personnel at any time. For example, doors shall not stick, all locks and seat belts must work, and there shall be no broken or cracked glass, no torn upholstery, by way of example only. Vehicles shall be clean, inside and out, and shall be smoke-free at all times. A vehicle is not acceptable if there is a lingering odor of smoke from the driver or anyone else previously smoking within the vehicle. No vehicle shall be in need of body repair.

The district reserves the right to make unannounced inspections of all vehicles and, if deemed unsafe by the district, the vehicle will be removed from the fleet.

## **S. Substitution of Vehicles**

The vendor/contractor shall make no substitutions of vehicles without permission of the district for the duration of the contract period, except in case of emergency and breakdown, and then only for a period not to exceed one (1) week. All substitute vehicles shall be subject to all contract requirements and all required information regarding the substitute vehicle shall be provided in writing to the Dean of Operations for Summit Public School: Olympus within twenty-four (24) hours of substitution.

## **T. Compliance with Laws & Regulations**

In carrying out the terms of this contract, the vendor/contractor shall conform and comply with all current and future applicable laws, rules, and regulations as required by the state of Washington, the Federal Government, Interstate Commerce Commission, the Department of Labor, the State of Washington Department of Licensing, and the district. The contract shall be governed, construed, and enforceable in accordance with the laws of the state of Washington.

## **Article IV - District**

### **A. Changes to Routes**

The district may rearrange, reassign, adjust or delete routes and schedules when it is in the interest of the district to do so. All changes in routes are to have prior written approval from the district before any proposed changes are put in place. Unauthorized stops at any time while transporting students are strictly prohibited. Drivers allowing unauthorized stops will be dealt with in a progressive disciplinary manner. Failure to adequately safeguard the student riders may be deemed a breach of contract and result in the school utilizing the performance bond to continue student transportation operations until a contract can be negotiated with a new vendor.

### **B. School Delays or Early Dismissal**

In the event of inclement weather or an event requiring delaying the start of or dismissing students early, the Dean of Operations for the Summit Public School: Olympus will provide the Account Supervisor with immediate verbal and written notification. The vendor/contractor shall work with the district to meet student transportation needs for the impacted day(s).

For school delays, this notification will happen ***no later than 6:15am on an impacted day(s)***. For early dismissals, this notification will happen immediately once a decision has been made by the district.

### **C. School Cancellation**

In the event school is canceled and there is no need for student transportation, the Dean of Operations for the Summit Public School: Olympus will provide the Account Supervisor with immediate verbal and written notification of the impacted day(s) ***no later than 6:15am on an impacted day(s)***.

### **D. Rejection of Drivers**

At its sole discretion, the district reserves the right to reject any proposed or current driver if it is deemed by the district to be in the best interest of the district to do so.

### **E. Rejection of Vehicles**

At its sole discretion, the district reserves the right to discontinue the use of any vehicle which it considers to be unsafe or in poor or unsatisfactory condition for the purposes of this contract.

## **Article V - Vehicles**

### **A. Capacity**

Vehicles used during the execution of transporting students under this contract must have one seat available for every rider scheduled to be on the vehicle, with capacity options of up to forty-five (45) total seats on an individual vehicle.

### **B. Signage**

Each vehicle shall have a sign identifying the vehicle as transporting students, as required by appropriate State and Federal statutes.

### **C. Reports of Condition**

Daily reports of inspections, including but not limited to cleanliness, tires, and window operations, by the driver and vendor/contract shall be submitted to the district on a quarterly basis.

### **D. Tires**

All vehicles used shall be equipped with safety mud and snow tires on the rear driving wheels from November 1st through April 21st of each year.

### **E. Communication Equipment**

All vehicles are to be equipped with two-way communication equipment and drivers are required to use these in the event of an emergency or need to be contacted by the vendor/contractor or the district.

### **F. Other Equipment**

The vendor/contractor shall have available a portable GPS system for every driver. As part of this bid, the vendor/contractor should note any unique equipment they anticipate using while transporting students. All vehicles used in connection with this contract must be equipped with a real-time global positioning system (GPS). The contractor shall make available any data regarding the operation of a vehicle transporting students under this contract. The real-time GPS system shall be supplied, installed, and fully operable for the life of this contract.

