WINTON WOODS CITY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

ALTERNATE STUDENT TRANSPORTATION SERVICES

DUE: July 31, 2019 12:00 NOON
Specifications of the Request for Proposal

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1. Purpose

The purpose of this Request for Proposal (RFP) is to formally communicate the intention of the Winton Woods City School District to seek to have alternate student transportation services provided by a Contractor.

These specifications outline the requirements and conditions for performing services for the Winton Woods City School District. Any aspects of the service not addressed herein are left for the proposing firm to address.

The proposing firm will be asked to provide separate pricing for the following areas:
- Alternate student transportation
- Monitors/aides
- Van service

2. Owner and Contact Information

The Owner is:
Winton Woods City School District Board of Education
825 Waycross Road, Suite A
Cincinnati, Ohio 45240

Contact person for questions regarding this Request for Proposal:
Steve Denny, Executive Director of Business Affairs
Phone: (513) 619-2400
Fax: (513) 619-2309
Email: denny.steve@wintonwoods.org

Contact person for questions concerning current alternate student transportation services for the Winton Woods City School District:
Kristi Hooper, Transportation Director
Phone: (513) 619-2405
Email: hooper.kristi@wintonwoods.org

3. Intent of the Request for Proposal (RFP)

The Winton Woods City School District Board of Education (hereinafter referred to as the “District”) has interest in receiving proposals from professional quality transportation service providers, (hereinafter referred to as the “Contractor”), to potentially provide alternate transportation services for the Winton Woods City School District for special needs, foster-placed and homeless students. The District intends to consider all facets of alternate transportation services as a part of this contract, including drivers and monitors, maintenance of vehicles and equipment, supplies and materials and uniforms necessary for the daily activities of the personnel supplied by the Contractor. It is anticipated that the services of the Contractor will be required effective on or about August 14, 2019. The District intends to award all alternate transportation services to one Contractor with the expectation that volume and contract length will result in reduced transportation costs. It is expected that the Contractor selected will service all of the District’s needs on a daily basis.
The Winton Woods City School District makes no commitment in or by virtue of this RFP to purchase any services or supplies from any Contractor. The receipt of a response to this RFP does not in any way commit or obligate the Winton Woods City School District to an agreement for purchase of services from the responding Contractor. An agreement would be offered to the selected Contractor after acceptable review by the Winton Woods City School District and its legal counsel. The Contractor agrees that their response to the RFP will constitute an official offer which will remain valid for a minimum period of ninety (90) days after the quotation submission date. Any proposal submitted by a Contractor is subject to review and negotiation by the District and/or its legal counsel. All expenses incurred in preparing and presenting a quotation to the District are the sole responsibility of the Contractor and may not be charged to the District in any way. The Contractor also recognizes that their offer to the Winton Woods City School District Board of Education becomes a public record once proposals are opened on or after the RFP submission date.

The District reserves the right to amend, modify, withdraw, cancel or terminate this RFP at any time. If the RFP is amended or modified, it will be in writing from the District. Contractors are required to acknowledge all amendments in writing.

4. RFP Schedule
The schedule for this RFP is as follows:

- **RFP Issued**
  - July 9, 2019
- **RFP Legal Ad posted**
  - July 9, 2019
- **Questions regarding RFP submitted in writing by**
  - July 24, 2019
- **Answers returned in writing by**
  - July 25, 2019
- **Submission of proposals due**
  - **July 31, 2019 @ 12 NOON**
- **Proposals reviewed**
  - August 1 – August 7, 2019
- **Contractor Callback (if necessary*)**
  - August 8 – August 9, 2019

*This will be at the discretion of the District.

5. Resources and Restrictions
The Contractor must be capable of providing all of the human resources needed to perform this project on an ongoing basis for a period of one (1) year, renewable for extended years based on a variety of factors to be negotiated in an agreement subsequent to the RFP process. The District reserves the right to interview all personnel proposed to work with the District and transport students. All personnel will be subject to a criminal background check (FBI and BCIII) and random drug screening of which the Contractor shall certify completion. It is the intention of the District to approve candidates, including supervisors (if applicable),
presented by the Contractor and those candidates chosen will be supplied to the District on a regular and repeated basis through the term of the referenced agreement subsequent to this RFP. The Contractor must provide to the District all applicable records and required certifications for the positions of their employees including but not limited to driver abstracts, drug testing, CDL licensure and certification and physical examinations.

The District expects a reasonable amount of substitution of personnel may occur due to illness or family emergency, however, it is the intention that the employees chosen to work with the District are in regular attendance. In the event of an absence of an employee supplied, the District shall be notified in advance of a long-term substitution.

