

**Request for Proposals
Student Transportation Services
RFP No. 2023-01**

RFP Issued:	6/6/2023
Proposals Due:	Not Later than 2:00:00 PM Pacific Time, Wednesday June 21, 2023 Late proposals will not be accepted or considered.
Submit Proposals to:	<u>ELECTRONIC SUBMITTAL</u> Submit One (1) electronic proposal via email: nbassen@riverdale.k12.or.us <u>HARDCOPY SUBMITTAL</u> Submit one (1) original proposal to Nicole Bassen, 11733 S Breyman Ave, Portland, OR 97219 The Proposal, including all required documentation, must be submitted not later than 2:00 PM PST on Wednesday June 21, 2023 Late Proposals will not be accepted.
Procurement Contact:	Nicole Bassen, Business Manager Email: nbassen@riverdale.k12.or.us Deadline for Questions: 5:00 PM PST on Wednesday, June 14, 2023

Purpose:

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Student Transportation Services.

Pre-Proposal Conference:

A **mandatory Pre-Proposal Conference** will be held on Monday June 12, 2023 at 3:00 pm Pacific Time at Riverdale Grade School, 11733 S Breyman Ave, Portland, Oregon, 9721. A virtual option will be available. Riverdale School District conducts such meetings in order to clarify information provided in the RFP and to provide interested proposers an opportunity to ask questions about the RFP. Statements made by the District’s representatives at the pre-proposal meeting are not binding on the District unless confirmed by written addendum.

Proposals & Opening:

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation as outlined above **NOT LATER THAN: 2:00 PM, PST on Wednesday, June 21, 2023**. No public opening will occur. The number of Proposals received, the identity of Proposers, or the contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Interview:

In addition, selected proposers must be available for an interview if requested with the Selection Committee on Friday, July 7, 2023.

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ADVERTISEMENT

REQUEST FOR PROPOSALS

STUDENT TRANSPORTATION SERVICES

Issuance of Request for Proposal: 6/6/2023
Proposals Due: 6/21/2023 2:00 PM PST

RIVERDALE SCHOOL DISTRICT is seeking proposals from qualified contractors to provide student transportation services including home-to-school transportation, individualized transportation, and trips per the specifications of the solicitation document. The contract period is expected to begin July 1, 2023, with an initial three-year term. A copy of the proposal instructions may be obtained by contacting:

Nicole Bassen
Business Manager
11733 S Breyman Ave
Portland, OR 97219
nbassen@riverdale.k12.or.us

There will be a mandatory pre-proposal meeting on Monday, June 12, 2023. A virtual attendance option will be offered. Interested proposers must submit a Proposal pursuant to the provisions of this Solicitation by email or mail to the above contact **NOT LATER THAN: 2:00 PM, PST on Wednesday, June 21, 2023.**

The District reserves the right to reject any or all proposals.

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Lake Oswego Review
Published: June 6, 2023
Portland Business Tribune

11733 S Breyman Ave. • Portland, OR 97219 • Phone: 503-262-4840 • Fax: 503-262-4841
• www.riverdaleschool.com

II. INTRODUCTION

RIVERDALE SCHOOL DISTRICT is soliciting proposals for Student Transportation Services. The district intends to award a single contract as a result of this RFP. This determination will be based upon the evaluation of scores underlying the rank of each proposal and the capacity of the proposers, and shall be at the sole discretion of the District. The evaluation criteria include, but are not limited to, price (overall cost of services to be rendered), quality of management and operations, company stability, service reputation, length of time in business, preventive maintenance program, safety program, technology and equipment (buses) to handle the number of students needing to be transported daily. The proposals will be evaluated from the standpoint of capability to serve District needs in an efficient and safe manner and to provide leadership in evaluating current routing, bus stops, etc.

A. ABOUT THE DISTRICT

RIVERDALE SCHOOL DISTRICT is an independent public school district founded in 1888. Today, Riverdale Grade School (K-8) and Riverdale High School (9-12) serve more than 600 families living in a residential wooded area of Multnomah County. The District is Located seven miles south of downtown Portland, Oregon and adjacent to the City of Lake Oswego.

B. TIMELINE

ACTIVITY	DATE
Issuance of Request for Proposal	6/6/2023
Pre-Proposal Conference (<i>Mandatory</i>)	6/12/2023
Deadline for Questions or Clarifications	6/14/2023
Final Addenda Deadline	6/19/2023
Proposals Due	6/21/2023
Interviews (<i>Potential</i>)	7/7/2023
Notice of Intent to Award	7/10/2023
Contract Award (when is the board meeting)	7/24/2023
Anticipated Contract Start	8/1/2023

The District reserves the right to deviate from this schedule.

C. PRE-PROPOSAL MEETING

A **Mandatory Pre-Proposal Conference** will be held on Monday, June 12, 2023 at 3:00 PM PST at 11733 S Breyman Ave, Portland, OR 97219. A virtual attendance option will be available.

Riverdale School District conducts such meetings in order to clarify information provided in the RFP and to provide interested proposers an opportunity to ask questions about the RFP.

Statements made by the District's representatives at the pre-proposal meeting are not binding on the District unless confirmed by written addendum.

D. QUESTIONS

All questions or comments regarding this Request for Proposals or related technical issues must be submitted in writing via email to nbassen@riverdale.k12.or.us. To be considered, questions must be received by the District prior to the deadline (See Timeline). A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all firms in receipt of this RFP.

E. ADDENDA

1. Addenda, if any, will be issued anytime up until three (3) calendar days prior to the proposal due date.
2. Modifications to this RFP shall be made only by addenda to the solicitation. Verbal or other instructions, interpretations, and changes shall not serve as official expressions of Riverdale School District and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by Proposer and included in their Proposals. All addenda issued by the District shall be acknowledged by Proposer on the Proposer Certifications and Representations Form.

III. SCOPE OF WORK

A. SCOPE OF CONTRACT

1. To provide safe and reliable transportation to and from school and school-related functions. A typical regular school year will require 170-175 student transportation days depending on the grade level. Total days may vary slightly from year to year and could be reduced due to revenue constraints. The District will only be billed for days that service is provided by the Contractor.
2. To maintain orderly behavior and conduct of students on buses
3. To provide a close working relationship between the management of the company and the administration and management of the District.
4. To provide positive public relations between the Contractor, the District, and its patrons.

B. CURRENT SERVICE LEVEL

The following information is intended to provide Proposers with a general understanding of current District operations and transportation requirements within the district. Proposals should meet the requirements specific within this solicitation based upon maintaining the approximate current transportation service level.