### **G. Temperature**

The interior temperature of the vehicle shall be maintained no less than fifty-five (55) degrees when occupied. Windows must be in working order to allow for adequate ventilation.

## **H. Cleanliness**

1. All vehicles shall be cleaned by sweeping or vacuuming daily in advance of starting any routes covered under this contract and shall be maintained free of noxious odors and poisonous gasses at all times. The district may periodically inspect vehicles and report any violations of this clause to the Account Supervisor with the expectation of being remedied immediately.
2. All vehicles shall be thoroughly cleaned by sweeping and vacuuming, and the interior washed with a water mixture of detergent and disinfectant during each school vacation period. The interior and exterior surfaces of all windows shall be maintained in a clean and safe condition, weather conditions permitting. Under no conditions shall vehicles be operated when the operator's vision is impaired by conditions of the glass surface.

## **I. Smoking & General Driver Conduct**

Smoking, vaping, expectorating, or the chewing of tobacco shall not be permitted in vehicles. The use of profane words or language shall not be permitted. Vehicle radios shall not be played outside of school buildings. Drivers shall enforce such rules. No driver shall smoke or use tobacco products while waiting for a student, whether waiting on the grounds of the student's home or on school grounds.

## **J. Unauthorized Passengers**

Unauthorized passengers at any time while transporting students is strictly prohibited. Drivers allowing unauthorized passengers will be dealt with in a progressive disciplinary manner. Failure to adequately safeguard the student riders may be deemed a breach of contract and result in the school utilizing the performance bond to continue student transportation operations until a contract can be negotiated with a new vendor.

## **Article VI - Drivers**

### **A. Age**

All drivers shall be at least twenty-one (21) years of age, shall be of high moral character, shall be experienced and safe drivers, and shall not be disqualified from serving as a school bus driver under WAC 392-144-103. The district reserves the right to certify the employment of all drivers who will be providing student transportation under this contract.



## **B. Physical Examination**

The vendor/contractor must attest to the vision, hearing ability, reflexes, and condition of the heart and respiratory system of each driver before they are allowed to transport students under this contract.

## **C. Completion of Appropriate Background Checks**

The Contractor shall work closely with the School and/or participating District to have their driver(s) complete appropriate CORI and fingerprinting forms.

## **D. Drug Testing**

Each driver must be drug tested in compliance with the U.S. Department of Transportation, Federal Highway Administration, Motor Carrier Safety Regulations, 49 CFR 391.81 et seq. N.B. Subpart H "Controlled Substance Testing". For the purposes of this contract, no driver is exempt from the testing. The cost of the drug testing is to be borne by the vendor/contractor.

## **E. Alcohol & Weapons**

Drivers shall not have any weapons on the vehicle at any time, nor shall they have or recently consumed alcohol prior to transporting students.

## **F. Safety of Students**

Each driver shall place the safety of school children above any other consideration at all times and shall under no circumstances leave the vehicle unattended at any time while it is occupied.

It shall be the responsibility of each driver to assure that the safety of a student is not jeopardized during boarding and disembarking.

It is the responsibility of the bus driver to verify, and communicate to dispatch, that all students have exited the bus and their final run for the day is complete.

## **G. Order & Conduct**

Each driver shall maintain order among students within the vehicle. Students disobeying the instruction of the driver shall be reported to the district for disciplinary action.

## **H. Complaints**

Drivers shall report complaints by students or parent(s)/legal guardian(s) of students to their Supervisor promptly, who will communicate this to the district no later than three (3) hours after receiving notice.

## **I. Training**

The vendor/contractor is required to conduct training programs with all of its drivers, at no additional expense to the district, and provide written proof of all training and driver participation within one (1) week of providing the training. Such training may include

1. Acquainting them with the proper procedures to follow in case of: brake failure; vehicle stalling; how to react to skids; an accident; driver and student rules and regulations; first aid; EpiPen use, and how to care for special needs of students.
2. The vendor/contractor must agree that all drivers will attend whatever conferences are offered locally by the Department of Licensing or the local Police Department when requested by the district regarding the transportation of school children.
3. The district may, however, require the driver to attend additional workshops. These workshops will be limited to assisting the driver to meet the special needs of the students being transported.