6. Financial Responsibility and Reporting

Contractors responding to the RFP must include details of financial fitness through financial statements, bank references and insurance information. Reports to be included in the response:

- Three (3) years, plus the current year financial statements (most recent month/quarter)
- A current Dunn and Bradstreet report
- Resumes of the owner(s) and principals of the contracting business (see section 7.e.ii)
- A statement of the number of employees currently working in the business
- A statement that all Ohio Personal Property Taxes are paid (form provided)
- Detailed company professional organization affiliations
- Personnel training program description with detail (see section 10, requirements 11, 12 & 13)
- Copy of certification and compliance with all Ohio Pupil Transportation Guidelines including training of drivers (see section 10)
- Non-Collusion Affidavit executed (form provided)
- Contractor Service History (details included in section 8)

7. RFP Instructions

The integrity of the RFP process is very important to the manner in which the Winton Woods City School District Board of Education conducts its business affairs. It is our responsibility to the residents of the Winton Woods community to ensure that the Contractors that participate in the RFP process do so in good faith. Behavior that attempts to manipulate or circumvent the RFP process in any way is taken very seriously and will not be tolerated. The Winton Woods City School District Board of Education does not permit unauthorized communications of any kind or collusion during the RFP process. Examples of unauthorized communication are:

- Telephone calls to any person other than the contacts identified in Section 2 of this RFP
- Letters/faxes regarding the RFP or its evaluation to anyone other than the contact people listed in Section 2 of this RFP
- Visits to the Winton Woods City School District in an attempt to obtain information regarding the RFP including using third party participation
• Emails to any person other than the contacts identified in Section 2 of this RFP

If any prospective Contractor attempts any unauthorized communication, the Winton Woods City School District Board of Education will reject the Contractor’s proposal. The definition of individuals associated with this project is further defined as:

• School Board Members
• Superintendent, Executive Director(s), Treasurer, Directors, Coordinators, Facilitators, Resource Officers, Principals, Family & Community Engagement Coordinator and/or any and all other administrators in the District
• Winton Woods City School District staff involved with the RFP development, management and/or evaluation process

The Contractor may not subcontract any portion of the work without written consent of the District.

While the Contractor’s cost is of great importance, proposing the lowest price will not assure the awarding of the service or services outlined in this RFP. Quality of work to be performed and Contractor history shall be a major consideration in the awarding of a contract subsequent to this RFP. The District will demand safe, reliable, on-time, and efficient service from all Contractors considered. This contract is not subject to the competitive bidding requirements of Ohio Revised Code section 3313.46 and therefore is not subject to the standard of awarding the bid to the “lowest responsible bidder” in compliance with Ohio Revised Code section 3313.46.

Areas of great importance for the award of this RFP are as follows:

a. Annual cost (Contractor’s pricing extended to the District – form provided)
b. Performance history, reputation and financial strength (Contractor references – see section 8 & section 9, history with like-sized Districts – see section 10, requirement 15, ability to accept additional work, financial condition – see section 6, bank references, etc.)
c. Cost containment and service efficiency strategies (Contractor’s strategies to make the District more efficient and effective in its alternate transportation, proposals to contain and reduce costs over the life of the contract – see section 10, requirement 9, increased technologies in transportation, e.g., GPS monitoring, security cameras, etc.)
d. Customer service and management (Contractor’s ability to mesh with District expectations, methods to ensure high quality customer service, responsiveness to community, students, parents, staff and District leadership)

As part of the award process, each Contractor may be required to make a presentation of his or her proposal before a review committee. The presentation will be for the purpose of demonstrating that the prospective Contractor fully understands the scope of the work and will meet all of the requirements and intent of the RFP.

Proposals must be professionally submitted in typeset text (not handwritten).
Interested service providers must submit a firm proposal. A proposing firm shall not stipulate in his or her proposal any conditions not contained in the contract documents. Any qualifying statements or conditions may be declared irregular and as not being responsive to the advertisement for proposals.

The terms of the subsequent contract to be negotiated and executed prior to the commencement of services must incorporate the requirements and conditions set forth in this RFP by reference.

Required documents for response to this RFP consist of:

a. Executive summary (3-page maximum – single page preferred)

b. Company overview
   i. Experience with current or similar sized district(s), communities, regions, etc. (see section 9 and section 10, requirement 15)
   ii. Experience in industry (see also section 8)
   iii. Qualifications (reference section 8)

c. Contractor’s alternate student transportation plan for Winton Woods City School District
   i. Providing transportation services
   ii. Management
   iii. All other related aspects of service and areas notated in RFP

d. Implementation/Transition Plan
   i. Manager
   ii. Safety program
   iii. Routing and run packaging
   iv. Data exchange plan
   v. Reporting (operational and customer service)

e. Organization and Staff
   i. Organizational chart
   ii. Resumes and qualifications of key personnel
   iii. Staff training/professional development program as required by the RFP (see section 19 and section 10, requirements 11, 12 & 13)
   iv. Frequency and type of background checks and drug screening performed

f. Transportation service quality and methodology
   i. How does the Contractor monitor and measure service quality?
   ii. How does the Contractor keep clients informed of service quality including providing reports?
   iii. How does the Contractor maintain records of students transported and how often are these reports provided?
   iv. How does the Contractor supply invoices and what manner of documentation is provided to justify costs charged (provide a sample)?