1. [DISTRICT MAP](#)
2. [SCHOOL CALENDAR](#)

3. HOURS

- a) Grade School:
 - (1) Start Time: 8:30 am
 - (2) End Time: 3:20 pm (2:20 pm on Wednesdays)
- b) High School:
 - (1) Start Time: 9:00 am
 - (2) End Time: 3:55 pm (2:55 pm on Wednesdays)

4. CURRENT ROUTES

- a) **GS Routes**
 - (1) Route 1: 11 stops, AM First pick up 8:00 am Last pick up 8:15 am, PM First drop off 3:30 pm Last drop off 3:45 pm
 - (2) Route 2: 14 stops, AM First pick up 7:57 am Last pick up 8:15 am, PM First drop off 3:30 pm Last drop off 3:48 pm
 - (3) Route 3: 21 stops, AM First pick up 8:02 am Last pick up 8:16 am, PM First drop off 3:30 pm Last drop off 3:45 pm
- b) **HS Routes**
 - (1) Route 1: 10 stops, AM First pick up 8:32 am Last pick up 8:45 am, PM First drop off 4:07 pm Last drop off 4:18 pm
 - (2) Route 2: 12 stops, AM First pick up 8:34 am Last pick up 8:44 am, PM First drop off 4:09 am Last drop off 4:17 pm
 - (3) Route 3: 6 stops, AM First pick up 8:42 am Last pick up 8:46 am, PM First drop off 4:07 pm Last drop off 4:11 pm

Proposers may describe route or other service alternatives within their proposal but may not include such changes in their pricing proposal. The Successful Proposer will have the opportunity to discuss implementation of such proposals once under Agreement with the District.

C. EQUIPMENT MAINTENANCE

1. Contractor shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass the State School Bus Inspection.
2. Buses and vehicles shall be kept in a clean and sanitary condition and free from body damage, including:
 - a) Buses shall be cleaned inside and out as necessary and should be washed at least twice per month during the school year. This will not be billed as a separate activity.
 - b) Repairs to visible body damage, inside and out shall be made immediately after such damage occurs, including minor dents and paint scrapes of a cosmetic nature.
 - c) Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance.
3. Contractor shall administer on all buses and vehicles used by Contract in the transportation of students, an extensive preventive maintenance program which shall include at a minimum:

- a) A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by **August 15** of every contract year or every 25,000 miles, whichever comes first. No inspection period, from the last to the most current, shall exceed 12 months.
- b) A daily pre-trip bus inspection and withdrawing a bus from service if a serious defect exists, which includes, but is not limited to steering, brakes, primary vision, exhaust, wheels, or tires.

D. FLEET

Contractor shall have a fleet of adequate numbers and capability to guarantee service for the District's student transportation needs, including home to school transportation, individualized transportation, and activities, athletics and field trips. Contractor shall provide adequate equipment within the fleet to meet accessibility requirements in Section H below. Equipment shall be added when needed to meet increasing needs. Such additions must be pre-approved by the District. The District's initial fleet/route request is listed below. In addition to this, the District welcomes an alternative suggested fleet configuration by the Proposer.

1. **REGULAR HOME-TO-SCHOOL.** Provide a minimum of three (3) routes, with the possibility of a fourth (4th). Bus capacity is 65-84
2. **ACTIVITIES, ATHLETICS, AND FIELD TRIPS.** Activities, athletics and field trips - provide as a minimum two (2) 65-84 passenger buses
3. **SPARE BUSES.** Buses of appropriate size shall be located at a central location, where they may be substituted for regularly assigned buses if needed without undue delay. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.
4. Contractor shall also have on hand personnel able to react within this time frame.

E. DISTRICT INSPECTION

The District retains the unrestricted right to inspect at any time the Contractor's facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with Agreement terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the Contractor shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the District.

F. RADIOS

Contractor shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a two-way radio or other communication system. Contractor must specify the system planned to be provided.

G. VIDEO AND AUDIO MONITORING

All buses used under this contract (including spares) will be equipped with high-quality digital video and audio monitoring systems. Audio and visual coverage should capture riders during seat time and loading /unloading of the bus to capture driver interactions with students, parents, and staff. Contractor is responsible for maintaining and replacing equipment. System components are subject to approval by the District.

Systems must be operational on all buses whenever students are present on the bus. Systems shall be kept in good working condition and checked at least once a week by the Contractor to verify that they are working. Documentation of system checks shall be provided upon District request.

Video surveillance of students is confidential and shall be considered property of the District. Contractor shall not allow viewing of the surveillance footage by any person that is not authorized by the District. Contractor will work with the District on an archival and retrieval plan. Video recordings requested by the District must be transferred to a secure cloud website for viewing within 24 hours of the request, in a format that can be viewed without specialty software.

H. ACCESSIBILITY

Contractor shall provide vehicles and equipment to meet accessibility needs for all students. District will consult with Contractor on individual needs that may include, not be limited to, the following considerations:

1. **HANDRAIL** Availability on both sides of stairs, height, extension, size
2. **STEPS.** Height, depth, angle, and traction
3. **SEATS.** Restraint, size of seats to meet all student sizes
4. **SEATBELT LOCKS**
5. **LOADING AND UNLOADING ASSISTANCE**

The Contractor shall provide any modifications to equipment or additional equipment to meet student needs.

Proposed initial fleet shall be evaluated by the District for accessibility prior to approval and agreement under the contract.

I. REQUIRED MODIFICATIONS

Any installation of equipment modifications required by a change in law or regulation shall be the responsibility of the Contractor. Any installation or modification of equipment required by the District in addition to laws or regulations shall be done by the Contractor, with reimbursement to be made by the District at a prior approved cost.

J. FACILITY

The Contractor shall have full responsibility for equipping, maintaining and operating a facility in compliance with all District, city, county, state and federal laws and requirements, including but not limited to environmental requirements.

By no later than the date the contract is executed, the Contractor shall provide the location of the transportation facility designated for use in serving the District.

1. **STAFFING HOURS** The Contractor will staff their facilities in a way to provide sufficient support and maintenance during transportation hours. The proposer will include information on how they plan to staff their facility and when and what services are available during what times in their proposal.
2. **EMERGENCY CONTACT** One or more emergency phone numbers must be provided to the District where the Contractor can be reached 24 hours a day, 7 days a week, in case of emergency.