## **J. Fluency**

The driver shall be sufficiently fluent in English to be able to communicate about/with a student or vehicle emergency.

## **K. Scheduling of Drivers**

To the extent possible, the same driver will be scheduled to drive both the morning and afternoon runs of a particular route for the duration of a school year.

# **Article VII - Payment**

## **A. Monthly Payment**

The district shall provide payment via Automated Clearing House (ACH) to the vendor/contractor within two (2) weeks of receiving a complete monthly invoice package (e.g. invoice, details of charges by route, the maintenance of schedule, and route sheets). Incomplete invoice packages may result in delayed payment and shall not constitute any late payment fees from the vendor/contractor.

## **B. Withholding of Payment**

Whenever failure to comply with the contract is in question, "liquidated damages" as defined in Article IV, Section F.2., will be withheld from the district's monthly payment until there is a mutual agreement or

other legal resolution on the failure to comply. In addition, a lack of student transportation being provided due to an oversight on the part of the vendor/contractor shall result in no payment for the impacted day(s). Repeated instances may result in a breach of contract and the school utilizing the performance bond to continue student transportation operations until a contract can be negotiated with a new vendor.

#### **C. School Delays & Early Dismissals**

Payment for any days where the notification was made in advance of the 5:45am deadline will be free of charge for the impacted day(s). If the district fails to provide notification prior to 5:45 am in the event of a school delay or the vendor/contractor is unable to respond in enough time for an early dismissal, the district agrees to pay 50% of the expected transportation cost for the day.

#### **D. School Cancellations**

If the district provides notification to the vendor/contractor in advance of the 5:45am deadline, no payment shall be made for routes not operated. If the closure is knowingly expected to last more than one (1) school day, the Dean of Operations may provide notification for all known closure days at once.

#### **E. Long-Term School Closures**

School closures due to local, county, state, or federal mandates for any reason shall result in the school paying a decreased amount of the daily rate per route based on the length of closure (0 - 30 days = 50%; 31 - 60 days = 25%; 61+ days = 0%).

### **Article VIII - General Provisions**

#### **A. Custody of Students**

The vendor/contractor and driver shall be deemed to have custody over students. The custodial responsibility for the physical safety of a student shall commence:

1. At the initial pick-up at the student's dwelling or other structure, at the point in time when the student leaves the door of the dwelling or structure until the student safely arrives at the confines and is received by a staff member of the district.

2. At pick-up from the district for the return home to the dwelling, from the point in time when the student leaves the door of the district building until the student returns and re-enters the interior of said student's dwelling.
3. Drivers must not leave a vehicle unattended when children are in the vehicle. In an emergency, the driver's first concern must be for the children.

**B. No Express or Implied Warranties by the District**

Notwithstanding anything to the contrary contained in these documents, it is understood and agreed by and between the vendor/contractor and the district:

1. No information or data provided by the district herein or in relation to this bid for student transportation services shall be considered to be representative, warranted, or guaranteed to be exact or accurate, (i.e. the district does not guarantee the continuation of any or all routes or schedules, or that new students will not be added to the routes, schedules, etc). The vendor/contractor acknowledges it is responsible for determining the accuracy of any estimate or information provided by the district in which it uses to formulate its bid and acknowledges that it has had the opportunity to investigate the same. In fact, the vendor/contractor agrees that it has not substantially relied on or assumed the accuracy thereof but has instead undertaken its own inquiry and/or investigation to consider, evaluate, and determine any and all facts or factors necessary or convenient for it to submit a valid and binding bid for student transportation services.
2. The vendor/contractor warrants it is experienced and knowledgeable in developing and preparing such a bid and is experienced and knowledgeable and equipped to provide such student transportation services.
3. The vendor/contractor, understanding that any information and/or estimates provided by the district relating to this bid for student transportation services do not constitute a representation, guarantee, or warranty of accuracy, agrees that failure to secure and investigate the accuracy of such estimates and information relied upon thereby in making its quote shall in no way relieve vendor/contractor from any obligation in respect to its quote and, if awarded the contract,

vendor/contractor agrees it shall execute said contract and be bound thereby. The vendor/contractor agrees to and hereby releases the district of any and all claims, demands, suits, causes of action, arbitration, or disputes whatsoever arising out of or relating to such estimates and/or information.