g. Cost containment strategies and fiscal responsibility
   i. Contractor’s strategies to reduce and/or contain costs over the length of the contract, including additional technologies being utilized

h. Customer service and responsiveness
   i. Contractor’s management structure that will service Winton Woods City School District
ii. Methods for ensuring high quality customer service, including ways to report and measure performance in this area

iii. Plan to maintain responsiveness/communication with Winton Woods City School District Administrative Team

iv. How does the Contractor keep clients informed of service quality, how will the Contractor gather feedback from stakeholders?

v. Responsiveness (address section 9 here)

i. History and reputation
   i. References, history of work with like-sized Districts or organizations (see section 10, requirement 15)
   ii. Ability to accept the additional workload of Winton Woods City School District
   iii. Financial condition and bank references (see section 6)

j. Pricing
   i. Form provided. Contractor should present the most advantageous and cost-effective plan to the District. Should be able to present how the District will save money by Contractor providing transportation services versus the current method (comparison needs to be shown if demonstrating savings – see section 10, requirement 9).
   ii. Provide per day pricing for each element of service (this is to be the contracted pricing amount)
   iii. Extend pricing to an annual estimate based upon the projected number of students, routes, and vehicles; this will be for informational purposes only, and the projections are not binding unless specified by the Contractor. The District recognizes that the number of students receiving services will fluctuate year to year and even week by week.
   iv. Contractor should include language that recognizes that the District can add or delete students from utilizing alternate transportation service as needed. Costs will be reflective of this addition or deletion from a per student/per route basis.

k. Insurance
   i. Evidence of insurance or insurability (copy of certificate is acceptable – see section 20 and section 21)

l. Submission
   i. One (1) master, bound copy sealed in an envelope – marked “ORIGINAL”
   ii. One (1) additional bound copies with all attachments
   iii. One (1) PDF or word version (electronic copy) of proposal narrative and pricing

8. Contractor Minimum Requirements and Service History

The Contractor must demonstrate a proven track record of quality services of the type to be performed under this RFP. The Contractor must have been performing such duties for clients of significant size, at least comparable to the Winton Woods City School District, for a minimum of five (5) years. Start-up businesses will not be considered. Contractor must demonstrate knowledge and experience of transporting and routing of students with special needs. Contractor must also include experience of supervising and routing a significant size fleet. Include details of previous projects including dollar value, OSHA accident rates, Workers’ Compensation history, and references with phone numbers. Contractor must also
include previous performance history with State of Ohio Highway Patrol Vehicle Inspections or other relevant inspection records.

Contractor will be financially stable and not currently engaged in bankruptcy proceedings, being acquired, merging with another company or a party to a material lawsuit.

Contractor must disclose any pending or threatened court actions and/or claims against the Contractor, parent company or subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal and/or consideration for a contract.

Contractor will provide answers to the following questions as part of its proposal submission. All questions pertain to the last five (5) years of service:

a. Has your company been notified by any state Department of Public Safety that there is Department consideration of revoking your pupil transportation license for violations of pupil transportation and/or operating regulations?
b. Is the company serving or has the company served probation from any Department of Public Safety?
c. List all judgments in the last five years for back taxes or from any state or government agency. List all litigation.
d. Has the company, its shareholders (if private company), or any affiliated company ever filed for bankruptcy protection?
e. Has the company, its shareholders, or any affiliated company ever been charged through grand jury indictment or criminally charged for bid rigging, conspiracy to commit bid rigging or other anti-competitive behavior?

9. Customer Service and Responsiveness

Contractor must provide a list of school clients in Ohio and/or list of Districts similar in size and operation to the Winton Woods City School District in other states for which the Contractor has provided alternate transportation services. List should include contact names and phone numbers for current or previous clients.

Contractor must provide a current banking reference for the company including the primary contact name and phone number at the financial institution.

List the Ohio school district customers that the company has lost/non-renewed in the last seven (7) years with District contact person. If the company has lost no business in Ohio in the last seven (7) years, please provide a list of all other contracts lost in other states in the last five (5) years with District contact person.

Provide a list of school Districts which elected to cancel alternate student transportation service as a result, whether direct or indirect, of Contractor’s failure to perform. Reasons include, but are not limited to a lack of proper personnel qualifications, routing complications, equipment or employee shortages, equipment failure, labor issues, insufficient or non-compliant vehicle fleet. Explanation may be included to accompany this information.
A failure to adequately address these questions may deem the Contractor’s proposal to be non-responsive.