K. SCHEDULES

1. SCHOOL SCHEDULES

Setting school hours is the responsibility of the District. It is recognized, however, that school hours have a great impact on the ability of the Contractor to efficiently meet the requirements of the Agreement. The District will inform the Contractor of any planned changes in school hours, from one year to the next, no later than July 1. The Contractor will support the District in its establishment of the best combination of school and bus schedules by August 15, with all final decisions at the discretion of the District.

2. SCHEDULE PUBLICATION

By August 15th of each year, the Contractor will provide a written summary of A.M. route schedules presented separately by route and by street for district publication to parents. Contractor shall provide the routes in a format specified by the district.

3. SCHEDULE ADJUSTMENTS

All route schedule adjustments that are more than five minutes earlier or later must be approved by the District prior to implementation. Changes must be communicated in writing to all riders and the school at least 48 hours in advance of implementation. Contractor shall provide a route update procedure to be approved by the District.

L. ROUTING

1. REGULAR HOME-TO-SCHOOL TRANSPORTATION ROUTES

Contractor shall maintain responsibility for development of all routes and route changes. The District reserves the right to require adjustments to routes where determined by the district to be in its best interest.

2. INDIVIDUALIZED TRANSPORTATION ROUTES

- a) The District does not currently have any Individualized Routes, however if in the future the need arises the Contractor shall be responsible for developing and coordinating individualized transportation routes inside and outside of the District boundaries.
- b) The District reserves the right to use other transportation sources if the Contractor cannot provide for District requests, or if they cannot provide in a timely or cost efficient manner.

3. ROUTE TESTING

- a) Prior to the start of each school year the Contractor shall field-test all routes that the District has approved. Contractor shall notify the District of any time discrepancy in scheduling.

- b) All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to ensure complete familiarity with route operation. The cost of this will be borne by the Contractor.

4. ROUTE OWNERSHIP

All bus routes, Regular Home-To-School, individualized transportation or any other routes that are developed by the **Contractor** for the District are and will remain the sole property of the District.

5. ROUTE NUMBERS

All buses shall have the appropriate route number whenever providing service to any school. Route numbers are to be professional looking and easy to read.

6. ROUTE PROBLEM SOLVING

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, the Contractor will develop such solutions and present them to the District for consideration.

7. ROUTE CHANGES

The District reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time.

- a) Any and all route changes shall be pre-approved by the District.
- b) Contractor shall collaborate with District staff to ensure effective communication of route changes in a timely manner.
- c) Contractor bus drivers are not to modify the established District approved bus routes without District approval.
- d) If the District increases or reduces the number of buses required to service the routes or reduces the route times, compensation to the Contractor will be adjusted as provided in the agreement.

8. ROUTE OPTIMIZATION

Upon request, the Contractor shall complete an annual comprehensive route review and optimization. The review shall include evaluation of:

- a) Number of buses
- b) Route times
- c) Ride times
- d) Costs
- e) Mileage
- f) Ridership
- g) Bell times

Contractor shall provide a recommendation, including rationale, to the District for any route changes to be implemented for the subsequent school year no later than June 1 of the year prior.

9. BUS LOAD LIMITS

Passenger loading of buses shall not exceed Oregon Department of Education or other state or federal limits. Contractor is required to notify the District, within one (1) day, of any overload problems.

M. SOFTWARE

1. HOME-TO-SCHOOL

- a) Contractor should have a software to allow for web-based access for District staff
- b) An on-line GPS tracking system for all buses
- c) Web based lookup tool for parents to track pick-up and drop-off

2. FIELD TRIP SCHEDULER

- a) Contractor should have a software to allow for web-based scheduling requests for field trips, athletics and other activities

N. STAFF

1. CONTRACTOR STAFF ALL

- a) **Contractor** shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours so as to be able to perform uninterrupted reliable on-time service in case of emergencies, no-shows, and other exceptional circumstances. The Contractor will provide a detailed summary of staffing proposed for the contract.
- b) **Contractor** bears the responsibility of selecting, hiring, training, supervising, disciplining, and discharging drivers and all other employees of the Contractor. In the selection and hiring process, the Contractor shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal and safe driving records, as may be allowed by law.

(1) The Contractor will be responsible for fingerprinting all employees that come in contact with students in accordance with ORS 181A.200 and OAR 581-021-0500 and other applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders. The Contractor shall not knowingly employ anyone who has:

- (a) A felony or misdemeanor conviction within the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
 - (b) Conviction of driving under the influence of intoxicants, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
 - (c) Conviction within the past two (2) years of careless or reckless driving.
 - (d) Conviction of more than one offense in the past three (3) years of speeding, violation of a traffic signal, or citation.
 - (e) A pattern of driving violations on the record.
- c) Drivers must meet all requirements of the Oregon Department of Education for School Bus Drivers.
 - d) **DRUG TESTING**
Contractor must have in place a program for mandatory drug testing/screening for all new hires, mandatory post accident drug testing, and random testing of all employees.

- e) **Contractor** agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with the Contractor's ability to comply with this requirement.
- f) **Contractor** agrees that the District shall have the right by written order to require dismissal from the Contractor's employ or transfer of any person(s) or driver(s) who does not meet the qualifications to operate a school bus as set forth in this Agreement, or who is not in compliance with this contract, the District policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.
- g) **Contractor** will identify an on-site Location Manager or Supervisor with experience in the field of student transportation who will be the district's main point of contact. The on-site manager must have a cellular phone.

2. **DRIVERS**

- a) **Contractor** shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificates issued by the Oregon Department of Education.
- b) **Contractor** shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the bus driver.
- c) **Contractor** shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this agreement, shall be a driver assigned to a specific route(s) at the commencement of each school year and is normally expected to remain until the end of the school year. Contractor may transfer drivers among routes, whenever the interest of the students may be served. The District reserves the right to request a replacement or transfer a driver for good cause.
- d) Prior to the beginning of each school year, all drivers will satisfactorily pass a pre-trip inspection and behind the wheel test.
- e) **Contractor** shall provide the District a copy of the criminal verification and driving record report on an annual basis for each driver in the District and also have information available upon request. The initial report must be filed with the District no later than two (2) weeks prior to the first day of school annually and by the first day of employment during the year for each replacement driver.
- f) **Contractor** will have a driver supervisor ride with every certified bus driver at least once every six (6) months for the purpose of observing and evaluating their drivers' practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management.
- g) **Contractor** will submit a report to the District listing all drivers and their review dates.
- h) The District may at any time have a representative ride with any driver of the Contractor for the purpose of observation to assure compliance with the terms and conditions of this agreement.