### **C. Failure to Perform**

If the vendor/contractor is unable to furnish transportation for any given day, the vendor/contractor shall reimburse the school district for all actual costs required for furnishing alternative transportation as billed to or paid for by the district. In the event the district exercises its right to make other student transportation arrangements, and someone suffers personal injury or property damage as a result in any way arising from such alternate arrangements, the vendor/contractor agrees to indemnify hold harmless and defend the district, its officers, boards, committees and employees from any and all loss, damage cost, charge, expense, and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission, or default on the part of the person and/or entity providing said alternate transportation or on the part of the district in making said alternate arrangements, the vendor/contractor will pay promptly all costs and expenses of the investigation and defense thereof, including without limitation attorney's fees and expense.

### **D. Termination by the District**

In case of failure on the part of the vendor/contractor to execute the work as per agreement, the district reserves the right in its sole discretion to terminate the contract, satisfying its wants through another vendor/contractor. The district shall thereupon collect from the vendor/contractor any difference in price as a result of such failure on the part of the vendor/contractor.

The district shall not enter into the contract for student transportation services described herein unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds. Please note that the district shall cancel the contract if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal year succeeding the first year.

The district may terminate a contract by giving two (2) weeks of written notice provided to the Account Supervisor by the Dean of Operations at Summit Public School: Olympus.

**E. Where a Conflict Exists Vendor/Contractor has Burden to Perform Pursuant to District's Option**

Notwithstanding anything to the contrary contained in these specifications, Contract, or related materials it is understood and agreed by the vendor/contractor that if there is any conflict between or ambiguity created among the terms of the Contract, any provisions of State law or regulation promulgated thereunder, or any regulation interpretation or option selected or discretion implemented by the district then unless preemption under State law applies, the district will have the right and option to select the option/alternative which is the more onerous and imposes more obligation/responsibility on the vendor/contractor without any increase in the contract price or right to claim adjustments by the vendor/contractor.

**F. Contractor's Express Warranties Regarding Personnel**

As a requirement of the prospective vendor/contractor to bid for and be qualified to be awarded the contract, the vendor/contractor agrees to provide, warrant, and represent that, before the date of provision of student transportation services that for all of its employees, agents, servants or personnel, hereinafter "Personnel", having any actual or potential contract or involvement with the Students it:

1. has no Personnel who have either been convicted of any offense involving violence or assault on any person, (including but not limited to any assault battery, abuse, sexual misuse or abuse, lewd and lascivious conduct, indecent acts, assault battery or similar offense, domestic abuse or violence), or controlled substance or drug abuse-related offense. The above described as used, herein, shall not be limited to actual conviction but shall also mean and include probation, plea bargain, alternative sentence or plea, or non-criminal disposition which arose from or out of a charge or complaint of any of the above or similar offenses. All said personnel of the vendor/contractor shall sign releases and authorizations for the vendor/contractor and district to seek and obtain any information related to and involving the above.

2. will coordinate and conduct a drug testing program as described in Article VI, Section D. The district will have access to the results of such testing but the vendor/contractor will oversee the planning, coordination, selection, and oversight of the testing entity(ies) and times.
3. will obtain releases and authorizations for all said Personnel attesting to the successful results of all background and driving test requirements, and make available to the district an attestation for each Personnel associated with executing this contract.

**G. Required Experience**

The vendor/contractor shall demonstrate it has successfully provided student transportation for at least two (2) years for school districts, charter schools, or other educational institutions. Experience may include prior experience as an owner or principal operator of a company other than the prospective contractor/vendor.