10. Scope of Work

Contractor shall be responsible to coordinate and monitor the door-to-door transportation of special needs, foster and/or homeless students as assigned by the District to and from their educational setting. These students may have documented special needs that do not allow them to ride on a school bus or are unable to be scheduled on special transportation within the District.

The Contractor must comply with all federal and state laws applicable to the Winton Woods City School District and guarantee that professional services will be performed in accordance with all applicable specifications of this RFP and through the terms of the awarded and executed agreement. The Contractor must maintain confidentiality of all information conveyed by the District to Contractor in the course of work. This information is required to be kept confidential by law, including HIPAA, FERPA and all other federal laws and regulations.

Requirements:
1. Contractor shall be properly licensed to operate and provide District transportation service.
2. Contractor shall provide drivers, vehicles, and maintenance of vehicles to insure proper and adequate transportation in accordance with all state, federal and local laws and regulations.
3. Contractor will provide alternate transportation services for special needs and other students in compliance with the Ohio Pupil Transportation Operation and Safety Rules.
4. Contractor will provide a list of vehicles to be utilized under this proposal, including year, make, model, and mileage. Vehicles shall be equipped with wheelchair lifts, as needed, and appropriate securing equipment as required. All vehicles must conform to all construction standards set forth by the Ohio State Highway Patrol, the Ohio Department of Education, and all applicable federal and state laws and regulations as applied to the particular vehicle and its intended use.
5. Contractor must have a maintenance system based upon preventative maintenance inspections and may be required to provide monthly maintenance reports to the Executive Director of Business Affairs and the Transportation Director upon request. Contractor will also agree to provide the reports upon the request of the Superintendent or designee at any time.
6. Contractor will ensure that all vehicles are cleaned (interior and exterior) and sanitized (interior) a minimum of once per week.
7. Upon request, Contractor will provide a list of the qualifications of its mechanics and technicians responsible for the maintenance of the vehicles. All must be certified mechanics and technicians in accordance with state and federal requirements.
8. Contractor will provide a cost/rate for transporting special needs students via the alternate transportation proposed as part of this RFP. Rate should be based on a “per
trip” basis or in any method that the Contractor believes would be a potential cost savings to the District versus its current method.

9. Contractor will be responsible for planning all routes, stops and schedules. Contractor will do this planning in the most cost-effective way to provide the most fiscally responsible solution to the District. Contractor agrees that it will work in cooperation with the District to establish the most advantageous routing plan for the safety and convenience of the passengers. All routes must conform to the building schedules and school calendars of the schools served and shall be established so that no passenger rides longer than thirty (30) minutes (unless the trip location is longer due to distance). This would apply to all local trips within Hamilton County and schools located within neighboring public school districts.

10. Contractor shall be responsible for communicating pick-up and drop-off times with legal parent or guardian.

11. The Contractor will require the following minimum training of new drivers (see section 7.e.iii):
   a. Pre-trip inspection instruction
   b. Initial defensive driving instruction
   c. Basic control skills instruction
   d. Basic operation instruction
   e. Road test instruction
   f. Emergency equipment and specialized equipment instruction
   g. Customer service training
   h. All other training required by the State of Ohio for certification of drivers

12. Contractor will provide an established continuing education program to address topics such as but not limited to (see section 7.e.iii):
   a. Proper backing procedures
   b. Railroad crossing safety
   c. Seasonal weather conditions
   d. Behavior-based accident prevention
   e. Loading and unloading procedures
   f. Evacuation procedures
   g. Emergency management procedures

13. All drivers and monitors shall receive at least eight (8) hours of in-service training per year from the Contractor and at the expense of the Contractor. Upon request, the Contractor will provide written assurance and documentation that all drivers have completed the required training (see section 7.e.iii).

14. The Contractor shall not provide or assign to the District and agrees to remove any drivers under this proposal whom the Contractor knows to have more than four (4) points currently on his/her driving record through the State of Ohio points system maintained by the Bureau of Motor Vehicles. Contractor agrees to provide driver abstract records to the District on a monthly basis and/or upon request for review of each driver who is transporting students. Contractor will agree to remove a driver at the request of the District for any reason.
15. Contractor shall provide records of like-sized accounts to the Winton Woods City School District. Contractor will demonstrate knowledge and experience of Medicaid policies and procedures (reference section 8 and section 9).

16. Contractor agrees to maintain daily records of all trips/routes driven. Daily records/logs will be made available to the District upon request (see section 7.f.)

17. The Contractor agrees that it will not charge the District for a cancellation of a route or delay/closure of school if notified by 5:30 A.M. due to inclement weather or other significant conditions. Contractor agrees that they will not charge for a route due to a student absence if contact is made by the District or parent/guardian at least one (1) hour before the scheduled pick up (reference section 24).