- i) **APPAREL AND NAME TAGS** The District requires that all employees of Contractor be issued name tags to be worn while on duty in providing service to the District. The District also requires that all Contractor staff maintain a professional appearance appropriate for the duties, in accordance with standards to be worked out with the District.

O. REPORTS

1. DISCIPLINE AND HEALTH

Contractor shall provide the District, within 24 hours, written student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the District will be made immediately.

2. ACCIDENT

In the event of an accident during the school day (with or without students on the bus):

- a) Contractor shall notify the District Support Services Department immediately by telephone and provide the route number or trip description, number of staff and students (and the school they attend) on the bus at the time of the incident, the location and brief description of the accident.
- b) Within 30 minutes of notification to the District, the Contractor shall provide the full names of students and staff on the bus at the time of the accident.
- c) The Contractor will provide any additional information to the District as required by District policies and procedures.
- d) Contractor shall provide a written report describing all details of any accident on the same day it occurred. It is the Contractor's responsibility to report all accidents in compliance with the laws and regulations of the Oregon Department of Education and Oregon Department of Motor Vehicles.

3. DAILY BUS REPORT (DBR)

- a) Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of rate based fees to the District. DBR reports shall be completed for each individual bus movement by date and route. These shall remain on file at the transportation facility and be available for District audit and review on request.
- b) A summary spreadsheet of the DBR data must be submitted monthly with the billing.
- c) An alternate automated system may be used but must be approved by the District.

4. STATE REPORTS

Contractor shall complete and submit to the District the transportation reports as required by the State of Oregon. This includes the annual preparation of the following Transportation Information reports by August 15 of each year:

- a) Annual Transportation Information (Form 581-2249-M)
- b) Bus and Garage Depreciation Report (Form 581-3171)
- c) Certification of Drug and Alcohol Testing (Form 581-1453)
- d) Annual Vehicle Certification Report (581-2256)

5. BUS DRIVER INFORMATION REPORTS

Contractor shall have in its files and made available to the District upon request, information such as, but not be limited to, drivers' names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

6. MONTHLY SUMMARY REPORT

By the tenth (10) calendar day of the month following, the Contractor shall supply the District with a monthly summary report. The report will include, but not necessarily be limited to:

- a) Current list of route driver assignments
- b) The number of accidents
- c) The number of vehicle breakdowns
- d) Late route buses, indicating what school, route, date, day, time and reason, who was notified
- e) Bus capacity and estimated daily ridership by route, AM and PM
- f) Number of student citations written at each school, identified by route number.

7. DISTRICT MEETINGS

Contractor's Location Manager shall be available for attendance at District meetings and school board meetings as needed and requested by the District.

8. ANNUAL PRESENTATION

Contractor shall be available to make a presentation annually to District designated personnel and/or the School Board summarizing the prior year's activities, latest developments within the field of student transportation, the Contractor's company, other items of interest to the District and plans for the year ahead. The District will attempt to provide a minimum of 30 day's notice to the Contractor of such presentations.

9. MONTHLY BILLING

Contractor will provide to the District, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up. The spreadsheet details and design are to be approved by the District. A summary spreadsheet of the month's daily bus reports shall be provided as backup. Electronic invoices and supporting documents are preferred.

P. SAFETY PROGRAM

The absolutely critical aspect of any student transportation program is the safety of the students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of District policy regarding rider behavior and behavioral problems.

- 1. Contractor shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes but is not limited to a regularly scheduled safety meeting for contractor's personnel. It shall also include a school bus safety and training program for students.
- 2. Prior to the beginning of each school year all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.

3. The Contractor will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Operations Plan. The Contractor will instruct all of its employees in the content of both the Contractor's and the District's emergency plans. The Contractor shall develop procedures for handling student emergencies during transport to be provided to the drivers and kept on all buses at all times.
4. Contractor shall be available to make a bus safety presentation to classes of students in grades K-8 within the District as advised and directed by the District. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

Q. INCLEMENT WEATHER

The Contractor shall operate during inclement weather conditions unless routes are canceled by the District. Contractor shall provide in a timely manner appropriate equipment (chains and snow tires) and trained personnel and shall implement District defined alternate routes as necessary to operate under such conditions.

1. The District shall have the sole responsibility of altering bus routes or canceling bus service for that day.
2. The Contractor agrees that it will abide by the decision of the District and will operate the routes as normally as possible.
3. To ensure that the district is able to make a sound decision pertaining to the cancellation or alteration of bus routes, the Contractor is required to travel and inspect all designated roads, based on knowledge of geographic area and possible hazards, during inclement weather.
 - a) The Contractor will notify the Superintendent or designee of emergency road conditions prior to 4:15 am.
 - b) The Contractor will contact the Superintendent or designee by 5:00 am to give an update and preliminary recommendation.
4. During the fall of each year, the Contractor shall meet with the District to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

R. RATE PROPOSAL FORMAT

Rate Proposal	
Daily Total Minimum rate per route bus, for first three hours:	
65-78 Passenger Transit or Conventional Bus:	
Daily Total hourly rate per route bus, for time over the first three hours:	
65-78 Passenger Transit or Conventional Bus:	
Kindergarten rate per hour:	
All Activity and Field Trip rate per hour:	
65-78 Passenger Transit or Conventional Bus:	
Additional Charge for trips over 8 hours:	
Additional Charge for weekend trips:	

IV. PROPOSAL FORMAT, CONTENT, AND SUBMISSION

A. PROPOSAL FORMAT

To simplify and expedite the review process each Proposer is asked to submit a proposal in the order and format specified below.

1. Proposal includes a one-page cover letter as the first page of the proposal.
2. Rate Proposal (see Rate Proposal Format above)
3. Company Qualification
4. Financial Stability
5. Service and Performance
6. Qualifications of Management
7. Qualifications of Drivers
8. Equipment Used
9. Safety of Operations
10. Evidence of Community Relationships
11. Facilities
12. Insurance Data
13. Recycling Program
14. Reference Form
15. Independent Contractor Certification Form
16. Proposer Certification and Representation Form
17. Non-Conflict of Interest Form

B. MULTIPLE PROPOSALS

No more than one proposal may be submitted by each proposing firm.