## Summit Olympus High School 2023-2024 Calendar

July 2023						
SU	MO	TU	WE	TH	FR	SA
						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					

August 2023						
SU	MO	TU	WE	TH	FR	SA
		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 2023						
SU	MO	TU	WE	TH	FR	SA
					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 2023						
SU	MO	TU	WE	TH	FR	SA
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 2023						
SU	MO	TU	WE	TH	FR	SA
			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 2023						
SU	MO	TU	WE	TH	FR	SA
					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 2024						
SU	MO	TU	WE	TH	FR	SA
	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 2024						
SU	MO	TU	WE	TH	FR	SA
				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 2024						
SU	MO	TU	WE	TH	FR	SA
					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 2024						
SU	MO	TU	WE	TH	FR	SA
	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				

May 2024						
SU	MO	TU	WE	TH	FR	SA
			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	

June 2024						
SU	MO	TU	WE	TH	FR	SA
						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						

\*see dates by site below

	First and Last Day of Academic Year	
<b>31</b>	Bold text indicates school days	180 days
	Student Orientation	1 day
	Holiday: School sites closed	32 days
	Personalized Learning Plan Meetings	2 days & 2 half-days
	Expeditions	



<b>DATE</b>	<b>EVENT</b>
<b>August 15</b>	Student Orientation
<b>August 16</b>	First Day of School
<b>September 4</b>	Holiday: School sites closed
<b>September 28</b>	Minimum Day: PLP meetings
<b>September 29</b>	Pupil Free Day: PLP meetings
<b>October 9</b>	Holiday: School sites closed
<b>November 10</b>	Holiday: School sites closed
<b>November 20-24</b>	Holiday: School sites closed
<b>Dec. 25 - Jan. 8</b>	Holiday: School sites closed
<b>January 9</b>	First day back in school for 2024
<b>January 15</b>	Holiday: School sites closed
<b>February 19-23</b>	Holiday: School sites closed
<b>March 14</b>	Minimum Day: PLP meetings
<b>March 15</b>	Pupil Free Day: PLP meetings
<b>April 1</b>	Holiday: School sites closed
<b>April 8-12</b>	Holiday: School sites closed
<b>May 27</b>	Holiday: School sites closed
<b>June 7</b>	Last Day of School

### **Bid Submission Checklist**

- \_\_\_\_\_ Bid Submission Checklist
- \_\_\_\_\_ Route Pricing Sheet
- \_\_\_\_\_ Vendor/Contractor Questionnaire
- \_\_\_\_\_ Most Recent Audited Financial Statements
- \_\_\_\_\_ Safety and/or Training Program
- \_\_\_\_\_ Draft Contract (*this is to speed up the process once the bid has been awarded*)
- \_\_\_\_\_ Flash Drive with all documents (*scan of the Assurances Check not necessary*)
- \_\_\_\_\_ Sealed envelope labeled "Bid for Student Transportation Services"

<b>Vendor/Contractor Name:</b>	
<b>Primary Contact Name:</b>	
<b>Primary Contact Email:</b>	
<b>Primary Contact Number:</b>	
<b>Secondary Contact Name:</b> <i>If Applicable</i>	
<b>Secondary Contact Email:</b> <i>If Applicable</i>	
<b>Secondary Contact Number:</b> <i>If Applicable</i>	

\_\_\_\_\_  
**Vendor/Contractor Signature**

\_\_\_\_\_  
**Date**

## **Route Pricing Sheet**

***Providi the Route Pricing Sheet as an Excel file.***

## **Vendor/Contractor Questionnaire**

1. How many years has your business been providing student transportation services in Washington state? \_\_\_\_\_
2. Will you own, lease, or a combination of both the vehicles you expect to use for executing student transportation services under this contract? \_\_\_\_\_
3. How many vehicles do you currently own/lease? \_\_\_\_\_
4. Attach a list of student transportation service contracts you have/had during the last two (2) years.
5. Attach a copy of your latest audited Financial Statement. If the latest audited statement is not available, then the prospective contractor's latest tax return, noting any significant changes that have occurred since the last audit or tax return filing.
6. Attach a copy of your Safety and/or Training Program.