18. Vehicles shall be equipped with seat belts to accommodate all persons in the vehicle. Contractor shall provide an age and weight appropriate car seat for all children less than eight (8) years of age and under four feet nine inches (4’9”) if required. Contractor shall do routine inspections on car seats for damages, defects and out of date car seats. Contractor shall routinely check seat belts to ensure they are in good working order. Contractor shall provide routine inspection documents at the request of the District.

19. Vehicles shall prominently display the Contractor’s name and logo.

20. Vehicles shall be equipped with a first aid kit, bloodborne pathogen kit, and a communications device to cover Hamilton County and the surrounding area.

21. Contractor agrees in the event of an accident, injury, and/or incident, to notify the District immediately following any post-accident procedures and shall follow up with a written report within one (1) business day. Contractor will contact the Transportation Director or designee to report an incident.

11. Employees

All employees of the Contractor shall be bonded with a Fidelity Bond. The Contractor shall furnish a copy of a “Transportation Services Bond” or similar insurance coverage which indemnifies the District against any loss by theft.

All work under this contract shall be performed by employees of the Contractor only. No work may be subcontracted, without the permission of the District.

The Contractor shall comply with all federal, state and local requirements for its employees, including, but not limited to, tax withholding, unemployment compensation, Workers’ Compensation and minimum wage requirements.

Contractor will promptly investigate all complaints of improper conduct on the part of any driver or supervisor and will report the complaint and the results of the investigation to the Director of Transportation within twenty-four (24) hours, or if circumstances warrant, immediately. If a driver is suspected or accused of improper conduct, the driver will be removed immediately and not permitted to drive a route for the District until the complaint has been resolved or the individual is cleared beyond a reasonable doubt of wrong doing.

Contractor shall take reasonable steps to prevent its employees from exposing anyone to impropriety of word or conduct. Contractor shall not permit its drivers or supervisors to use
tobacco, electronic cigarettes or similar or to drink any intoxicating beverage or to be under the influence of drugs or alcohol while performing duties. Contractor shall not permit any of its drivers to have weapons of any kind on District property or while transporting students.

All drivers will be qualified, licensed, competent, and trained in the operation of the vehicles they drive and in dealing with and handling passengers with whom they interact. All drivers must be appropriately licensed as required by law. All drivers must undergo a thorough criminal record check as previously described and must also have a certified safe driving record. The District will be provided with a review of all abstracts of each driver who will be transporting students prior to their beginning work. The Contractor will remove any driver that does not meet the standards as set forth in this RFP and by the District.

All drivers will comply with the comprehensive department of transportation drug and alcohol testing program. Contractor will provide the comprehensive drug and alcohol screening for review to the District prior to the start of any new driver. The District may request at any time the screening of any driver with reasonable suspicion or cause. The Contractor will not employ, provide or assign any drivers convicted of driving under the influence of alcohol or a prohibited substance within the past seven (7) years to drive students of the District. Any driver who fails a drug or alcohol test must be terminated immediately and reported to the Executive Director of Business Affairs within twenty-four (24) hours. Drivers who use prescription medication that may affect their driving performance must be reported to the District prior to transporting of students and must have a physician’s clearance to drive a vehicle. A failure to report the use of prescription medication will be viewed as a failed drug screening causing the immediate and permanent removal from a District route.

The District reserves the right, subject to Contractor’s collective bargaining obligations, to request the dismissal or transfer of any of the Contractor’s employees whose performance or actions are detrimental to the District’s program. The Contractor shall dismiss any employee involved in misconduct, drugs, alcohol consumption, use or possession of firearms on the District’s premises, upon learning of such problem, or at the District’s request.

12. Independent Status

The Contractor shall be an independent Contractor and not be considered an employee of the District upon the awarding and execution of the contract. This shall be so regardless of any requirements imposed on the Contractor by the School Employees Retirement System (SERS).

13. Supervision

Supervision of the Contractor’s employees will be accomplished using Contractor personnel for day trips, evening trips, and trips on the weekends if requested. The supervision may be limited to having a contact person to communicate with at all times while a trip is out on the road.
14. Daily Direction/Coordination

Direction and coordination of daily needs of the Contractor’s personnel serving the District with alternative transportation services will come from the Transportation Director, with support from the Winton Woods Transportation staff. Coordination of the Contractor’s personnel working on a shift other than the day shift shall come from the Contractor’s supervisors at the request of the Transportation Director or designee. Daily direction shall not include issues involving the agreement between the Contractor and the District. Contract issues shall be coordinated between the ownership/management team of the Contractor and the Executive Director of Business Affairs of the Winton Woods City School District.

The Contractor will provide all equipment, supplies, and vehicles necessary to perform the work as outlined in this RFP. The Contractor will be required to maintain and service all equipment and vehicles used to complete the assigned work.