C. PROPOSAL RESPONSES TO EVALUATION CRITERIA

In addition to the required proposal forms, the Proposer must include discrete information to address each of the areas listed below which will provide a major basis for evaluation. Proposer is encouraged to include other information not listed that will assist in the understanding of its proposed services and which may distinguish them from its competitors.

1. COMPANY QUALIFICATIONS – 15 Points

- a) How many years has the company been in business? Have there been any name changes or changes in ownership? If so, please describe fully the changes that have occurred in the last ten years.
- b) List all public school transportation contracts currently held in Oregon, showing the name of the district served, number of routes and the number of students being transported for each contract, or if a company has not done business in Oregon, comparable information from one other state on the west coast.
- c) For each of three (3) of the above districts closest in size to the RIVERDALE SCHOOL DISTRICT, provide the following:
 - (1) Length of the current contract
 - (2) Number of regular and individualized routes and buses
 - (3) Number of on-site employees at the end of the 2018-19 school year.
 - (4) Total number of employees who quit or were terminated during the 2018-19 school year
 - (5) Driver profile by years of tenure on site and years of experience/service in driving school bus
 - (6) Length of tenure of the Location Manager and other staff:
 - (a) at this location
 - (b) with your company
 - (c) in the student transportation industry
 - (7) Provide number of accidents per year for the last five years. Include all accidents, including those that did not involve a second vehicle, and detail as follows:
 - (a) Were any students or District staff on the bus at the time of the accident?
 - (b) Was another vehicle involved? If so, who was at fault?
 - (c) Were there any injuries?
- d) For the operation closest in size to this District, provide the following (one copy to be submitted with proposal):
 - (1) Driver's manual
 - (2) Driver training plan
 - (3) Employee incentive plans
 - (4) Job description of the Location Manager
 - (5) Management manual

- e) During the last five years have any contracts been terminated by school districts you serve during the life of the contract? If so, give complete details, including the school district name.
- f) During the last five years has your company lost a contract from a district that had previously been served by your company? If so, give complete details, including the school district name.
- g) Describe any present or prior litigation your company has or had with any customer.

2. FINANCIAL STABILITY – 15 Points

- a) Provide the following financial information for the company's last completed fiscal year: The year ended, the Current Ratio, the Quick Ratio and the Debt to Equity Ratio.
- b) Has the company or parent company filed Chapter 7 or 11 bankruptcies within the last 5 years? If yes, provide explanation and evidence of successful financial recovery since the bankruptcy.

3. SERVICE AND PERFORMANCE – 20 Points

- a) Explain how you would determine at what point additional buses might be required to handle increased student enrollment/ridership or possible rerouting.
- b) How would you monitor adherence to route schedules? Give examples of tools or processes in place in a similar sized district.
- c) Give specific examples from the past of emergencies, such as school shutdowns, emergency closures, school fires, etc., and how your company responded. Submit sample documents currently in use in a district served by your company for handling such emergencies.
- d) Provide a roster of all proposed staff required to meet the needs as specified in this request for proposal. Include position titles, FTE for each position, and days worked for each position. If available, please provide resumes for proposed management staff.
- e) It is in the District's interest that all employees have clear expectations as to the job they are performing (and to see that the job they are performing is in alignment with District service and quality expectations). Proposer must submit complete and detailed job descriptions for each position, performance standards and evaluation tool. Proposer must submit a full description of the training program provided for its drivers. Explain how new drivers are monitored and mentored.
- f) Proposer shall provide maintenance personnel experienced and knowledgeable in the area of school bus maintenance. Maintenance personnel will be required to understand maintenance requirements and standards applicable to the Oregon Department of Education. Provide the qualification requirements for your maintenance staff.
- g) Explain how your company will assure the District that substitute drivers will be available and prepared to perform reliably and safely.
- h) Tell us about best practices used to communicate route information to schools and families. How do you handle route change requests?

- i) How does your company monitor early and late arrivals at bus stops?
- j) In the event that there is a temporary need for more than the number of buses specified in this solicitation, would you be able to respond? If so, where would the additional buses be obtained?
- k) Provide information regarding strike provisions and past experience.
- l) Consistency of drivers on home to school routes is important to the District. How do you handle trip assignments while minimizing impact on home to school routes?

4. QUALIFICATIONS OF MANAGEMENT – 20 Points

The District strongly believes that the individuals in management positions are critical to the provision of consistent and high-quality transportation services. We expect the Location Manager to be a visible and participating member of our community and to enhance the reputation of the District for sound management.

- a) Describe your company's structure in terms of the decisions that are made at each level. What decisions can be made by your local manager, and which areas require approval from the central office of your organization? What are the timelines involved?
- b) Identify the person who will be the proposed local manager and provide a resume.
- c) In the event of an extended absence of your local manager, what backup will be provided? If an individual, give his or her name and include a resume.
- d) Give examples of the documents that are submitted to your company by your local managers on a regular basis.
- e) For key personnel providing support for the Location Manager, including those individuals in direct supervisory positions over the Location Manager, provide the following information:
 - (1) Name and proposed position the person may be selected to fill
 - (2) Tenure with your firm in years
 - (3) Experience in related positions within your firm or with other firms in years
 - (4) Current and two most recent previous positions, including the location/district of the position, the position's title, a description of responsibilities and authority, including the number of buses and/or drivers, and the dates between which the position was held.
 - (5) Where is the direct supervisor for the Location Manager based and how often will they visit our site?
- f) Provide the names and qualifications of those persons within your company who would have immediate authority over the Location Manager and those persons who would play an advisory role to the Location Manager in the areas of:
 - (1) Operations
 - (2) Training and personnel
 - (3) Safety
 - (4) Maintenance

5. QUALIFICATIONS OF DRIVERS – 25 Points

The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.

- a) What programs do you use for enhancing employee morale and attitudes?
- b) Outline the methods you use for recognizing employee service. Give specific examples.
- c) Enclose a copy of the Proposer’s drug policy, including procedures for mandatory testing, to be implemented in this District. Provide the name and address of the Proposer’s Medical Review Officer (MRO). All RIVERDALE SCHOOL DISTRICT campuses are tobacco free (including e-cigarettes). Tell us how you maintain a positive image for your company and positive influence on our students by encouraging a tobacco free workplace.
- d) Within your organization, what percentage of your drivers have been with the company for five, ten, fifteen and twenty years?
- e) Describe your process for the recruitment of drivers.
- f) Define the methods you use to screen and select drivers from among the applicants. Include the criteria/standards you use, and the reasons that you might use to reject an applicant.
- g) Describe your training program for driver applicants who have no experience driving school buses. Describe the program components and content of your training program and include an outline of the course of study.
- h) Describe your in-service training and retraining program for drivers. Describe the program components and content of your training program and include an outline of the course of study. Define the amount of training provided to drivers in a twelve-month period.
- i) Describe in detail your current driver motivation, evaluation (including evaluation tools) and discipline programs, including how you take into account safety, absences, tardiness, on-time route performance, tenure on the job, complaints, driving practices.
- j) Describe how you monitor absence rates.
- k) What are your policies for driver interaction with students? Parents? School staff?
- l) Describe your experience and procedures for transporting students with disabilities.
- m) Describe your experience and procedures for transporting students with chronic illnesses.