All work required under the contract shall be performed in a manner acceptable to the District. Failure to meet the District’s standards may result in delaying or withholding payment of monthly invoices. Continued failure to meet the District’s standards shall be considered justification for termination of the contract.

15. Uniforms/Identification

The Contractor will ensure that all employees will be issued and required to wear a standard uniform and identification. The uniform will consist of company approved attire (polo shirts, jackets, fleece, etc) with the name of the company identifiable on the clothing of the driver. All drivers will be issued a photo identification badge at the expense of the Contractor. Identification badges should be worn at all times when transporting District students.

16. Training

It is an anticipation of the District that the successful responder to this RFP will demonstrate a sound and ongoing training program covering representative issues such as life safety, diversity, sexual harassment, driver safety, and other topics important to employee training. It is expected that the Contractor will make every effort to provide personnel with experience and best practices of alternative student transportation. It is also expected that all personnel supplied by the Contractor will possess a decorum that allows them to interface successfully with parents and young children/teenagers, District staff, as well as the general public (reference section 7.e.iii and section 10, requirements 11, 12 & 13).

17. Security

All drivers and aides will be required to have their picture taken and wear a Contractor issued I.D. badge. The I.D. badge shall include, but not limited to, driver’s name and picture and Contractor’s name and logo. All costs associated with the badges will be the responsibility of the Contractor.
Visitors will not be permitted to ride along with drivers or aides under any circumstances.

All Contractor employees that come into contact with District students must have a BCII and FBI background check completed. **Contractor must show proof that all employees working with District students have completed the background check process.** Any negligence in this process may result in the default of the contract with the District and could lead to the termination of the agreement.

18. Communication

The Contractor will provide all supervisory personnel a cellular telephone device and/or vehicular radio for easy access and communication. The phone numbers of the supervisory personnel will be made available to the District for communication regarding alternative student transportation issues as they arise. Supervisory personnel will be available for communication any time that District students are being transported in the Contractor’s vehicles.

Contractor will provide all supervisory personnel an email address and communicate this contact information to District personnel. It is expected that supervisors respond to email communications within twenty-four (24) hours of receipt.

19. Manuals

Each responder to the RFP shall provide a copy of the complete set of documents their employees receive at hire. In order for the RFP of a Contractor to receive consideration, the documentation must indicate said Contractor is an equal opportunity employer and that there is evidence of an established safety program (reference section 7.e.iii & section 10, requirement 13).

20. Insurance

The Contractor shall provide at all times during the contract period the following insurance coverage:

1. Worker’s Compensation—Statutory Limits
2. Provide certificate(s) of insurance naming the District as an additional insured under a policy of comprehensive general liability with coverage limits of at least $1,000,000 for each occurrence and $5,000,000 in the aggregate for bodily injury and property damage.
3. Also provide certificate(s) of insurance naming the District as an additional insured under a policy of casualty insurance with coverage limits of at least $1,000,000 for each occurrence and $5,000,000 in the aggregate for bodily injury and property damage.
4. Provide proof to District of insurance in the following areas:
   a. Commercial general liability (min. $1,000,000 per occurrence)
   b. Endorsements for abuse claims/misconduct liability (min. $1,000,000 per occurrence)
   c. Business auto liability (min. $1,000,000 combined single limit)
   d. Professional liability (min. $1,000,000 per claim and in the aggregate)
   e. Umbrella and excess liability (min. $1,000,000 per occurrence and in the aggregate)
5. The proposing firm shall furnish certificates of insurance within five (5) business days after acceptance of a contract.
6. The Winton Woods City School District must have ten (10) business days notice in writing of cancellation or change in insurance coverage and give its approval.

In addition to furnishing the insurance coverage described above, the Contractor shall produce satisfactory evidence before starting any work under this contract that all of his/her employees are protected by Worker’s Compensation under, and in accordance with, the laws of the State of Ohio, and shall make all premium payments promptly so as to maintain such protection in full force and effect during the term of the contract.

21. Indemnification

Contractor shall defend, indemnify and hold harmless the Winton Woods City School District Board of Education, its agents and employees, from any and all costs, liabilities, expenses and claims arising from any accident, injury or damage whatsoever caused to any person, firm or corporation by the negligence or intentional acts of the Contractor, its agents or employees in the performance of any work under this contract.

22. Legal Requirements

The Contractor shall procure, at his/her own expense, all necessary permits from municipal or other public authorities, shall give all notices required by law or ordinances, and shall pay all fees and charges incidental to the due and lawful prosecution of the work covered by this contract, and shall comply with all applicable laws, regulations and ordinances, state, local and federal.

23. Non-Appropriation of Funds

The District represents (1) that it has adequate funds to meet its obligations under this contract during the current fiscal year; (2) that it intends to maintain the proposed terms of this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of such funds during the term of this contract. However, it is understood that the availability of funds is contingent upon varied sources including tax levies. If the District fails, at any time, to have adequate funds to provide part or all of the service (including, but not limited to, a reduction in service) described in this contract, then the obligations under this contract are suspended in part or entirely as of the date the funding expires. The suspended obligations will become binding and enforceable from the date adequate funding is restored regardless of the source. In the event that any of the obligations under this contract are suspended, the term of this contract shall automatically be extended by the number of days for which such obligations were actually suspended under this paragraph.

24. Closing of School
In the event of a school closing on a day when school is normally in session, due to a fuel shortage, inclement weather or other significant weather conditions, power or water outages and so forth, and services are not being required, the Contractor will be notified. The Contractor will issue a credit for the normal rate, per day, per student not transported or will not charge for said cancelled transported students on such days. Reference section 10, requirement 17.

25. Termination for Convenience/Cancellation

The Winton Woods City School District Board of Education reserves the right to cancel the contract upon ninety (90) days prior written notice for no reason, or reasons of non-performance or breach of contract within the terms and conditions of this request for proposal. This clause must be included in any subsequent agreement with the proposing Contractor.

26. Acceptance/Rejection of Proposals

The Winton Woods City School District Board of Education expressly reserves the right to accept or reject any and all proposals for any reason, and to waive any irregularities of any kind for any reason. This RFP and the resulting responses do not create an obligation for the Board to contract for services. Eventual choice of a Contractor shall not be based on price alone and will include considerations such as quality of the company as evidenced in the response, history of service in like applications with similar clients, adherence to the guidelines of the RFP, positive references, and other factors.

Should the District find the offerings of one Contractor superior to all others, the District and Contractor will enter into a contract under which services will be provided.

The person or persons signing the proposals must be legally authorized by the Contractor to enter into a binding contract. A list of the person(s) authorized to negotiate on behalf of the Contractor must be submitted along with the proposal (see Exhibit #4).

This RFP and any attached exhibits as well as any responsive proposal documents will be made a part of the contract ultimately entered into between the District and the Contractor and shall be incorporated by reference. If there is any conflict or discrepancy between these documents, the contract will control.

Proposals should be submitted by July 31, 2019 at 12:00 noon. The Winton Woods City School District Board of Education reserves the right to reject proposals received after the submission deadline. All documents received by the District on July 31, 2019 at 12:00 noon will be considered public records and subject to the Ohio Public Records Law.
EXHIBIT #1
WINTON WOODS CITY SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT

State of Ohio, County of Hamilton
Winton Woods City School District

(Name of Individual)

(Company Representative)

BEING DULY SWORN, DOES DEPOSE AND SAY THAT (HE, SHE, THEY) RESIDE(S) AT

(Resident Address)

AND THAT (HE SHE, THEY) (ARE/IS) THE ONLY PERSON(S) WITH SAID

(Name of Company)

(Company Address)

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT: THAT THE CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS, THEREFORE, WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK: THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD: AND, ALSO THAT NO MEMBER OF WINTON WOODS CITY SCHOOL DISTRICT BOARD OF EDUCATION, OR ANY OFFICER OR EMPLOYEE OF THE BOARD IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

SUBSCRIBED TO AND SWORN TO THIS _______ DAY OF _____________, 2019.

Signature

Title

Notary Public
EXHIBIT #2
WINTON WOODS CITY SCHOOL DISTRICT

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AND CITY OF WINTON WOODS INCOME TAXES AND POLITICAL CONTRIBUTIONS

To: Winton Woods City School District

The undersigned Contractor being first duly sworn, having been awarded a contract by the Winton Woods City School District Board of Education for alternate transportation services hereby states that it is not charged at the time the bid or proposal was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the City of Winton Woods as a tax District has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the Contractor or supplier is not delinquent for income tax owed to the City of Winton Woods.

The undersigned Contractor or supplier also further certifies that it is in compliance with ORC Section 3517.13W (1) or 3517.13(J)(1), whichever is applicable, relative to political contributions to public officials of the City of Winton Woods, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned Contractor or supplier.

______________________________
Signature

______________________________
Title

______________________________
Company

Sworn to and subscribed in my presence on this _____ day of ____________, 2019 by the above referenced person on behalf of the Contractor or supplier.