6. SAFETY OF OPERATIONS – 20 Points

A critical aspect of any transportation program is the safety of students. The District expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicle, communication with the terminal, and high-quality maintenance of buses.

- a) Provide information regarding your established, continuing safety program, describe the operation, contents, and requirements of the program.

- b) Describe how your company meets Oregon's OSHA safety committee requirements including frequency, format and description of meetings.
- c) Each Proposer shall demonstrate the effectiveness of its ongoing safety programs by submitting its workers' comp mod rate (if separate policies are in force, show the rate for the five comparable school districts listed).
- d) Submit a narrative description of how your company has handled a recent specific bus accident in one of your current contracts.
- e) Describe the preventive maintenance program for the vehicle fleets that your company manages. Include samples of records, checklists, and a description of how you ensure that each vehicle actually receives the required maintenance within the scheduled interval.
- f) In addition to legally required bus checkout reports, submit any forms used to receive reports from drivers on the condition of their vehicle.
- g) Describe your mechanic allotment schedule and the qualification and experience requirements that you have for mechanical personnel.
- h) List other emergency instructions and how your company has handled these situations.
- i) Describe your present procedures for inclement weather conditions.
- j) Describe your experience and procedures for transporting students with disabilities.
- k) Describe your training program for students.
- l) How are bus routes and stops evaluated for safety? What are key risk factors that are considered?
- m) Provide copies of training materials that are used for training drivers regarding students who require a wheelchair for mobility.
- n) Provide copies of training materials that address child passenger safety restraints. What child passenger restraints do you most frequently use? Others that you occasionally use and why?

7. EVIDENCE OF POSITIVE PARENT, STAFF AND COMMUNITY RELATIONS – 15 Pts

- a) Give specific examples of the nature and frequency of presentations that you have made to school boards.
- b) Give examples of three difficult situations faced in your current contracts that have risen to the level of school board concern and describe how you handled them.
- c) Give examples of lesson plans and materials used in classroom presentations on bus safety and related matters.
- d) Describe in detail your complaint management procedures. Include documentation and samples of forms used.
- e) Describe how your company logs complaints and how the information is used. Include process and timeline for dealing with complaints.
- f) Provide a detailed explanation of how discipline and management of students is handled, including a description of the roles of the driver, transportation supervisor, principal, classroom teacher and parent and students.
- g) Describe in detail your proposed student discipline program.

- h) Describe any procedures and policies used in dealing with parents and the public.
- i) Describe the ways in which your company has been involved in the communities it serves.

8. EQUIPMENT USED – 20 Points

- a) Provide a detailed schedule of the proposed bus fleet configuration.
- b) Describe the communication system to be used on buses and its expected coverage area.
- c) Describe how Proposer will assure bus communications will not be limited by the geographic terrain of the District.
- d) Describe the major equipment that will be on site for maintenance and repair of buses.
- e) History of breakdowns: Proposer shall furnish a recap, for the previous twelve operating months, showing a history of equipment breakdowns or failures that occurred in at least one school district approximately the same size as RIVERDALE SCHOOL DISTRICT. Information should include the date breakdown occurred, part or equipment that failed, if breakdown resulted in late arrival to school or home and if so how late, and as a result of equipment breakdown or failure was a spare bus dispatched.
- f) Describe your company's preventive maintenance program for your vehicles. Include a copy of your written maintenance program.

9. FACILITIES

Provide a detailed description of Proposer's planned maintenance, vehicle parking, bus storage, office, and drivers' training facilities. Included in this description shall be the overall size, number of maintenance/repair bays, of Proposer's school bus maintenance/parking facility.

10. ENVIRONMENTAL SUSTAINABILITY PROGRAM

Describe your company's efforts and commitments to environmentally sustainable practices.

11. INSURANCE DATA

- a) Provide copies without omission or gaps of actual insurance policies' cover pages "or similar document" covering Workers' Compensation, commercial general liability, automobile liability, umbrella excess liability, additional insured working, and hold harmless wording.
- b) Provide the names and addresses of the insurance companies, insuring your operation for: Commercial General Liability and Property Damage, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation.

12. DRIVER COMPENSATION

Contractor shall document its Employee Compensation Package, provide details regarding all benefits paid to employees or on behalf of employees, e.g. (401 k) Retirement Plan, Health Insurance, Vacation, Sick Leave, Family Leave, etc. and describe its ability to retain qualified employees.

13. REFERENCES

Provide three (3) professional references from projects similar to the scope of this solicitation. K-12 school district references shall be preferred. See References Form These contacts will be used by the District for reference checks.

D. PROPOSAL SUBMISSION

All proposals shall be emailed or mailed to:

Nicole Bassen, Business Manager
Proposal for Student Transportation Services
11733 S Breyman Ave
Portland, OR 97219
nbassen@riverdale.k12.or.us

Proposals are strongly encouraged to be sent by email with a subject line "Proposal for Student Transportation Services". Hardcopy proposals must be submitted in a sealed envelope with the name and address of the Proposer and the title of the proposal ("Proposal for Student Transportation Services") must appear on the outside of said envelope. **The District must receive all proposals no later than 2:00 PM PST on Wednesday June 21, 2023.** Delivery is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of mailed proposals or of miss-delivery regardless of fault. All proposals received after the date and time indicated above will be returned unopened.

Facsimile (fax) transmissions of proposals and postmarks will not be accepted.

V. PROPOSAL EVALUATION AND AWARD

A. CLARIFICATION OF RESPONSES

In the event that one or more proposals are in need of clarification, the District will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

B. PROPOSAL EVALUATION

Proposals will be evaluated by a selection committee of not less than three (3) individuals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria listed below. All proposals from qualified contractors that provide the minimum required qualifications and that pass the financial strength tests will then be evaluated on the following criteria:

Criteria	Points Available
1. Proposal Rate Schedule	50
2. Company Qualifications: Company stability, company reputation and length of time in business.	15
3. Financial Stability: Financial strength of Proposer.	15
4. Service and Performance: Quality of service and performance record.	20
5. Qualifications of Management: Qualifications and experience of management and staff, driver selection programs and training including pupil management and ability to retain qualified employees.	20
6. Qualifications of Drivers: Ability to meet or exceed the performance goals and requirements of District as set forth in this Request for Proposal	25
7. Equipment Used: Fleet plan, replacement plan for equipment and quality of maintenance	20
8. Safety of Operations: Safety program, history and procedures	20
9. Evidence of positive parent, school staff and community relations: Proven history and demonstrated company posture in dealing with parents, community relations and school staff.	15
10. Facilities	Pass/Fail
11. Insurance Data	Pass/Fail
12. Oil Recycling Program	Pass/Fail
13. References	Pass/Fail
SUB-TOTAL (without interview)	200
14. Interview (if required)	20
TOTAL (including interview)	220

1. RANKING OF PROPOSALS

Evaluations will be scored by rank. The highest-ranked proposal will be determined as follows:

- a) Each evaluator will assign a ranking to each proposal, based on the total score he or she awarded each proposal based on the evaluation criteria points.
- b) The proposal to which the evaluator awarded the most points will receive an Evaluator Final Rank of 1. The proposal to which the evaluator awarded the second most points will receive an Evaluator Final Rank of 2, and so forth.
- c) The District will then sum the Evaluator Final Ranks for each proposal. The proposal with the lowest total final rank (the sum of all Evaluator Final Ranks) will be ranked first. The proposal with the second lowest final rank will be ranked second, and so on. The proposal with the highest final rank will be ranked last.

2. INTERVIEW EVALUATIONS

If necessary for completing selection, finalists will be selected for an interview. This will provide an opportunity to clarify or elaborate on the proposal, but will in no way provide an opportunity to change any fee amount originally proposed.

3. BEST AND FINAL OFFER

The District at its sole discretion reserves the right to either: a) request "Best and Final Offers" from the two highest scoring vendors and award to the lowest priced or b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of the District.

4. REFERENCES

The District reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

C. AWARD

Pursuant to OAR 137-047-0600

1. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
2. The District may award all or none Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
3. The District may reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
4. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300

D. NOTICE OF INTENT TO AWARD

The District will provide a written Notice of Intent to Award (NOI) to all Proposers at least seven (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's Award will not be final until the later of the following:

1. SEVEN (7) calendar days after the date of the NOI, or
2. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

VI. SOLICITATION TERMS AND CONDITIONS; PROTEST OF SOLICITATION OR AWARD

A. PROPOSAL COST

Proposers responding to solicitations are responsible for all costs that they may incur in connection with submitting proposals.

B. SUBMITTED MATERIALS

All materials submitted for any portion of a Proposal in response to this RFP become the property of the District and will not be returned to proposers.

C. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (90) days from the Proposal Due Date.

D. SOLICITATION CANCELLATION, REJECTION OF A PROPOSAL OR ALL PROPOSALS

The District may cancel the Procurement or reject any or all Proposals in accordance with ORS 279B.100.

The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a Proposal.

E. PREFERENCE FOR RECYCLED MATERIALS

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

F. PROTEST

1. PROTEST OF SOLICITATION OR CONTRACT DOCUMENTS

- a) Any Proposer wishing to protest this RFP or any provision, specification or contract term herein in accordance with ORS 279B.405, must submit such questions, comments or protest to the Procurement Contact listed on the first page of this RFP
- b) The deadline for submitting such protests is the same date as the deadline for questions listed under section I.B.

2. CONTENT OF SOLICITATION PROTEST

The prospective Proposer's written solicitation protest must include all of the following:

- a) Sufficient information to identify the solicitation that is the subject of the protest;
- b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a Brand Name;
- c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- d) A statement of the desired changes to the Procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest.

3. PROTEST OF CONTRACT AWARD

In accordance with ORS279B.410, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of intent to award to file a written protest.

- a) All protests must be in writing and physically received by the Procurement Contact listed on the first page of this RFP no later than 5:00 PM PST on the seventh (7th) calendar day after the posted Notice of Intent to Award.
- b) The Proposer’s protest must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2)
- c) The District will not consider any protest that is submitted after the submission deadline.

G. PROPOSAL RESULTS

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law.

- 1. Proposals will not be made a part of the public record until after the selection process is completed at which time they will be available for public review
- 2. The District may withhold from disclosure confidential information pursuant to ORS 192.501 or 192.502

VII. CONTRACT TERMS AND CONDITIONS

A. TERM

District will award a contract for an initial three-year period. This initial term shall begin on July 1, 2023 and expire on June 30, 2026. The contract may be extended in years subsequent to the initial contract by mutual written agreement of the parties. Subsequent contract terms may occur in increments of one to three years. Such extensions must be agreed upon by January 31 of the final contract year or the contract will expire at the ending date of the term then in effect.

B. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

C. PAYMENT OF INVOICES

- 1. **Method of Payment.** District shall pay Contractor net 30 days upon invoice approval and work acceptance. Please send all invoice via email to accountspayable@riverdale.k12.or.us

- 2. Payment on Early Termination.** Upon termination pursuant to paragraph K, payment shall be made as follows:
- a) If District terminates this Contract for its convenience under Section K(1) or K(2), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - b) If Contractor terminates this Contract under Section K(3) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - c) If District terminates this Contract under Sections K(3) or K(4) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- 3. Payment of Laborers.** This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
- a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
 - c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- 4. Payment for Medical Care.** This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

5. **Non-Appropriation; Adequate Funding.** District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into the District's next fiscal year, the District's obligation to pay for such work shall be subject to approval of future School Board appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by its Board of Education.

D. COST ADJUSTMENTS

Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to the District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.

E. INDEPENDENT CONTRACTOR STATUS

Contractor shall certify status as an independent contractor in accordance with the Certification Statement for Corporation or Independent Contractor Status.

F. SUBCONTRACTS AND ASSIGNMENT

Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District.

This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.

G. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

H. NO THIRD PARTY BENEFICIARIES

The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

I. OTHER CONTRACTORS

The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

J. NONPERFORMANCE SUBSTITUTED SERVICES

As used in this Contract, "failure to perform" means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days' written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.