______________________________
Notary Public
## WINTON WOODS 2019-2020 DISTRICT CALENDAR

<table>
<thead>
<tr>
<th>Week</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
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<td></td>
<td>1 2 3</td>
<td>HNS 5</td>
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<td></td>
</tr>
<tr>
<td>Aug-19</td>
<td></td>
<td>1 2</td>
<td>0</td>
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<td>0</td>
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</tr>
<tr>
<td>Sep-19</td>
<td></td>
<td>HNS 3</td>
<td>4 5 6</td>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
- **C** = Graduation
- **H** = Holiday
- **IR** = Interim Report Cards Distributed
- **LD** = Last Day for Students
- **LDT** = Last Day for Teachers
- **MT** = Midterm
- **NS** = No School for Students/Staff
- **PD** = Professional Development Day/No School for Students
- **PT** = Parent/Teacher Conferences
- **Q** = Beginning of New Quarter
- **R** = 1/2 Records / 1/2 PD / No Students
- **RC** = Report Cards Distributed
- **SW** = Staff Work/No School for Students

*Conference Exchange Day

### Testing/Assessments: Feb thru May
- 185 Staff days

### Total School Days
- Quarter 1: 41 days
- Quarter 2: 41 days
- Quarter 3: 44 days
- Quarter 4: 44 days
- Total: 170 days

### Total School Hours
- Quarter 1: 267 hours
- Quarter 2: 267 hours
- Quarter 3: 286 hours
- Quarter 4: 286 hours
- Total: 1105 hours

### Total Staff Days
- Quarter 1: 47 days
- Quarter 2: 45 days
- Quarter 3: 46 days
- Quarter 4: 47 days
- Total: 185 days
EXHIBIT #4
PROPOSAL TITLE/SIGNATURE PAGE
ALTERNATIVE TRANSPORTATION SERVICES

Winton Woods City School District
825 Waycross Road, Suite A
Cincinnati, Ohio 45240

Deadline for Submission: **July 31, 2019 @ 12:00 Noon**

Company Name: ____________________________________________________________
Address:   ________________________________________________________________
Telephone Number: ____________________________________________________________
Fax Number:  ________________________________________________________________

Contact Person for Proposal: ________________________________________________
Email Address:  _____________________________________________________________

Certification:  This proposal has been completed in accordance with the specifications.  I hereby
certify that, to the best of my knowledge, the information contained herein is accurate, complete,
and current as of this date.  I also certify that I have the authority to submit this proposal and to
negotiate, sign, modify and terminate contracts on behalf of the above named organization.

Name and signature of organization officer authorized to bind the company to all commitments
made in the proposal.

Signature:  ________________________________________________________________
Typed/Printed Name: _______________________________________________________
Title:   _________________________________________________________________
Date:   _________________________________________________________________
EXHIBIT #5
PRICING AND ANNUAL COST PROJECTIONS

Note to Contractor: This section should be completed in the manner that is best suited to meet the specifications of this RFP. It should also be completed to demonstrate the greatest cost savings and fiscally responsible alternative transportation services for the Winton Woods City School District. If additional documentation or pricing pages are needed, please check the box at the bottom of the page.

ALTERNATIVE TRANSPORTATION ROUTES:

### Round Trip Student Transportation
Regular Student Transportation Routes (no accommodations needed)
- Hamilton County
- Butler County
- Clermont County
- Warren County
- Other breakdown by distances if applicable

### One Way Student Transportation
Regular Student Transportation Routes (no accommodations needed)
- Hamilton County
- Butler County
- Clermont County
- Warren County
- Other breakdown by distances if applicable

### Round Trip Special Transportation
Special Transportation Routes (wheelchair, multi-handicapped)
- Hamilton County
- Butler County
- Clermont County
- Warren County
- Other breakdown by distances if applicable

### One Way Special Transportation
Special Transportation Routes (wheelchair, multi-handicapped)
- Hamilton County
- Butler County
- Clermont County
- Warren County
- Other breakdown by distances if applicable

*If mileage is a consideration in cost, please attach additional pages or additional explanation of costs associated.
Multiple Trip Student Transportation
Regular Student Transportation Routes (no accommodations needed)  
- Butler County  
- Hamilton County  
- Clermont County  
- Warren County  
- Other breakdown by distances if applicable

Multiple Trip Special Transportation
Special Transportation Routes (wheelchair, multi-handicapped)  
- Butler County  
- Hamilton County  
- Clermont County  
- Warren County  
- Other breakdown by distances if applicable

**Multiple trip may be required due to additional requests, additional stops, or unexpected accident or illness. These would be made at the request of the Transportation Director or designee.**

Alternative Student Transportation
Other considerations:
- Monitor (cost per route)  
- Monitor (hourly rate)  
- Monitor (regular route)  
- Monitor (special route)  
- Fuel surcharge (per day)  
- Fuel surcharge (per route)  
- Fuel surcharge (per special route)  
- Fuel surcharge (vehicle type)  
- Fuel surcharge (vehicle type)  
- Fuel surcharge (vehicle type)  
- *Special request surcharge

*Special requests would include need for private transportation, gender specific driver or monitor, specific routing requirements, length of ride restriction, and screened in passenger area.

Any additional pricing, fees, or surcharges must be described in detail as part of the response to this request for proposal. If they are not included, they will not be permitted in the subsequent contract offer to be agreed upon by the District and the Contractor.