K. EARLY TERMINATION

This Contract may be terminated as follows unless otherwise specified herein:

1. **Mutual.** District and Contractor may terminate this Contract at any time by their written agreement.
2. **District's Sole Discretion.** The District in its sole discretion may terminate this Contract for any reason by giving 180 days written notice of termination to the Contractor.
3. **Breach.** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
4. **Contractor Licensing, etc.** Notwithstanding Section K(3), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

L. FORCE MAJEURE; SUSPENSION OF WORK; COMPENSATION

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence:

1. District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract; or
2. District may suspend portions of or all of the Work upon written notice.

When a suspension is required by reason of Force Majeure, through no fault of Contractor or the District, neither party owes the other for the impact of the suspension.

M. REMEDIES

In case of Contractor breach and in addition to the provisions of Sections J and K of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.

N. HOURS OF LABOR

This provision is required by statute. As required and except as provided by ORS 279B.020(7) and (8), 279B.235(5), and 279C.540(8), for Contractor's employees subject to Oregon employment laws:

- 1. Maximum Hours.** Employees shall be paid at least time and a half pay for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employees shall also be paid at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
- 2. Notice to Employees.** Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

O. TIME LIMITATION ON CLAIM FOR OVERTIME

This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has

- 1. Posted circular.** Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- 2. Maintaining posted circular.** Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

P. HAZARDOUS MATERIALS

Contractor shall notify the District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

Q. ERRORS

Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs under this Contract and shall do so without undue delays or additional cost to District.

R. ACCESS TO RECORDS; CONTRACTOR FINANCIAL RECORDS

Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Contractor shall retain and keep accessible all Records for a minimum of three (3) years, or such longer period as may be required by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

S. OWNERSHIP OF WORK PRODUCTS

Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*

T. WORK PERFORMED ON DISTRICT PROPERTY

Contractor shall comply with the following:

- 1. IDENTIFICATION.** When performing work on District property, the Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- 2. SIGN-IN REQUIRED.** As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.

3. **NO SMOKING.** All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
4. **NO DRUGS.** All District properties are drug-free zones as enforced by the Portland Police Bureau.
5. **NO WEAPONS OR FIREARMS.** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

U. CONFIDENTIALITY; FERPA REDISCLOSURE

Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information. Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively “FERPA.” Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a “school official” as that term is used in FERPA. As such, the Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of the District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If the Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify the District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist the Contractor with complying with this notification requirement.

V. SECURITY

Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor’s willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

W. EMPLOYEE REMOVAL

At District’s request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District’s best interests.

X. COMPLIANCE WITH APPLICABLE LAW

For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

Y. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall defend, indemnify, and hold th District, its officers, directors, employees, and agents harmless against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor’s performance under this Contract. Contractor’s indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to the District. Contractor’s indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

Z. WAIVER; SEVERABILITY

Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

AA. NON-DISCRIMINATION CLAUSE

Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

BB. CONTROLLING LAW; VENUE

The parties agree that Oregon law will govern any dispute related to this Contract and to conduct any litigation arising out of the Contract in courts located in Multnomah County, Oregon.

CC. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

DD. INSURANCE

During the term of this Contract, or such other time period provided herein, Contractor shall maintain in force at its own expense, each insurance coverage or policy noted below:

1. **INSURANCE COVERAGES** Contractor shall procure and maintain at its expense during the performance of the Contract and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the District in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's services under the Contract, whether performed by the Contractor or a person or entity for which either of them may be responsible.
2. **WORKERS' COMPENSATION INSURANCE** with statutory limits covering all employees of Contractor who will be working on this contract.
3. **EMPLOYER'S LIABILITY INSURANCE** with a limit of not less than \$10,000,000 in the aggregate.
4. **COMMERCIAL GENERAL LIABILITY INSURANCE** applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Abuse and Molestation, Independent Contractors, Broad Form Property Damage with limits of not less than \$10,000,000 in the aggregate.
5. **BUSINESS AUTOMOBILE LIABILITY INSURANCE** applicable to owned, non-owned and hired automobiles, with a limit of not less than \$5,000,000 combined single limit each accident.
6. **COMMERCIAL CYBER LIABILITY INSURANCE** with a limit of not less than \$1,000,000 per occurrence.
7. **DEDUCTIBLES** Contractor shall pay all deductibles on all policies.
8. **WAIVERS OF SUBROGATION RE LIABILITY INSURANCE** The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of the District.
9. **CROSS-LIABILITY COVERAGES** The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverage's as would be achieved under the standard International Organization of Standardization ("ISO") separations of insureds clause.
10. **ADDITIONAL INSUREDS** The Commercial General Liability, Automobile Liability and other policies required under this Contract shall name the RIVERDALE SCHOOL DISTRICT as additional insured. Such coverage provided to the additional insured's shall
 - a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insured's, including but not limited to any Excess Liability coverage maintained by the additional insured's,

- b) provide the same types and extents of coverage as the coverage provided to the primary insured, and shall not be limited to the “vicarious liability” of the additional insured’s,
- c) waive all rights of subrogation against the additional insured’s,
- d) cover all additional insured’s that are a partnership or joint venture, if any, as “Named Insured’s” as expressly stated in endorsements, and
- e) be maintained for the duration of the Contract.

11. CYBER SECURITY District and Contractor acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure Contractor is able to provide the services required by the Agreement. It is the expectation of the District that the Contractor has taken industry accepted and appropriate steps to ensure the security and confidentiality of electronic data. District is not responsible for any third-party injury(ies) and/or claim(s) that may arise in connection with Contractor’s actions or inactions in this area.

12. SEXUAL CONDUCT The Contractor acknowledges that the District has adopted policy in response to Oregon legislation addressing sexual grooming behavior by school employees towards students and, therefore, does not tolerate any form of sexual conduct with students. It is the expectation of the District that Contractor will provide information regarding sexual conduct to all personnel, employees, affiliates, and agents of Contractor who may be interacting with students under the scope of the Agreement in support of the District’s policy. This information may be obtained free of charge from the District’s Human Resources Department.

VIII. ATTACHMENTS

- A. PROPOSER CERTIFICATIONS AND REPRESENTATIONS**
- B. INDEPENDENT CONTRACTOR CERTIFICATION**
- C. NON-CONFLICT OF INTEREST CERTIFICATION**
- D. REFERENCES**
- E. DISTRICT MAP**
- F. SCHOOL CALENDAR**
- G. TRANSPORTATION FORMS**
 - 1. 581-1453-M**
 - 2. 581-2249-M**
 - 3. 581-2256**
 - 4. 581-3171**